Exhibit F

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

IN RE: MOVEIT CUSTOMER DATA SECURITY BREACH LITIGATION	MDL No. 1:23-md-03083-ADB-PGL
This Document Relates To: 23-cv-13030-ADB 23-cv-12725-ADB	

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release is made as of the date of the last signature below, by and between as defined herein, (a) the Settlement Class Representatives,[1] on behalf of themselves and the Settlement Class, and (b) CBIZ, Inc. ("Defendant" or "CBIZ"). This Agreement fully and finally compromises and settles any and all claims that are, were, or could have been asserted against CBIZ in the actions captioned: *Zahara, et al., v. CBIZ Inc, et. al.*, Case No. 23-cv-12725 (D. Mass.) and *Feagins v. Greater Progress Software Corporation, et al.*, Case No. 23-cv-13030 (D. Mass), which have been transferred to and/or coordinated with, *In re: MOVEit Customer Data Security Breach Litig.*, MDL No. 1:23-md-03083-ADB, pending in the U.S. District Court for the District of Massachusetts as set forth herein.

RECITALS

WHEREAS, Plaintiffs have alleged in the Actions that in May 2023, cybercriminals exploited a vulnerability in Progress Software Corporation's ("Progress") MOVEit Transfer

[1] All capitalized terms are defined in Section 1 below.

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software, which enabled the cybercriminals to access and exfiltrate personal information stored in the databases of Progress's MOVEit Transfer customers, including that of CBIZ.

WHEREAS, After the announcement of the exploitation of the MOVEit vulnerability, multiple putative class action lawsuits were filed against Progress and users of its MOVEit Transfer software, alleging that Progress and users of its MOVEit Transfer software had failed to properly secure the personally identifiable information and/or protected health information and further asserting claims arising from the MOVEit data security incident.

WHEREAS, CBIZ was alerted of a vulnerability in MOVEit Transfer by Progress on May 31, 2023 and subsequently confirmed unauthorized access to its MOVEit Transfer server between May 29 and June 5, 2023. CBIZ then notified certain individuals in the United States that their personally identifiable information and/or protected health information may have been impacted in the MOVEit Data Breach (defined below).

WHEREAS, On October 4, 2023, the United States Judicial Panel on Multidistrict Litigation transferred the first putative class action lawsuits related to the MOVEit data security incident to the Honorable Allision D. Burroughs of the U.S. District Court for the District of Massachusetts for coordinated or consolidated pre-trial proceedings. *In re: MOVEit Customer Data Security Breach Litig.*, MDL No. 1:23-md-03083-ADB (D. Mass.) (ECF No. 2).

WHEREAS, Following CBIZ's notice program, on or about November 10, 2023, Plaintiff Gary Zahara filed the first suit against CBIZ and Progress in the case captioned *Zahara, v. CBIZ Inc., et. al.*, Case No. 23-cv-12725 in the District of Massachusetts asserting claims including negligence, breach of third-party beneficiary contract, unjust enrichment, and violations of the Illinois Consumer Fraud Act, and requesting declaratory and injunctive relief for the impact and harm caused by the MOVEit Data Breach. On or about December 8, 2023, a second case, *Feagins*

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v. Progress Software Corporation, et al., Case No. 23-cv-13030 was filed in the District of Massachusetts. Both of these actions were assigned to Judge Allison D. Burroughs for coordination as part of the *MOVEit* MDL. A Consolidated Amended Complaint was later filed in the *MOVEit* MDL on behalf of both actions on October 14, 2026.

WHEREAS, CBIZ has at all times denied (and continues to deny) liability for all claims, conduct, and issues alleged in or in any way related to the Actions, and in particular denies that it breached any contract, was unjustly enriched, or fell short of duties it owed to the Settlement Class, Settlement Class Representatives, or any other person or entity.

WHEREAS, CBIZ has at all times denied that the proposed class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure.

WHEREAS, On January 19, 2024, the Court appointed Co-Lead Counsel, Liaison & Coordinating Counsel, and Committee Chairs and authorized Co-Lead Counsel to litigate all pre-trial proceedings and to conduct settlement negotiations on behalf of Plaintiff and absent putative class members that now comprise the Settlement Class (ECF No. 649).

WHEREAS, On July 23, 2024, all defendants in the *MOVEit* MDL jointly moved to dismiss for lack of Article III standing. *Id.* (ECF Nos. 1114). Plaintiff opposed the motion. *Id.* (ECF No. 1194).

WHEREAS, On December 12, 2024, the Court issued its order denying in part and granting in part the motion to dismiss for lack of Article III standing, finding that most Plaintiffs have Article III standing to pursue their claims. *Id.* (MDL Order No. 19 as amended by MDL Order No. 32).

WHEREAS, Following the entry of MDL Order No. 19 during the bellwether phase of this MDL, the Settlement Committee and CBIZ's Counsel began discussing the possible resolution of

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the claims asserted against CBIZ. The Settlement Committee and CBIZ thereafter agreed to engage in an arm's-length settlement conference on October 30, 2025. In advance of the Parties' settlement conference, the Parties engaged in informal discovery, including, exchanging information about the MOVEit Data Breach, CBIZ's notification of individuals following its investigation into the MOVEit Data Breach, the size of the class, the types of information impacted, and Plaintiffs' injuries. The informal discovery reviewed by the Settlement Committee provided them with the information needed to evaluate the strengths and weaknesses of Plaintiffs' and Settlement Class Members' claims.

WHEREAS, On October 30, 2025, the Parties held their arm's-length settlement conference, during which the Parties discussed the strengths and weaknesses of Plaintiffs' claims and CBIZ's defenses, and further engaged in a series of arm's-length settlement offers and counteroffers. While the Parties did not reach an agreement during the settlement conference, they made substantial progress towards reaching a resolution and agreed to continue their arm's-length negotiations.

WHEREAS, Following a continued series of arm's-length settlement discussions over the next few months, including exchanging additional offers and counteroffers, the Parties reached an agreement in principle to resolve the claims asserted against CBIZ in the Action, executing a term sheet on February 20, 2026.

WHEREAS, The Parties recognize the expense and length of proceedings that would be required to continue litigation of the Actions through further motions practice, discovery, trial, and any possible appeals. The Parties have accounted for the uncertainty and risk of the outcome of further litigation, and the expense, difficulties, and delays inherent in such litigation. The Parties are also aware of the burdens of proof necessary to establish liability and damages for the claims

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alleged in the Actions and the defenses thereto. Based upon their investigation and the exchange of information, as set forth above, the Parties have determined that the settlement set forth in this Agreement is in their respective best interests, and that the Agreement is fair, reasonable, and adequate. The Parties therefore agree to settle the claims asserted against CBIZ in the Actions pursuant to the terms and provisions of this Agreement, subject to the Court's approval.

