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**IN THE DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE SAN FRANCISCO 49ers DATA
BREACH LITIGATION

Case No. 3:22-cv-05138-JD

**CLASS ACTION SETTLEMENT
AGREEMENT**

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This Settlement Agreement, dated as of June 8, 2023, is made and entered into by and among the following Settling Parties (as defined below): Samantha Donelson, James Sampson, and Katherine Finch (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel of record, and Forty Niners Football Company LLC (“the 49ers” and, together with Plaintiffs, the “Parties”), by and through its counsel of record, Casie Collignon of Baker & Hostetler LLP. The Settlement Agreement (as defined below) is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof:

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THE LITIGATION

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Plaintiffs allege that on February 6, 2022, cybercriminals bypassed the 49ers’ security systems undetected and accessed PII as part of a “ransomware” attack (“Data Incident”). Plaintiffs further allege that, as a result of the Data Incident, the criminals gained access to Plaintiffs’ and “other consumers[’]” personal information, including but not limited to name, date of birth, and Social Security Number” (collectively, “PII”).

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After discovering the Data Incident, the 49ers notified approximately 20,930 individuals of the Data Incident. 49ers offered individuals who also had their social security or driver’s license number impacted one year of free credit monitoring.

1 Individuals, including Plaintiffs, were mailed notices of the Data Incident in or around August
2 31, 2022 and September 1, 2022. On September 9, 2022, Plaintiff Samantha Donelson filed a lawsuit
3 asserting claims against the 49ers relating to the Data Incident. On December 22, 2022, Plaintiff James
4 Sampson filed a separate lawsuit asserting claims against the 49ers relating to the Data Incident. On
5 January 10, 2023, Plaintiff Katherine Finch filed a separate lawsuit asserting claims against the 49ers
6 relating to the Data Incident. On February 23, 2023, the Court consolidated these matters, and on April
7 4, 2023, Plaintiffs filed the operative amended class-action complaint in the United States District Court
8 for the Northern District of California. The case is titled *In re San Francisco 49ers Data Breach*
9 *Litigation*, Case No. 2:22-cv-05138-JD (N.D. Cal.) (the “Litigation”).

10 From the onset of the Litigation, and over the course of several months, the Parties engaged in
11 settlement negotiations. The Parties participated in a formal mediation presided over by Bruce Friedman,
12 Esq. on January 23, 2023. As a result of these negotiations and the mediation, the Parties reached a
13 settlement, which is memorialized in this settlement agreement (“Settlement Agreement”).

14 Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all
15 claims and causes of action asserted, or that could have been asserted, against the 49ers and the Released
16 Persons (as defined below) relating to the Data Incident, by and on behalf of Representative Plaintiffs
17 and the Settlement Class (as defined below).

18 **CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING**

19 Plaintiffs believe the claims asserted in the Litigation, as set forth in the Amended Class Action
20 Complaint, have merit. Plaintiffs and Proposed Settlement Class Counsel recognize and acknowledge,
21 however, the expense and length of continued proceedings necessary to prosecute the Litigation against
22 the 49ers through motion practice, trial, and potential appeals. They have also considered the uncertain
23 outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation,
24 especially in complex class actions. Proposed Settlement Class Counsel are highly experienced in class
25 action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue
26 generally in such litigation and in this Litigation. They have determined that the settlement set forth in
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1 this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement
2 Class.

3 **DENIAL OF WRONGDOING AND LIABILITY**

4 The 49ers deny each and all of the claims and contentions alleged against it in the Litigation.
5 The 49ers deny all charges of wrongdoing or liability as alleged, or which could be alleged, in the
6 Litigation. Nonetheless, the 49ers have concluded that further conduct of the Litigation would be
7 protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the
8 manner and upon the terms and conditions set forth in this Settlement Agreement. The 49ers have
9 considered the uncertainty and risks inherent in any litigation. The 49ers have, therefore, determined
10 that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and
11 conditions set forth in this Settlement Agreement

12 **TERMS OF THE SETTLEMENT**

13 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs,
14 individually and on behalf of the Settlement Class and the 49ers that, subject to the approval of the
15 Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and
16 released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, and the
17 Settlement Class, except those members of the Settlement Class who lawfully opt-out of the Settlement
18 Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows.