WHEREAS, The Parties now agree to settle the Actions in their entirety as to CBIZ, without any admission of liability, with respect to all Released Claims of the Settlement Class Representatives and Settlement Class Members who do not timely and validity exclude themselves from the Settlement Class. The Parties intend this Agreement to bind the Settlement Class Representative, CBIZ, and all Settlement Class Members that do not timely and validly exclude themselves from the Agreement.

THEREFORE, In light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, it is hereby stipulated and agreed by the Parties that the Actions be settled, compromised, and dismissed on the merits and with prejudice with respect to CBIZ, subject to preliminary and final Court approval, as required by Fed. R. Civ. P. 23, on the following terms and conditions:

1. Definitions.

As used in all parts of this Agreement, including the recitals above, and exhibits attached hereto, the follow terms have the meanings specified below:

1.1 "Actions" or "Litigation" means the consolidated cases captioned: *Zahara, et al., v. CBIZ Inc, et. al.*, Case No. 23-cv-12725 (D. Mass.) and *Feagins v. Progress Software Corporation, et al.*, Case No. 23-cv-13030 (D. Mass.), which were transferred and/or coordinated with *In re: MOVEit Customer Data Security Breach Litig.*, MDL No. 1:23-md-03083-ADB, pending in the U.S. District Court for the

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District of Massachusetts before the Honorable Allison D. Burroughs. For the avoidance of doubt, "Actions" or "Litigation" also encompasses the Consolidated Amended Complaint filed in *In re: MOVEit Customer Data Security Breach Litig.*, MDL No. 1:23-md-03083-ADB (D. Mass.) in connection with both cases on October 14, 2026.

1.2 "Agreement" or "Settlement" means this Class Action Settlement Agreement and Release and all of its attachments and exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the Action between them and which is subject to approval by the Court.

1.3 "Approved Claim" means the timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator.

1.4 "CAFA Notice" means the Class Action Fairness Act Notice, required by the Class Action Fairness Act of 2008, 28 U.S.C. § 1715 ("CAFA"), that the Settlement Administrator shall serve upon the appropriate state and federal officials providing notice of the proposed Settlement. CAFA Notice is considered Costs of Notice and Administration.

1.5 "Class Counsel" means E. Michelle Drake of Berger Montague, PC, Gary F. Lynch of Lynch Carpenter, LLP, Douglas J. McNamara of Cohen Milstein Sellers & Toll PLLC, Karen H. Riebel of Lockridge Grindal Nauen PLLP, Charles E. Schaffer of Levin Sedran & Berman LLP, and Kristen A. Johnson of Hagens Berman Sobol Shapiro LLP, and those working at their direction for purposes of negotiating and executing this Settlement.

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1.6 "Class List" means the electronic list of individuals in the United States or residing on United States military installations outside the United States based on Defendant's records who were provided with notice by CBIZ that their Personally Identifiable Information and/or Protected Healthcare Information was included in files affected by the MOVEit Data Breach and, to the extent available, their last known postal addresses.

1.7 "Claim Form" means the form(s) Settlement Class Members must submit to be eligible for reimbursement under the terms of the Settlement, which is attached hereto as **Exhibit A**.

1.8 "Claims Period" means the ninety (90) day period following the Notice Deadline by which Settlement Class Members must file Claims online, or if by mail, the date by which the Claim must be postmarked.[2] For the avoidance of doubt, the final date to submit (or postmark) a Claim Form is the ninetieth (90th) day following the Notice Deadline.

1.9 "Costs of Notice and Administration" means all reasonable costs and expenses of the Settlement Administrator associated with or arising from the implementation and administration of the Settlement, including, without limitation, all costs and expenses of the notice program, preparation of the CAFA Notice and the declaration attesting to compliance with 28 U.S.C. § 1715(b), processing claim forms, and the distribution of the proceeds of the Settlement, along with any fees charged by the

[2] All time periods provided by this Agreement are stated in calendar days, not business days, unless otherwise specifically indicated.

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Escrow Agent. The Costs of Notice and Administration shall be paid to the Settlement Administrator as set forth in this Agreement.

1.10 "Complaint" means the Consolidated Amended Complaint filed in the *MOVEit* MDL in connection with the Actions. ECF No. 2142.

1.11 "Court" means the United States District Court for the District of Massachusetts.

1.12 "Defendant" or "CBIZ" means CBIZ, Inc.

1.13 "Defendant's Counsel" or "CBIZ's Counsel" means David Adler, Michael Thomas Marcucci, and Shimshon Balanson of Jones Day.

1.14 "Defendant Released Parties" means (i) CBIZ, its current, former, and future direct and indirect shareholders, owners, officers, directors, agents, partners, principals, managers, managing directors, employees, agents, consultants, independent contractors, successors, predecessors, assigns, parents, affiliates, direct and indirect subsidiaries, attorneys, insurers, and reinsurers; and (ii) the successors, predecessors, and assigns of each of the entities or individuals described in the foregoing clause (i). Excluded from Defendant Released Parties are Progress Software Corporation and any entity that provided data to CBIZ that contained the Personally Identifiable Information and/or Protected Health Information of individuals that were included in the data files affected by the MOVEit Data Breach. All Defendant Released Parties are intended third-party beneficiaries of this Agreement.

1.15 "Effective Date" of this Agreement means the last date by which all of the following have occurred:

a. The Parties have executed this Agreement;

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b. The Parties have submitted to the Court and the Court has entered the Final Approval Order without material changes to the Parties' proposed Final Approval Order; and

c. The time for seeking rehearing, appellate or other review of the Final Approval Order has expired, or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing review, appeal, or certiorari could be taken has finally expired.

1.16 "Escrow Account" means the Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1, *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, that will be established with the Escrow Agent to hold the Settlement Fund. Any costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund. At the written direction of Class Counsel, the Settlement Fund Escrow Agent shall invest the Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation or (b) secured by instruments backed by the full faith and credit of the United States Government. Class Counsel and Defendant shall not bear any responsibility or liability related to the investment of the Settlement Fund by the Escrow Agent. Any interest earned by the Qualified Settlement Fund shall be for the benefit of the Class Settlement Members as if it were an addition to the Settlement Fund.

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1.17 "Escrow Agent" shall mean Citibank, N.A., which will enter into an Escrow Agreement to carry out the tasks more fully detailed in that Escrow Agreement, including to receive, hold, invest, and disburse funds and pay notice-related costs and other reasonable administrative expenses authorized by the Court. The Parties may jointly agree to replace Citibank with another mutually agreeable financial institution.