19 **1. Definitions**

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

21 1.1 “Agreement” or “Settlement Agreement” means this agreement.

22 1.2. “California Settlement Subclass” means all persons residing in California who were
23 mailed notification of the Data Incident from the 49ers at a California address .

24 1.3 “California Settlement Subclass Member(s)” means all persons meeting the definition of
25 the California Settlement Subclass.

26 1.4 “Claims Administration” means the processing and payment of claims received from
27 members of the Settlement Class by the Claims Administrator.

1 1.5 “Claims Administrator” means Kroll Settlement Administration LLC, a company
2 experienced in administering class action claims generally and specifically those of the type provided
3 for and made in data breach litigation.

4 1.6 “Claims Deadline” means the postmark and/or online submission deadline for valid
5 claims submitted pursuant to ¶¶ 2.1, 2.2 and 2.3.

6 1.7 “Claim Form” means the claim form to be used by members of the Settlement Class to
7 submit a Settlement Claim, either through the mail or online through the Settlement Website,
8 substantially in the form as shown in **Exhibit C** to this Agreement.

9 1.8 “Costs of Claims Administration” means all actual costs associated with or arising from
10 Claims Administration.

11 1.9 “Court” means the United States District Court for the Northern District of California.

12 1.10 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set
13 forth in this Agreement.

14 1.11 “Effective Date” means the first date by which all of the events and conditions
15 specified in ¶ 1.12 herein have occurred and been met.

16 1.12 “Final” means the occurrence of all of the following events: (i) the settlement pursuant
17 to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that
18 term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has
19 expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been
20 affirmed in its entirety by the court of last resort to which such appeal may be taken, and such
21 dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding
22 the above, any order modifying or reversing any attorneys’ fee award or service award made in this
23 case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the
24 Judgment.

25 1.13 “Final Approval Order” means the order finally approving the Settlement and entering
26 judgment. The Settling Parties’ proposed form of Final Approval Order is attached hereto as **Exhibit**
27 **E**.

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1 1.14 “Judgment” means a judgment rendered by the Court.

2 1.15 “Long Notice” means the long form notice of settlement posted on the Settlement
3 Website, substantially in the form as shown in **Exhibit B** to this Agreement.

4 1.16 “Notice Commencement Date” means thirty days following entry of the Preliminary
5 Approval Order.

6 1.17 “Objection Date” means the date by which members of the Settlement Class must mail
7 to Proposed Settlement Class Counsel and counsel for the 49ers or, in the alternative, file with the
8 Court through the Court’s electronic case filing (“ECF”) system their objection to the Settlement
9 Agreement for that objection to be effective. The postmark date shall constitute evidence of the date of
10 mailing for these purposes.

11 1.18 “Opt-Out Date” means the date by which members of the Settlement Class must mail
12 their requests to be excluded from the Settlement Class for that request to be effective. The postmark
13 date shall constitute evidence of the date of mailing for these purposes.

14 1.19 “Person” means an individual, corporation, partnership, limited partnership, limited
15 liability company or partnership, association, joint stock company, estate, legal representative, trust,
16 unincorporated association, government or any political subdivision or agency thereof, and any
17 business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives,
18 or assignees.

19 1.20 “Preliminary Approval Order” means the order preliminarily approving the Settlement
20 Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’
21 proposed form of Preliminary Approval Order is attached hereto as **Exhibit D**.

22 1.21 “Proposed Settlement Class Counsel” means Matthew R. Wilson and Michael J. Boyle,
23 Jr. of Meyer Wilson Co., LPA, Sam Strauss and Raina Borelli of Turke and Strauss, LLP, John J.
24 Nelson of Milberg Coleman Bryson Phillips Grossman PLLC, and M. Anderson Berry and Gregory
25 Haroutunian of Clayco C. Arnold, A Professional Law Corp.

26 1.22 “Related Entities” means the 49ers’s respective past or present parents, subsidiaries,
27 divisions, and related or affiliated entities, and each of their respective predecessors, successors,
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1 directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes,
2 without limitation, 49ers Enterprises, LLC, and any Person related to any such entity who is, was, or
3 could have been named as a defendant in any of the actions in the Litigation, other than any Person
4 who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing,
5 aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

6 1.23 “Released Claims” shall collectively mean any and all past, present, and future claims
7 and causes of action including, but not limited to, any causes of action arising under or premised upon
8 any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state,
9 province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in
10 effect in any states in the United States as defined below; violations of the California Unfair Competition
11 Law, Cal. Bus. & Prof. Code § 17200 *et seq.*, and all similar state consumer-protection statutes;
12 violations of the California Consumer Protection Act of 2018, Cal. Civ. Code § 1798, *et seq.* and all
13 similar state privacy-protection statutes; negligence; negligence *per se*; breach of contract; breach of
14 implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud;
15 misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment;
16 wantonness; failure to provide adequate notice pursuant to any breach notification statute or common
17 law duty; and including, but not limited to, any and all claims for damages, injunctive relief,
18 disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest,
19 credit monitoring services, the creation of a fund for future damages, statutory damages, punitive
20 damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver,
21 whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct
22 or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted,
23 or could have been asserted, by any member of the Settlement Class against any of the Released Persons
24 based on, relating to, concerning or arising out of the Data Incident and alleged theft of personal
25 information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise
26 described in the Litigation. Released Claims shall not include the right of any Settlement Class Member
27 or any of the Released Persons to enforce the terms of the settlement contained in this Settlement
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1 Agreement, and shall not include the claims of members of the Settlement Class Members who have
2 timely excluded themselves from the Settlement Class.

3 1.24 “Released Persons” means the 49ers and its Related Entities and each of its past or
4 present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective
5 predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and
6 reinsurers.

7 1.25 “Plaintiffs” and “Representative Plaintiffs” mean Samantha Donelson, James Sampson,
8 and Katherine Finch.

9 1.26 “Data Incident” means the cyberattack perpetrated on the 49ers on or about February 6,
10 2022, in which third-party criminals gained unauthorized access to the 49ers’s network and gained
11 unauthorized access to the personal information of Plaintiffs and other consumers.

12 1.27 “Settlement Claim” means a claim for settlement benefits made under the terms of this
13 Settlement Agreement.

14 1.28 “Settlement Class” means all persons who were mailed notice by the 49ers that their
15 personal and/or financial information was impacted in a data incident occurring between February 6,
16 2022 and February 11, 2022. The Settlement Class specifically excludes: (i) the 49ers, the Related
17 Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly
18 request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and
19 family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal
20 law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who
21 pleads *nolo contendere* to any such charge..

22 1.29 “Settlement Class Member(s)” means all persons meeting the definition of the Settlement
23 Class.

24 1.30 “Settlement Website” means a website, the URL for which to be mutually selected by
25 the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement
26 Agreement, their rights, dates and deadlines and related information, as well as provide the Settlement
27 Class Members with the ability to submit a Settlement Claim online.

1 1.31 “Settling Parties” means, collectively, the 49ers and Plaintiffs, individually and on behalf
2 of the Settlement Class.

3 1.32 “Short Notice” means the short form notice of the proposed class action settlement,
4 substantially in the form as shown in **Exhibit A** to this Agreement. The Short Notice will direct
5 recipients to the Settlement Website and inform members of the Settlement Class of, among other things,
6 the Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final Fairness Hearing
7 (if set prior to the Commencement Date (as defined below)).

8 1.33 “Unknown Claims” means any of the Released Claims that any member of the Settlement
9 Class, including any Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release
10 of the Released Persons that, if known by him or her, might have affected his or her settlement with,
11 and release of, the Released Persons, or might have affected his or her decision not to object to and/or
12 to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling
13 Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have,
14 and each of the other members of the Settlement Class intend to and shall be deemed to have, and by
15 operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California
16 Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any
17 state, province, or territory of the United States (including, without limitation, California Civil Code §§
18 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South
19 Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code
20 §1542, which provides:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
22 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
23 FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY
24 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
25 WITH THE DEBTOR OR RELEASED PARTY.

26 Members of the Settlement Class, including Plaintiffs, and any of them, may hereafter discover
27 facts in addition to, or different from, those that they, and any of them, now know or believe to be true
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1 with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each
2 other member of the Settlement Class shall be deemed to have, and by operation of the Judgment shall
3 have, upon the Effective Date, fully, finally and forever settled and released any and all Released
4 Claims. The Settling Parties acknowledge, and members of the Settlement Class shall be deemed by
5 operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the
6 Settlement Agreement of which this release is a part.