1.18 "Final Approval Hearing" means the hearing to be held after Notice has been provided to Settlement Class Members, to determine whether the Settlement should obtain final approval.

1.19 "Final Approval Order" or "Final Approval" means an order signed and entered by the Court, which approves this Settlement, the Release and dismisses the Actions as to CBIZ, in a form substantially similar to the proposed Final Approval Order, attached as **Exhibit B**. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then the Final Approval Order includes all such orders.

1.20 "Long Form Notice" means the Court-approved form of Notice that shall be posted to the Settlement Website as contemplated by Section 9.2(e). The Long Form Notice shall be substantially in the form attached as **Exhibit E**.

1.21 "MOVEit Data Breach" means the exploitation of the MOVEit Transfer software vulnerability on or around May 2023 that impacted thousands of entities that used the software, including CBIZ, but, for purposes of this Agreement, only to the extent it impacted CBIZ.

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1.22 "Net Settlement Fund" means the monies remaining in the Settlement Fund after the Costs of Notice and Administration, and Court-approved Service Awards, and attorneys' fees and expenses are deducted.

1.23 "Notice" means the proposed Long Form Notice, Short Form Notice, and Reminder Notice of the Settlement to be provided to Settlement Class Members.

1.24 "Notice Deadline" means the date thirty (30) days after CBIZ's provision of the Class List to the Settlement Administrator.

1.25 "Objection Deadline" means sixty (60) days after the Notice Deadline.

1.26 "Opt Out Deadline" means sixty (60) days after the Notice Deadline.

1.27 "Parties" means the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and CBIZ.

1.28 "Parties' Counsel" means Class Counsel and CBIZ's Counsel.

1.29 "Plaintiff Released Parties" means the Settlement Class Members, Settlement Class Representatives, and Class Counsel.

1.30 "Preliminary Approval Order" or "Preliminary Approval" means the entry of an Order of Preliminary Approval in the form set forth in **Exhibit C,** or substantially in that form to the satisfaction of the Parties.

1.31 "Personally Identifiable Information and/or Protected Health Information" means names, dates of birth, addresses, email addresses, phone numbers, financial information, driver's license number, Social Security Numbers, health insurance information, medical records numbers, health care provider information, medical treatment information, and Medicaid and/or Medicare information.

1.32 "Progress" means Progress Software Corporation.

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1.33 "Release" means the release of all claims as described in Section 15.

1.34 "Released Claims" means any and all past, present, and future claims, demands, rights, actions or causes of action, suits, liabilities, damages, losses, obligations, judgments, suits, penalties, costs, sanctions, attorneys' fees, remedies, matters, proceedings and/or rights of any nature and description whatsoever, whether known or unknown, contingent or absolute, existing or potential, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, liquidated or unliquidated, legal, statutory, or equitable, in the Litigation, or in any court, tribunal, or proceeding by or on behalf of the Plaintiffs or any members of the Settlement Class, arising out of or relating to the MOVEit Data Breach, and which have been asserted or could have been asserted in the Litigation. Released Claims are to be construed broadly. Except for purposes of Sections 15.5 and 15.6, Released Claims does not include any claims against Progress Software Corporation.

1.35 "Reminder Notice" means the Court-approved form of Notice contemplated by this Agreement that shall be provided to Settlement Class Members in the manner contemplated by Section 9.3. The Reminder Notice shall be substantially in the form attached as **Exhibit F**.

1.36 "Service Award" means a payment made, subject to Court-approval, to the Settlement Class Representatives for their service in bringing this Litigation.

1.37 "Settlement Administrator" means Kroll Settlement Administration LLC. A different Settlement Administrator may be substituted if agreed to by the Parties and approved by order of the Court.

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1.38 "Settlement Benefits Plan" means the plan for processing claims and for distributing Settlement benefits to Settlement Class Members, which shall be presented by Class Counsel to the Court for approval in connection with a motion seeking a Preliminary Approval Order.

1.39 "Settlement Class" or "Settlement Class Members" means all individuals in the United States or residing on United States military installations outside the United States who were provided with notice by CBIZ that their Personally Identifiable Information and/or Protected Health Information was included in the MOVEit Data Breach. Excluded from the Settlement Class are (i) CBIZ, any entity in which CBIZ has a controlling interest, and CBIZ's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement. It is estimated that there are approximately 585,712 individuals in the Settlement Class.

1.40 "Settlement Class Representatives" or "Plaintiffs" means Plaintiffs Gary Zahara and Ricky Feagins.

1.41 "Settlement Fund" means the seven million, two-hundred thousand United States Dollars ($7,200,000.00) that CBIZ shall pay pursuant to Section 3 of this Agreement and that shall be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon, as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1, *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of

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1986, as amended. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the listed payments are made. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. The Settlement Fund represents the total extent of CBIZ's monetary obligations under this Agreement.

1.42 "Settlement Payments" means any payment to be made to Settlement Class Members who have filed Approved Claims.

1.43 "Settlement Website" means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but no later than the Notice Deadline, as a means for Settlement Class Members to obtain notice of and information about the Settlement, including hyperlinked access to the Settlement, Notice, Preliminary Approval Order, complaints, and such other documents as Class Counsel and CBIZ's Counsel mutually agree to post, or that the Court orders posted, on the website. These documents shall remain on the Settlement Website at least sixty (60) days after the Effective Date. The URL of the Settlement Website shall be mutually agreed to by the Parties. Settlement Class Members shall also be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall be approved by Class Counsel and Defendant's Counsel before it goes live, shall not include any advertising, and shall remain operational until at least sixty (60) days after the Effective Date.

1.44 "Taxes" means (i) any applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising

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in any jurisdiction with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon the Parties or the Parties' Counsel with respect to any income or gains earned by or in respect of the Settlement Fund; (ii) any other taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

1.45 "Short Form Notice" means the Court-approved form of Notice that Shall be provided to Settlement Class Members in the manner contemplated by Section 10.2. The Short Form Notice shall be substantially in the form attached as **Exhibit D**.

2. Settlement Class Certification.

2.1 The Parties agree, for purposes of this Settlement only, to the certification of the Settlement Class. If the Settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Party's position on the issue of class certification or any other issue. The Parties' agreement to certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

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3. The Settlement Fund.