7 1.34 “United States” as used in this Settlement Agreement includes the District of Columbia
8 and all territories.

9 1.35 “Valid Claims” means Settlement Claims in an amount approved by the Claims
10 Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

11 **2. Settlement Benefits**

12 2.1 Expense Reimbursement. All members of the Settlement Class who submit a Valid Claim
13 using the Claim Form are eligible for the following documented out-of-pocket expenses, not to exceed
14 \$2,000 per member of the Settlement Class, that were incurred as a result of the Data Incident: (i)
15 unreimbursed bank fees; (ii) long distance telephone charges; (iii) cell minutes (only if charged by
16 minute), Internet usage charges (only if charged by the minute or by the amount of data usage and
17 incurred solely as a result of the Data Incident), and text messages (only if charged by the message and
18 incurred solely as a result of the Data Incident); (iv) postage; (v) gasoline for local travel; and (vi)
19 expenses stemming from credit reports, credit monitoring, or other identity theft protection purchased
20 between February 6, 2022 and the end of the Claims Period. To receive reimbursement for any of the
21 above-referenced out-of-pocket expenses, Settlement Class Members must submit (i) their name and
22 current address; (ii) supporting documentation of such out-of-pocket expenses; and (iii) a description of
23 the loss, if not readily apparent from the documentation.

24 Members of the Settlement Class are also eligible to receive up to four hours of lost time spent
25 dealing with issues arising out of the Data Incident (calculated at the rate of \$25 per hour), but only if
26 at least one (1) full hour was spent dealing with the Data Incident. Members of the Settlement Class
27 must attest on the Claim Form to the time spent by selecting a check-box style description of the time
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1 spent, or by providing a written description if no checkbox is applicable. No documentation other than
2 a description of their actions shall be required for members of the Settlement Class to receive
3 compensation for attested time. Claims made for lost time can be combined with claims made for out-
4 of-pocket expenses and, together with the out-of-pocket expenses, are subject to the \$2,000 cap for each
5 member of the Settlement Class.

6 2.2 Extraordinary Expense Reimbursement: All members of the Settlement Class who have
7 suffered a proven monetary loss and who submit a Valid Claim using the Claim Form are eligible for
8 up to \$7,500 if: (1) the loss is an actual, documented and unreimbursed monetary loss; (2) the loss was
9 more likely than not caused by the Data Incident; (3) the loss occurred between February 6, 2022, and
10 the Claims Deadline; and (4) the loss is not already covered by one or more of the reimbursement
11 categories listed in ¶ 2.1; and the member of the Settlement Class made reasonable efforts to avoid, or
12 seek reimbursement for, the loss, including but not limited to exhaustion of all available credit
13 monitoring insurance and identity theft insurance.

14 2.3 Members of the Settlement Class seeking reimbursement under ¶¶ 2.1 and/or 2.2 must
15 complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or
16 before the 90th day after the Notice Commencement Date. The notice to the class will specify this
17 deadline and other relevant dates described herein. The Claim Form must be verified by the member of
18 the Settlement Class with a statement that his or her claim is true and correct, to the best of his or her
19 knowledge and belief, and is being made under penalty of perjury. Notarization shall not be required.
20 The member of the Settlement Class must submit reasonable documentation that the out-of-pocket
21 expenses and charges claimed were both actually incurred and plausibly arose from the Data Incident.
22 Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as
23 requested on the Claim Form, shall result in denial of a claim. No documentation is needed for lost-
24 time expenses. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the
25 provisions stated in ¶ 2.6.

26 2.4 Cash Payment for California Settlement Subclass Members. All California Settlement
27 Subclass Members who submit a Valid Claim using the Claim Form shall be eligible to receive a
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1 payment of \$85 provided that the California Settlement Subclass Member attests, under oath, that he or
2 she lived at a valid California address at the time of the Data Incident.

3 This additional amount can be combined with a claim for reimbursement for lost time and for
4 out-of-pocket losses under ¶ 2.1, and can be combined (if applicable) with reimbursement for losses
5 under ¶ 2.2.

6 2.5 Identity-Theft Protection. All members of the Settlement Class who submit a Valid
7 Claim using the Claim Form are eligible for 24 months of free three-bureau identity-theft protection.
8 For members of the Settlement Class who opted to receive the one year of credit monitoring initially
9 offered by the 49ers, the identity theft protections shall be in addition to that year. The identity theft
10 shall include, at least, the following, or similar, services:

11 Dark web monitoring to monitor user data points on the dark web. Public persona monitoring
12 and identification for when unauthorized names, aliases, and addresses become associated with an
13 individual's social security number. Quick cash scan – monitoring of online, rent-to-own, and payday
14 lender storefronts for unauthorized activity. An alert will be generated when new loans or inquiries are
15 detected; \$1M Identity Theft Insurance, which will reimburse expenses associated with restoring one's
16 identity should they become a victim of identity theft.

17 2.6 Dispute Resolution for Claims.

18 2.6.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will
19 determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all
20 information needed to complete the Claim Form, including any documentation that may be necessary to
21 reasonably support the out-of-expenses described in ¶¶ 2.1 and 2.2; and (3) the information submitted
22 could lead a reasonable person to conclude that more likely than not the claimant has suffered the
23 claimed losses as a result of the Data Incident. The Claims Administrator may, at any time, request
24 from the claimant, in writing, additional information as the Claims Administrator may reasonably
25 require in order to evaluate the claim, e.g., documentation requested on the Claim Form, information
26 regarding the claimed losses, available insurance and the status of any claims made for insurance
27 benefits, and claims previously made for identity theft and the resolution thereof. For any such Claims
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1 that the Claims Administrator determines to be implausible, the Claims Administrator will submit those
2 Claims to the Settling Parties (one Plaintiffs' lawyer shall be designated to fill this role for all Plaintiffs).
3 If the Settling Parties do not agree with the Settlement Administrator's determination, after meeting and
4 conferring, then the Claim shall be referred for resolution to the claim_referee, to be selected by the
5 Parties if needed. Any costs associated with work performed by the claims referee shall be paid by the
6 49ers.

7 2.6.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is
8 not accompanied by sufficient documentation to determine whether the claim is facially valid, the
9 Claims Administrator shall request additional information and give the claimant thirty (30) days to cure
10 the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed invalid
11 and there shall be no obligation to pay the claim.

12 2.6.3 Following receipt of additional information requested by the Claims
13 Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount,
14 or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the
15 Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the
16 claim is not facially valid because the claimant has not provided all information needed to complete the
17 Claim Form and evaluate the claim, then the Settlement Administrator may reject the claim without any
18 further action.

19 2.6.4 Settlement Class Members shall have thirty (30) days from receipt of the offer to
20 accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement
21 Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have
22 fifteen (15) days to reconsider its initial adjustment amount and make a final determination. If the
23 claimant approves the final determination, then the approved amount shall be the amount to be paid. If
24 the claimant does not approve the final determination within thirty (30) days, then the dispute shall be
25 submitted to the Settling Parties. If the Settling Parties do not agree with the Settlement Administrator's
26 determination, or are unable to reach a mutually satisfactory resolution after meeting and conferring,
27 then the Claim shall be referred for resolution to the claim_referee, to be selected by the Parties if needed.

1 2.6.5 If any dispute is submitted to the claims referee, the claims referee may approve
2 the Claims Administrator’s determination by making a ruling within fifteen (15) days. The claims
3 referee may make any other final determination of the dispute or request further supplementation of a
4 claim within thirty (30) days. The claims referee’s determination shall be based on whether the claims
5 referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely
6 than not caused by the Data Incident. The claims referee shall have the power to approve a claim in full
7 or in part. The claims referee’s decision will be final and non-appealable. Any claimant referred to the
8 claims referee shall reasonably cooperate with the claims referee, including by either providing
9 supplemental information as requested or, alternatively, signing an authorization allowing the claims
10 referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for
11 denial of the claim in full. The claims referee shall make a final decision within thirty (30) days of
12 receipt of all supplemental information requested. The Parties shall jointly select an acceptable claims
13 referee if the need for one arises under the terms of this section.

14 2.7 Business Practices Changes. Plaintiffs have received assurances in the form of a
15 confidential declaration (suitable for filing under seal if the need to do so arises) that the 49ers have
16 implemented or will implement certain reasonable steps to adequately secure its systems and
17 environments.