3.1 CBIZ agrees, and will cause its successors and assigns to agree, to make or cause to be made a non-reversionary settlement payment of seven million, two-hundred thousand United States Dollars ($7,200,000.00) and deposit that settlement payment into the Escrow Account as follows:

a. Within thirty (30) days of the Court entering the Preliminary Approval Order and receipt of payment information and a W-9 for the Escrow Account, CBIZ, or its successors and assigns, shall pay or cause to be paid $512,200.00 into the Escrow Account to pay for the Costs of Notice and Administration; and

b. Within thirty (30) days after the Effective Date, CBIZ, or its successors and assigns, shall fund or cause to be funded the remaining balance of the Settlement Fund into the Escrow Account.

3.2 The Settlement Fund shall be used to pay for:

a. Costs of Notice and Administration;

b. Service Awards approved by the Court;

c. attorneys' fees and expenses approved by the Court; and

d. Settlement Payments for the Settlement Class as provided for in this Agreement, the Settlement Benefits Plan to be filed by Class Counsel and approved by the Court.

3.3 Under no circumstances shall CBIZ, or its successors and assigns, be obligated to pay or cause to be paid more than seven million, two-hundred thousand United States Dollars ($7,200,000.00). No funds shall revert back to CBIZ, or its successors and assigns, except in the event this Agreement is voided, cancelled, or

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terminated as described in Section 16 of this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to CBIZ, or its successors and assigns.

3.4 Class Counsel and/or the Settlement Administrator shall furnish to CBIZ (or its successors and assigns) and its insurers any required account information, wiring instructions, or necessary forms (including a properly completed and signed IRS Form W-9 that includes the employer identification number for the Settlement Fund Account) within ten (10) business days of the Court entering the Preliminary Approval Order. Class Counsel and/or the Settlement Administrator shall furnish to CBIZ (or its successors and assigns) and its insurers updated account information, wiring instructions, or necessary forms (including a properly completed and signed IRS Form W-9 that includes the employer identification number for the Settlement Fund Account) or confirm the accuracy of the previously provided information and forms within ten (10) days of the Effective Date.

4. The Escrow Account.

4.1 The Settlement Fund monies shall be held in the Escrow Account, with permissions granted to the Settlement Administrator to access said funds until such time as the payments listed in Sections 3.1 and 3.2 are made.

4.2 All funds held in the Escrow Account shall be deemed to be in the custody of the Court until such time as the funds shall be disbursed pursuant to this Agreement or further order of the Court.

4.3 No amounts may be withdrawn from the Escrow Account unless (i) authorized by this Agreement and the Settlement Benefits Plan, after approval by the Court; or (ii) otherwise approved by the Court.

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4.4 The Parties agree that the Settlement Fund is intended to constitute a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1, *et seq*., and that the Settlement Administrator shall be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3) shall be solely responsible for filing tax returns for the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund, without further order of court. The Parties further agree that the Escrow Account shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Escrow Account as a qualified settlement fund from the earliest date possible.

4.5 Upon or before establishment of the Escrow Account, the Settlement Administrator shall apply for an employer identification number for the Escrow Account utilizing IRS Form SS-4 and in accordance with Treasury Regulation § 1.468B- 2(k)(4). The Settlement Administrator and/or Class Counsel shall provide CBIZ and its insurers with that employer identification number on a properly completed and signed IRS Form W-9.

4.6 The Settlement Administrator shall file or cause to be filed, on behalf of the Escrow Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(l) and Treasury Regulation § l.468B-2(1)(2). Any contract, agreement, or understanding with the Settlement Administrator relating to the Escrow Account shall require the Settlement Administrator or its agent to file or cause to be filed, on

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behalf of the Escrow Account, all required federal, state, and local tax returns, information returns, including, but not limited to any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § l.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder, the costs of which shall be considered Costs of Notice and Administration, and paid from the Settlement Fund.

4.7 All Taxes relating to the Escrow Account shall be paid out of the Escrow Account, shall be considered to be Costs of Notice and Administration, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Escrow Account shall indemnify and hold harmless the Parties and the Parties' Counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments).

4.8 Other than the payment of the Settlement Fund monies as described in Section 3.1 of this Agreement, CBIZ shall have no responsibility, financial obligation, or liability whatsoever with respect to selection of the Escrow Account, investment of Escrow Account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Escrow Account or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Escrow Account.

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5. Business Practice Changes.

5.1 CBIZ represents that it has implemented and is implementing certain business practice changes regarding data privacy and security, including with respect to its use of file transfer software. Within thirty (30) days of the execution of this Settlement Agreement, CBIZ will provide a confidential declaration to Plaintiffs' Co-Lead Counsel outlining the business practice changes made.

6. Settlement Payments to Settlement Class Members.

6.1 Filing of Approved Claims. Only Settlement Class Members who submit Approved Claims during the Claims Period will receive a Settlement Payment under the Settlement.

a. The Claims Period will run for ninety (90) days after the Notice Deadline.

b. Settlement Class Members may submit a Claim Form to the Settlement Administrator electronically through the Settlement Website or by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked before midnight on the final day of the Claims Period. All Claim Forms must be submitted during the Claims Period and in the manner set forth in this Agreement to become Approved Claims.

c. In its discretion, to be reasonably exercised, the Settlement Administrator will review and determine the validity of all Claim Forms submitted. Claim Forms will be reviewed for completeness, plausibility, and reasonable traceability to the MOVEit Data Breach. The Settlement Administrator may require supplementation of a completed Claim Form or additional information needed to validate or audit a claim. To the extent that a Settlement Class Member fails to provide any supplementation or additional

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information if requested, the Settlement Administrator may determine that the Settlement Class Member failed to submit a valid claim and therefore reject that claim. Decisions of the Settlement Administrator as to the validity of any claims are final and cannot be appealed.

d. The Settlement Administrator will process valid claims of Settlement Class Members and distribute payments as soon as practicable after the Effective Date in accordance with the terms of this Agreement.

e. Fraudulent Submissions. The Settlement Administrator, with 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.

6.2 Settlement Benefits Plan. In connection with the Preliminary Approval Motion, Class Counsel shall present to the Court for approval the Settlement Benefits Plan, which shall describe in detail, among other things: (i) the benefits available to Settlement Class Members; and (ii) the process for submitting claims for such benefits.

a. The Settlement Administrator shall be responsible for implementing and executing the Settlement Benefits Plan.

b. As specified in Section 3.2, the costs associated with any benefits provided to Settlement Class Members under the Settlement Benefits Plan shall be paid from the Settlement Fund.

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7. Payment of Service Awards and Attorneys' Fees and Expenses.