18 2.8 Confirmatory Discovery. The 49ers have provided reasonable access to confidential
19 confirmatory discovery regarding the number of Settlement Class Members and state of residence, the
20 facts and circumstances of the Data Incident and the 49ers’ response thereto, and the changes and
21 improvements that have been made or are being made to further protect Settlement Class Members’ PII.

22 2.9 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶
23 3.1 and 3.2, Costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, and the costs of Dispute
24 Resolution described in ¶ 2.5, shall be paid by the 49ers.

25 2.10 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement
26 only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement
27 is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the
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1 terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement
2 Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement
3 Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue
4 of class certification or any other issue. The Settling Parties' agreement to the certification of the
5 Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other
6 proceeding, case or action, as to which all of their rights are specifically preserved.

7 **3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing**

8 3.1 As soon as practicable after the execution of the Settlement Agreement, Proposed
9 Settlement Class Counsel and counsel for the 49ers shall jointly submit this Settlement Agreement to
10 the Court, and Proposed Settlement Class Counsel will file a motion for preliminary approval of the
11 settlement with the Court requesting entry of a Preliminary Approval Order in the form to be agreed
12 upon by the parties, or an order substantially similar to such form in both terms and cost, requesting,
13 among other things:

- 14 a) certification of the Settlement Class for settlement purposes only pursuant to ¶
15 2.10;
- 16 b) preliminary approval of the Settlement Agreement as set forth herein;
- 17 c) appointment of Proposed Settlement Class Counsel as Settlement Class
18 Counsel;
- 19 d) appointment of Plaintiffs as Class Representatives;
- 20 e) approval of a customary form of Short Notice to be mailed to Settlement Class
21 Members in a form substantially similar to the one attached as **Exhibit A** to
22 this Agreement;
- 23 f) approval of the Long Notice to be posted on the Settlement Website in a form
24 substantially similar to the one attached as **Exhibit B** to this Agreement,
25 which, together with the Short Notice, shall include a fair summary of the
26 parties' respective litigation positions, the general terms of the settlement set
27 forth in the Settlement Agreement, instructions for how to object to or opt-out
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1 of the settlement, the process and instructions for making claims to the extent
2 contemplated herein, and the date, time and place of the Final Fairness
3 Hearing; and

- 4 g) appointment of Kroll Settlement Administration LLC as the Claims
5 Administrator.

6 The Short Notice and Long Notice have been reviewed and approved by the Claims
7 Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court
8 for approval.

9 3.2 The 49ers shall pay for providing notice to the Settlement Class in accordance with the
10 Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims
11 Administration. Attorneys' fees, costs, and expenses of Settlement Class Counsel, and service awards
12 to Class Representatives, as approved by the Court, shall be paid by the 49ers as set forth in ¶ 7 below.
13 Notice shall be provided to Settlement Class Members by the Claims Administrator as follows:

- 14 a) *Class Member Information*: No later than seven (7) days after entry of the
15 Preliminary Approval Order, the 49ers shall provide the Claims Administrator
16 with the name, and last known physical address of each Settlement Class
17 Member (collectively, "Class Member Information") that the 49ers possess.

- 18 • The Class Member Information and its contents shall be used
19 by the Claims Administrator solely for the purpose of
20 performing its obligations pursuant to this Settlement
21 Agreement and shall not be used for any other purpose at any
22 time. Except to administer the settlement as provided in this
23 Settlement Agreement, or provide all data and information in
24 its possession to the Settling Parties upon request, the Claims
25 Administrator shall not reproduce, copy, store, or distribute in
26 any form, electronic or otherwise, the Class Member
27 Information.

1 b) *Settlement Website:* Prior to the dissemination of the Class Notice, the Claims
2 Administrator shall establish the Settlement Website that will inform
3 Settlement Class Members of the terms of this Settlement Agreement, their
4 rights, dates and deadlines and related information. The Settlement Website
5 shall include, in .pdf format and available for download, the following: (i) the
6 Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv)
7 this Settlement Agreement; (v) the operative Amended Class Action
8 Complaint filed in the Litigation; and (vi) any other materials agreed upon by
9 the Parties and/or required by the Court. The Settlement Website shall provide
10 Class Members with the ability to complete and submit the Claim Form
11 electronically.