7.1 Service Awards. The Settlement Class Representatives and Class Counsel shall submit a request to the Court for payment of Service Awards not to exceed two-thousand five-hundred United States Dollars ($2,500.00) each. The request for the Service Awards must be filed with the Court no later than twenty-one (21) days before the Objection Deadline. If approved by the Court, such Service Awards are to be paid by the Settlement Administrator from the Settlement Fund within sixty (60) days of the Effective Date. Any Service Awards and any requirements for obtaining any such payment are separate and apart from, and in addition to, any potential recovery for the Settlement Class Representatives as Settlement Class Members.

a. CBIZ agrees not to oppose any request to the Court for the Service Awards, provided that such request does not seek more than two-thousand five-hundred United States Dollars ($2,500.00) for each of the Settlement Class Representatives.

b. The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Service Awards. If the Court declines to approve, in whole or in part, a request for a Service Award, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of a Service Awards, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

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c. Any Service Award shall be paid and deducted exclusively from the Settlement Fund and shall not increase CBIZ's monetary obligation under this Agreement.

7.2 Attorneys' Fees and Expenses. Class Counsel shall submit a request to the Court for payment of attorneys' fees, expressed as a percentage of the value conferred by the Settlement on the Settlement Class, and for reimbursement of expenses incurred in prosecuting and settling the Litigation. Any request for Attorneys' fees and expenses must be filed with the Court at least twenty-one (21) days before the Objection Deadline. Plaintiff anticipates seeking an attorneys' fee award based on a percentage of the common fund, consistent with prevailing law in class action settlements in U.S. Court of Appeals for the First Circuit and in this MDL so far. If approved by the Court, such attorneys' fees and expenses are to be paid by the Settlement Administrator from the Settlement Fund within sixty (60) days of the Effective Date.

a. The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any attorneys' fees or Expenses. If the Court declines to approve, in whole or in part, a request for attorneys' fees or expenses, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of attorneys' fees or expenses, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

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b. Any Class Counsel attorneys' fees and expenses shall be paid and deducted exclusively from the Settlement Fund and shall not increase CBIZ's monetary obligation under this Agreement.

8. Presentation of Settlement to the Court.

8.1 Preliminary Approval. Upon execution of this Agreement, Class Counsel shall promptly file a motion seeking an order granting the Preliminary Approval Order (the "Preliminary Approval Motion"). Such motion shall also include and seek approval of the proposed Notice and the Settlement Benefits Plan.

a. Among other things, the Preliminary Approval Motion will ask the Court to: (a) preliminarily approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (b) provisionally certify the Settlement Class pursuant to Fed. R. Civ. P. 23 for settlement purposes only; (c) approve the appointment of the Settlement Administrator, notice program set forth herein, form and content of the Notice, and Claim Form; (d) approve the procedures set forth in this Settlement for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (e) stay and/or enjoin, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning any Released Claims; (f) appoint Class Counsel and Settlement Class Representatives; and (g) schedule a Final Approval Hearing at a date that provides sufficient time for the deadlines contemplated by this Settlement and that is convenient for the Court, at which time the Court will conduct an inquiry into the fairness, reasonableness, and adequacy of the Settlement, determine whether it was made in good faith and should be finally approved, as well as determine

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whether to approve Class Counsel's application for attorneys' fees and expenses and Service Award.

8.2 Settlement Benefits Plan. In connection with the Preliminary Approval Motion, Class Counsel shall present to the Court for approval the Settlement Benefits Plan, which shall describe in detail, among other things: (i) the benefits available to Settlement Class Members; and (ii) the process and timing for submitting claims for such benefits.

a. The Settlement Administrator shall be responsible for implementing and executing the Settlement Benefits Plan.

8.3 Final Approval. By no later than thirty (30) days prior to the Final Approval Hearing, Class Counsel shall move the Court to enter the Final Approval Order (the "Final Approval Motion"). Class Counsel shall move the Court for approval of attorneys' fees and expenses and Service Awards no later than twenty-one (21) days prior to the Objection Deadline. Objectors, if any, shall file any responses to Class Counsel's motions no later than seventeen (17) days prior to the Final Approval Hearing. By no later than ten (10) days prior to the Final Approval Hearing, responses shall be filed, if any, to any filings by objectors, and any replies in support of final approval of the Settlement or Class Counsel's application for attorneys' fee and expenses and Service Awards. In the Court's discretion, the Court also may hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel), who object to the Settlement and/or Class Counsel's request for attorneys' fees and expenses and Service Awards, provided the objectors filed timely objections that meet all the requirements listed in this Agreement.

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8.4 At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order, and whether to approve Class Counsel's Application for Attorney's Fees and Expenses and Service Awards. The proposed Final Approval Order that will be filed with the Final Approval Motion shall be in a form agreed upon by Class Counsel and CBIZ as set forth in Exhibit B attached hereto. Such proposed Final Approval Order shall, among other things:

a. Determine that the Settlement is fair, adequate, and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice provided satisfied the Federal Rules of Civil Procedure and due process requirements;

d. Dismiss all claims in the Litigation as to the Defendant Released Parties with prejudice;

e. Bar and enjoin the Plaintiff Released Parties from asserting any of the Released Claims, including during the pendency of any appeal from Final Approval;

f. Release and forever discharge the Defendant Released Parties from the Released Claims as provided in this Settlement; and

g. Reserve the Court's continuing and exclusive jurisdiction over CBIZ and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Settlement in accordance with its terms.

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9. Duties of Settlement Administrator.

9.1 Class Counsel has retained, subject to Court-approval—and CBIZ's approval, which shall not be unreasonably withheld—an independent Settlement Administrator.

9.2 The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement or the Settlement Benefits Plan after Court approval, and any other functions approved by the Court, including, but not limited to, the following:

a. Serving the CAFA Notice no later than ten (10) days after this Agreement is filed with the Court;

b. Providing a declaration attesting to compliance with 28 U.S.C. § 1715(b) to be filed with the Motion for Final Approval;

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

d. Providing Notice to Settlement Class Members;

e. Establishing and maintaining the Settlement Website;

f. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries timely;

g. Responding to any Settlement Class Member inquiries in a timely manner;

h. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;

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i. Receiving requests to opt out and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than fifteen (15) days following the deadline for submission of the same. If the Settlement Administrator receives any requests to opt out, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class and Defendant's Counsel;

j. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members and the approved attorneys' fee and expenses to Class Counsel;

k. Providing weekly or other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of Claims and later, settlement payments sent and delivered, payments accepted and cashed, undeliverable information, and any other requested information relating to filed Claim Forms and Settlement Payments. The Settlement Administrator shall also, as requested by Class Counsel or Defendant's Counsel and from time to time, provide the amounts remaining from any funds paid by Defendant.

l. In advance of the Final Approval 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;

m. Filing and paying any required Taxes that may be due and payable; and

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n. Performing any function related to settlement 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.