12 c) *Short Notice:* Within thirty (30) days after the entry of the Preliminary
13 Approval Order and to be substantially completed not later than forty-five (45)
14 days after entry of the Preliminary Approval Order, and subject to the
15 requirements of this Agreement and the Preliminary Approval Order, the
16 Claims Administrator will provide notice to the Settlement Class as follows:

- 17 • To all class members for whom the 49ers is in possession of a
18 postal address. Before any mailing under this Paragraph
19 occurs, the Claims Administrator shall run the postal
20 addresses of Settlement Class Members through the United
21 States Postal Service (“USPS”) National Change of Address
22 database to update any change of address on file with the
23 USPS;
- 24 • in the event that subsequent to the first mailing of a Short
25 Notice, and at least fourteen (14) days prior to the Opt-Out
26 and Objection Deadline, a Short Notice is returned to the
27 Claims Administrator by the USPS because the address of the
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1 recipient is no longer valid, the Claims Administrator shall
2 perform a standard skip trace, in the manner that the Claims
3 Administrator customarily performs skip traces, in an effort to
4 attempt to ascertain the current address of the particular
5 Settlement Class Member in question and, if such an address
6 is ascertained, the Claims Administrator will re-send the Short
7 Notice within seven (7) days of receiving such information.
8 This shall be the final requirement for mailing.

- 9 d) Publishing, on or before the Notice Commencement Date, the Short Notice,
10 Claim Form, and Long Notice on the Settlement Website, as specified in the
11 Preliminary Approval Order, and maintaining and updating the website
12 throughout the claim period;
- 13 e) A toll-free help line shall be made available to provide Settlement Class
14 Members with additional information about the settlement. The Claims
15 Administrator also will provide copies of the forms of Short Notice, Long
16 Notice, and paper Claim Form, as well as this Settlement Agreement, upon
17 request; and
- 18 f) Contemporaneously with seeking Final Approval of the Settlement, Proposed
19 Settlement Class Counsel and the 49ers shall cause to be filed with the Court an
20 appropriate affidavit or declaration with respect to complying with this
21 provision of notice.

22 3.3 The Short Notice, Long Notice, and other applicable communications to the Settlement
23 Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with
24 the Settling Parties, as may be reasonable and not inconsistent with such approval. The Notice Program
25 shall commence within thirty (30) days after entry of the Preliminary Approval Order and shall be
26 completed within forty-five (45) days after entry of the Preliminary Approval Order.

27 3.4 Proposed Settlement Class Counsel and the 49ers' counsel shall request that after notice
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1 is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval of the
2 settlement set forth herein.

3 3.5 The 49ers will also cause the Claims Administrator to provide (at the 49ers’ expense)
4 notice to the relevant state and federal governmental officials as required by the Class Action Fairness
5 Act.

6 **4. Opt-Out Procedures**

7 4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely
8 submit written notice of such intent to the designated Post Office box established by the Claims
9 Administrator. The written notice must clearly manifest a Person’s intent to opt-out of the Settlement
10 Class. To be effective, written notice must be postmarked no later than sixty (60) days after the Notice
11 Commencement Date.

12 4.2 All Persons who submit valid and timely notices of their intent to opt-out of the
13 Settlement Class, as set forth in ¶ 4.1 above, referred to herein as “Opt-Outs,” shall not receive any
14 benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the
15 definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in
16 ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

17 4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court,
18 there have been more than 10 timely and valid Opt-Outs submitted, the 49ers may, by notifying Proposed
19 Settlement Class Counsel and the Court in writing, void this Settlement Agreement. If the 49ers void
20 the Settlement Agreement pursuant to this paragraph, the 49ers shall be obligated to pay all settlement
21 expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Proposed Settlement
22 Class Counsel and service awards.

23 **5. Objection Procedures**

24 5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall
25 submit a timely written notice of his or her objection by the Objection Date. All written objections and
26 supporting papers must be submitted ONLY TO THE COURT and (a) clearly identify the case name
27 and number (*In Re San Francisco 49ers Data Breach Litigation*, Case No. 3:22-CV-05138), (b) be
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1 submitted to the Court either by filing them electronically or in person at any location of the United
2 States District Court for the Northern District of California or by mailing them to the Class Action
3 Clerk, United States District Court for the Northern District of California (San Francisco Division) at
4 Phillip Burton Federal Building and U.S. Courthouse, 450 Golden Gate Ave., San Francisco, CA 94102,
5 and (c) be filed or postmarked on or before the deadline established by the Court (anticipated to be 60
6 days after the Notice Date]. All objections will be scanned into the electronic case docket, and the
7 parties will receive electronic notices of all filings.