9.3 The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any such documents, communications, or other information to any person or entity, except as provided for in this Agreement or as ordered by the Court.

9.4 Neither the Parties nor the Parties' Counsel shall have any liability whatsoever with respect to any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement or the Settlement Benefits Plan, once approved by the Court.

9.5 The Settlement Administrator shall indemnify and hold harmless the Parties and the Parties' Counsel for any liability arising from any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement or the Settlement Benefits Plan, once approved by the Court.

10. Notice to Settlement Class Members.

10.1 Within ten (10) days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class List.

10.2 Following Defendant's provision of the Class List to the Settlement Administrator, Notice to the Settlement Class shall be provided in the following manner by the Notice Deadline:

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a. A Notice consistent with Exhibit D (the Short Form Notice) shall be mailed by postcard via U.S. Mail by the Settlement Administrator. The Notice will advise Settlement Class Members of the allegations asserted in the Litigation, how to file a claim, how to exclude themselves from the Settlement, how to object to the Settlement, and provide a URL for the Settlement Website. If at any time, the Parties have reason to believe that certain Settlement Class Members have not received mailed Notice, they may work in good faith to identify alternative means of contact.

b. Before mailing the Notice, the Settlement Administrator will update each Settlement Class Member's address through a reliable service of the Settlement Administrator's choosing that is consistent with its customary business practices. If any mail or email Notice is returned to the Settlement Administrator as undelivered and a forwarding address is provided, the Settlement Administrator will re-mail one additional time to the new addresses. For those Notices returned to the Settlement Administrator as undeliverable with no forwarding address, the Settlement Administrator will perform a skip trace search and/or make other reasonable efforts to locate an updated address, and, where such an address is found, will re-mail the notice to the updated address. For the avoidance of doubt, any individual on the Class List provided by CBIZ to the Settlement Administrator shall be deemed a Settlement Class Member despite the inability of the Settlement Administrator to locate a current mailing address or otherwise provide notice to the individual.

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c. The Settlement Administrator shall post the Notice consistent with Exhibit E (the Long Form Notice) and Claim Form consistent with Exhibit A on the Settlement Website established by the Settlement Administrator. The Settlement Administrator shall also provide Settlement Class Members the ability to submit the information for the Claim Form electronically via the Settlement Website.

10.3 The Settlement Administrator shall send a reminder Notice consistent with Exhibit F (the Reminder Notice) by email to Settlement Class Members, which emails shall be sent no sooner than forty (40) days before, and no later than twenty-five (25) days before, the end of the Claims Period. The Settlement Administrator shall also post the Reminder Notice on the Settlement Website.

10.4 The Notices approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties as may be reasonable and necessary, so long as any changes are not inconsistent with such approval and do not materially alter the language approved by the Court.

11. CAFA Notice.

11.1 CBIZ, in conjunction with the Settlement Administrator, will serve or cause to be served the CAFA Notice, no later than ten (10) days after this Agreement is filed with the Court. 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.

12. Opt-Outs.

12.1 The Notice shall include a procedure for Settlement Class Members to opt out from the Settlement by notifying, in writing, the Settlement Administrator of their intent

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to exclude themselves from the Settlement. Such written requests for exclusion must be postmarked no later than the Opt Out Deadline. The written request for exclusion must include:

a. The name of this Litigation or a decipherable approximation (*In re: MOVEit Customer Data Security Breach Litig.,* MDL No. 1:23-md-03083-ADB (D. Mass.) (CBIZ Actions));

b. The full name, address, telephone number, and signature of a Settlement Class Member; or the full name, address, telephone number, relationship, and signature of the Settlement Class Member or of any individual acting on behalf of a Settlement Class Member;

c. And the words "Opt-Out" or "Request for Exclusion" at the top of the document or a statement in the body of the document requesting exclusion from the Settlement.

12.2 Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator.

12.3 Any individual who submits a valid and timely request for exclusion in the matter described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

12.4 Any Settlement Class Member who does not provide a timely request for exclusion, for any reason, including lack of actual notice, or who does not provide all information required by this Settlement to exclude himself or herself, shall be

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deemed to be a Settlement Class Member upon expiration of the Opt Out Deadline, and shall be bound by the terms of the Settlement, including all releases in the Settlement and all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

13. Objections.

13.1 The Notice shall include a procedure for Settlement Class Members to object to the Settlement, Class Counsel's request for attorneys' fees, and expenses, and/or the application for Service Awards. Objections to the Settlement, Class Counsel's request for attorneys' fees and expenses and/or to the application for Service Awards must be filed electronically with the Court or mailed to the Clerk of the Court. For an objection to be considered by the Court, the objection must be: (a) filed by the Objection Deadline; or (b) mailed via USPS First Class Mail prepaid to the Clerk of Court at the address listed in the Notice and postmarked by no later than the Objection Deadline, as specified in the Notice. Each Settlement Class Member desiring to object to the settlement shall submit a timely written notice of his or her objection.

13.2 Any objection must be made in writing and must:

a. Clearly identify the case name and number: (*In re: MOVEit Customer Data Security Breach Litig.,* MDL No. 1:23-md-03083-ADB (D. Mass.) (CBIZ Actions));

b. Include the full name, address, telephone number, and email address of the person objecting;

c. Include the full name, address, telephone number, and email address of the objector's counsel (if the objector is represented by counsel);

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d. State whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection;

e. Confirm whether the objector or counsel on the objector's behalf will personally appear and/or testify at the Final Approval Hearing; and

f. Provide the objector's signature and the signature of the objector's duly authorized counsel or other duly authorized representative.

g. If the objector or his or her counsel intends to call witnesses or present evidence at the Final Approval Hearing, the objection also must contain a list identifying each witness and the topics of anticipated testimony that each witness will offer at the hearing.

13.3 Settlement Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. To the extent that any Settlement Class Member objects to the Settlement, and such objection is overruled by the Court, in whole or in part, such Settlement Class Member shall be bound by the Final Approval Order.

13.4 Any Settlement Class Member who both objects to the Settlement and opts out will be deemed to have opted out and the objection shall be deemed null and void.

14. Representations and Warranties.

14.1 Each Party represents that:

a. Such Party has the full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval;

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b. Such Party is voluntarily entering into this Agreement as a result of arm's-length negotiations conducted by its counsel;

c. Such Party is relying upon its own judgment, belief, and knowledge, and the advice and recommendations of its own independently selected counsel, concerning the nature, extent, and duration of its rights and claims hereunder and regarding all matters that relate in any way to the subject matter hereof;

d. Such Party has been represented by, and consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and has been given the opportunity to review independently this Agreement with such counsel and agree to the language of the provisions herein;

e. The execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party;

f. Except as provided herein, such Party has not been influenced to any extent in executing the Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party to the Agreement;

g. Each Party assumes the risk of mistake as to fact or law;

h. This Agreement constitutes a valid, binding, and enforceable agreement; and

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i. No consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

14.2 The Settlement Class Representatives represent and warrant that they have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Defendant Released Parties, and further covenants that they will not assign or otherwise transfer any interest in any of the Released Claims against any of the Defendant Released Parties.

14.3 The Settlement Class Representatives represent and warrant that they have no surviving claim or cause of action against any of the Defendant Released Parties with respect to any of the Released Claims.

14.4 Class Counsel represent and warrant that they have the approval of and authority to bind all counsel of record for plaintiffs in the Litigation to the applicable terms of this Agreement. Class Counsel further represent and warrant, for themselves and all counsel of record for plaintiffs in the Litigation, that all claims for attorneys' fees and costs relating to or arising from the Litigation will be exclusively satisfied from the Settlement Fund.

15. Releases.

15.1 As of the Effective Date, all Plaintiff Released Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Released Claims against the Defendant Released Parties, except for claims relating to the enforcement of the Settlement or this Agreement.

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15.2 Except for Settlement Class Members who have validly and timely elected to exclude themselves from or opt-out of the Settlement Class, each member of the Settlement Class is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against the Defendant Released Parties in any forum, action, or proceeding of any kind.

15.3 With respect to all Released Claims, Plaintiff Released Parties agree that they are expressly waiving and relinquishing to the fullest extent permitted by law (a) the provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, 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.

and (b) any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, that is similar, comparable or equivalent to Section 1542 of the California Civil Code.

15.4 As of the Effective Date, Defendant will release and discharge the Plaintiff Released Parties from any claims that arise out of or relate in any way to the institution, prosecution, or settlement of the Action, except for claims relating to the enforcement of the Settlement or this Agreement or claims for breach of this Agreement.

15.5 The Parties acknowledge that this Agreement is in good faith, consistent with and pursuant to Massachusetts General Law Chapter 231B, Section 4, and any similar

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provisions of law in any other jurisdiction, and the releases by the Plaintiff Released Parties in this Section 15 release and discharge all persons' or entities' claims for contribution, indemnification, and similar causes of action against Defendant Released Parties related to the Released Claims. Notwithstanding any other provision of this Agreement, this Agreement shall be admissible in any proceeding to support any argument, defense, or counterclaim relating to a claim for contribution, indemnification, or similar cause of action against any Defendant Released Parties. Plaintiffs and each of the other Settlement Class Members shall not assert, initiate, pursue, directly or indirectly participate in, encourage, facilitate, vote in favor of, or support any effort to direct or otherwise cause any other party to assert, initiate, or pursue any Released Claim by any party for contribution, indemnification, or a similar cause of action against Defendant Released Parties.

15.6 The Parties acknowledge that this Agreement is in good faith, consistent with and pursuant to Massachusetts General Law Chapter 231B, Section 4, and any similar provisions of law in any other jurisdiction, and Plaintiff Released Parties agree that any verdict or judgment obtained by or on behalf of any of the Plaintiff Released Parties in any action relating to any Released Claim, regardless of the jurisdiction, the claims asserted, or the relief sought, shall be reduced, waived, and extinguished as to any amounts found attributable to Defendant Released Parties.

15.7 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective

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notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein. Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

16. Termination.

16.1 This Agreement may be terminated by either the Settlement Class Representatives or CBIZ by serving on counsel for the opposing party and filing with the Court, a notice of termination within ten (10) days (or such longer time as may be agreed between Class Counsel and CBIZ) after any of the following occurrences:

a. Class Counsel and CBIZ mutually agree to termination before the Effective Date;

b. The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement as set forth in this Agreement;

c. The Court or any reviewing appellate court take any action to impair or reduce the scope or effectiveness of the releases set forth herein or to impose greater financial or other burdens on CBIZ than those contemplated by this Agreement.

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d. An appellate court reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand;

e. The Court or any reviewing appellate court incorporates different material items or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the proposed Final Approval Order, or the Settlement; or

f. The Effective Date does not occur.

16.2 Notwithstanding Section 16.1, if the Parties fail to obtain Preliminary Approval or Final Approval of the Settlement, or if the Final Approval Order is not upheld on appeal, the Parties shall negotiate in good faith in an attempt to modify the Settlement in a manner to effectuate the terms of this Agreement to obtain Preliminary Approval and Final Approval. If the Parties are unable to reach an agreement to modify the Settlement, then either Party may terminate this Agreement by providing notice of termination as provided above.

16.3 Notwithstanding Section 16.1, Defendant may, in its sole discretion, terminate this Agreement if more than a specified percentage of Settlement Class Members submit valid and timely requests to exclude themselves from the Settlement, as agreed to by the Parties in a separate writing that has been executed by them contemporaneously with the execution of this Agreement, and, if requested, submitted to the Court for *in camera* review. If Defendant elects to terminate the Settlement pursuant to this Section 16.3, it shall provide written notice to Class

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Counsel no later than ten (10) business days after Defendant receives a copy of the requests to opt out from the Settlement Administrator, as specified in Section 9.2(i).

16.4 If this Agreement is terminated pursuant to Section 16.1(a)-(e), 16.2, or 16.3 above, the following shall occur:

a. Within ten (10) days of receiving notice of a termination event from Defendant's Counsel, the Settlement Administrator shall pay to CBIZ an amount equal to the Settlement Fund, together with any interest or other income earned thereon, less (i) any Taxes paid or due with respect to such income and (ii) any reasonable and necessary Costs of Notice and Administration already actually incurred and paid or payable from the Settlement Fund pursuant to the terms of this Agreement;

b. The Parties shall return to the *status quo* in the Action as if the Parties had not entered into this Agreement;

c. Any Court orders approving certification of the Settlement Class and any other orders entered pursuant to this Agreement shall be null and void and vacated, and neither those orders nor any statements made in connection with seeking approval of the Agreement may be used in or cited by any person or entity in support of claims or defenses or in support or in opposition to a future class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim; and

d. This Agreement shall become null and void, and the fact of this Settlement and that CBIZ did not oppose certification of the Settlement Class shall not

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be used or cited by any person or entity in support of claims or defenses or in support of or in opposition to a future class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim.

17. No Admission of Wrongdoing.

17.1 CBIZ denies each and every claim and contention alleged against it in the Litigation and all charges of wrongdoing or liability alleged against it. Nonetheless, Defendant and its counsel have concluded that further continuation of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

17.2 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 or evidence of the validity, or lack thereof, of any Released Claims, wrongdoing, or liability of the Defendant 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, in any civil, criminal, and/or administrative proceeding in any court, administrative agency, and/or other tribunal or proceeding. Any of the Defendant Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against 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.

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18. Notices.

18.1 All notices to Class Counsel provided for in this Agreement shall be sent by either email or USPS First Class mail to the following:

E. Michelle Drake
BERGER MONTAGUE, PC
1229 Tyler St., NE, Ste. 205
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Kristen A. Johnson
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1 Faneuil Hall Square, 5th Floor
Boston, MA 02109
Tel: (617) 482-3700

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kristenj@hbsslaw.com

18.2 All notices to CBIZ or CBIZ's Counsel provided for in this Agreement shall be sent by either email or USPS First Class mail to the following:

Michael T. Marcucci
David F. Adler
JONES DAY
680 Atlantic Avenue, Suite 2400
Boston, MA 02110
Tel: (617) 960-3939
mmarcucci@jonesday.com
dfadler@jonesday.com

Shimshon Balanson
JONES DAY
901 Lakeside Ave.
Cleveland, OH 44114
Tel: (216) 586-0614
sbalanson@jonesday.com

18.3 The notice recipients and addresses designed in this Section may be changed by written notice posted to the Settlement Website.

19. Miscellaneous Provisions.

19.1 Further Steps. The Parties agree that they each shall undertake any further required steps to effectuate the purposes and intent of this Agreement.

19.2 Cooperation. The Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement and (ii) agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Settlement Agreement.

19.3 Settlement Class Member Communications. Defendant shall not authorize any communication that is intended or reasonably likely to encourage Settlement Class

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Members to exclude themselves from the Settlement or to object to the Settlement. Defendant may, however, continue any and all ordinary-course-of-business communications with Settlement Class Members. Defendant may further, in its discretion, authorize communications referring all questions from Settlement Class Members regarding the Settlement to the Notice, Class Counsel, the Settlement Administrator, and the Settlement Website.

19.4 Authority. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and to bind the Parties hereto to the terms and conditions hereof. Any person executing this Settlement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Settlement to all of the terms and provisions of this Settlement.

19.5 Recitals. The recitals set forth above shall be and hereby are terms of this Agreement as if set forth herein.

19.6 Headings. 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.

19.7 Integration. This Agreement (along with any exhibits attached hereto) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

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19.8 Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

19.9 Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purposes of the invocation of the doctrine of contra proferentem. This Agreement is a collaborative effort of the Parties and their attorneys.

19.10 Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular and all references to the singular shall also mean the plural whenever the context so indicates.

19.11 Modification or Amendment. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. Modification of the Settlement Agreement following Preliminary Approval will require approval of the Court.

19.12 Waiver. The waiver by one Party of any breach of the Settlement by any other Party shall not be deemed a waiver, by that Party or by any other Party to the Settlement, of any other prior or subsequent breach of the Settlement.

19.13 Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the 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.

19.14 Counterparts. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one

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and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

19.15 Electronic Mail. Transmission of a signed Agreement by electronic mail shall constitute receipt of an original signed Agreement by mail.

19.16 Successors and Assigns. The Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties to the Settlement.

19.17 Governing Law. The construction, interpretation, operation, effect, and validity of the Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws, except to the extent federal law requires that federal law govern.

19.18 Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement. The Court also shall retain exclusive jurisdiction over any determination of whether any subsequent suit is released by the Settlement Agreement.

19.19 Arm's-Length Negotiation. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

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19.20 No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after the Judgment is entered.

19.21 Representations/Warranties Regarding Other Potential Plaintiffs or Legal Claims. Class Counsel represent and warrant that they do not represent any clients, or have knowledge of any potential clients, with claims or potential claims against CBIZ or Defendant Released Parties aside from the Released Claims. Plaintiffs and Class Counsel each represent and warrant that neither of them is aware of any potential plaintiff, or any attorney other than Class Counsel, who intends to make demands or bring litigation against CBIZ or Defendant Released Parties. Plaintiff and Class Counsel each further represent and warrant that neither of them has been notified or otherwise informed of any such intention or consideration thereof. Plaintiff and Class Counsel each further represent and warrant that neither of them has been referred to any other attorney or any other individual alleging to have, asserting, pursuing, or seeking to pursue any claims against CBIZ or Defendant Released Parties. Class Counsel represent and warrant that they have removed all advertisements, including social media posts, soliciting potential clients to pursue claims against CBIZ or Defendant Released Parties. Class Counsel further represent and warrant that they have removed any other publications, including social media posts, announcing, publicizing, or describing the Released Claims, to the extent published by Class Counsel.

19.22 Bar to Future Suits. Upon entry of the Final Approval Order, Plaintiff Released Parties shall be enjoined from prosecuting any Released Claim in any proceeding

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against Defendant Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

19.23 Non-Disparagement. The Settlement Class Representatives, Class Counsel, Defendant, and Defendant's Counsel agree not to make any statements, written or verbal, or to cause or encourage any other person to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the Parties and their respective counsel concerning all Released Claims, as well as this Litigation, the Settlement, this Agreement, and any discussions, interactions, or negotiations of the Settlement by the Parties and their counsel.

[THIS SECTION INTENTIONALLY LEFT BLANK.
SIGNATURES ON FOLLOWING PAGE.]

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WE AGREE TO THESE TERMS:

Class Counsel on behalf of the Settlement Class Representatives (who have specifically assented to the terms of this Settlement) and the Settlement Class:

DocuSigned by:
A5B8E4F3CBC84FF...
E. Michelle Drake
Date: 10/27/2026

Signed by:
BBC601F0F0B8419...
Gary F. Lynch
Date: 10/21/2026

Signed by:
EC2DF359C43F4B6...
Douglas J. McNamara
Date: 10/20/2026

DocuSigned by:
8FE8000AE2AF40E...
Karen H. Riebel
Date: 10/20/2026

DocuSigned by:
C57F930DFF0B448...
Charles E. Schaffer
Date: 10/20/2026

Signed by:
A2DCF6237AC844B...
Kristen A. Johnson
Date: 10/20/2026

CBIZ, Inc.

Title:
Date:

WE AGREE TO THESE TERMS:

Class Counsel on behalf of the Settlement Class Representatives (who have specifically assented to the terms of this Settlement) and the Settlement Class:

E. Michelle Drake
Date:

Gary F. Lynch
Date:

Douglas J. McNamara
Date:

Karen H. Riebel
Date:

Charles E. Schaffer
Date:

Kristen A. Johnson
Date:

CBIZ, Inc.



Jerome P. Grisko, Jr.
Title: President & CEO
Date: October 29, 2026