8 5.2 Any Settlement Class Member who fails to comply with the requirements for objecting
9 in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object
10 to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by
11 all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the
12 Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any
13 challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the
14 Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of
15 Appellate Procedure and not through a collateral attack.

16 **6. Releases**

17 6.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be
18 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released,
19 relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest
20 extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly,
21 indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be
22 permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any
23 action in this or any other forum (other than participation in the settlement as provided herein) in which
24 any of the Released Claims is asserted.

25 6.2 Upon the Effective Date, the 49ers shall be deemed to have, and by operation of the
26 Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative
27 Plaintiffs, each and all of the Settlement Class Members, Proposed Settlement Class Counsel, of all
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1 claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion,
2 settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the
3 Settlement Agreement. Any other claims or defenses the 49ers may have against such Persons
4 including, without limitation, any claims based upon or arising out of any retail, banking, debtor-
5 creditor, contractual, or other business relationship with such Persons that are not based upon or do not
6 arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the
7 Released Claims are specifically preserved and shall not be affected by the preceding sentence.

8 6.3 Notwithstanding any term herein, neither the 49ers nor its Related Parties shall have or
9 shall be deemed to have released, relinquished or discharged any claim or defense against any Person
10 other than Representative Plaintiffs, each and all of the Settlement Class Members, and Proposed
11 Settlement Class Counsel.

12 **7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to**
13 **Representative Plaintiffs**

14 7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or
15 service award to Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the
16 settlement had been agreed upon, other than that the 49ers would pay reasonable attorneys' fees, costs,
17 expenses, and a service award to Plaintiffs as may be agreed to by the 49ers and Proposed Settlement
18 Class Counsel and/or as ordered by the Court, or in the event of no agreement, then as ordered by the
19 Court. The 49ers and Proposed Settlement Class Counsel then negotiated and agreed to the payment
20 described in ¶ 7.2.

21 7.2 Proposed Settlement Class Counsel will seek, and the 49ers has agreed not to oppose, an
22 order from the Court awarding \$170,000.00 to Proposed Settlement Class Counsel for attorneys' fees,
23 inclusive of any costs and expenses of the Litigation. Proposed Settlement Class Counsel, in their sole
24 discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by
25 the Court among Plaintiffs' Counsel.

26 7.3 Proposed Settlement Class Counsel will seek, and the 49ers has agreed not to oppose, an
27 order from the Court awarding \$2,500 in service awards to each of the Class Representatives in this
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1 case.

2 7.4 If awarded by the Court, the 49ers shall pay the attorneys' fees, costs, expenses, and
3 service awards to Plaintiffs, as set forth above in ¶¶ 7.2, 7.3, and 7.4, within 30 days after the Effective
4 Date. Service awards to Class Representatives and attorneys' fees, costs, and expenses will be mailed
5 to Matthew R. Wilson, Meyer Wilson Co., LPA, 305 W. Nationwide Blvd., Columbus, OH 43215.
6 Proposed Settlement Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and
7 expenses among Plaintiffs' Counsel and service awards to Plaintiffs consistent with ¶¶ 7.2 and 7.3.

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

16 **8. Administration of Claims**

17 8.1 The Claims Administrator shall administer and calculate the claims submitted by
18 Settlement Class Members under ¶¶ 2.1 and 2.2. Proposed Settlement Class Counsel and counsel for
19 the 49ers shall be given reports as to both claims and distribution, and have the right to review and obtain
20 supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.
21 The Claims Administrator's and claims referee's, as applicable, determination of whether a Settlement
22 Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth in ¶ 2.5. All
23 claims agreed to be paid in full by the 49ers shall be deemed valid.

24 8.2 Checks for Valid Claims shall be mailed and postmarked within sixty (60) days of the
25 Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. If a
26 Settlement Class Member requests payment via electronic method, such payment for valid claims will
27 be issued within sixty (60) days of the Effective Date, or within thirty (30) days of the date the claim is
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1 approved, whichever is later.

2 8.3 All Settlement Class Members who fail to timely submit a claim for any benefits
3 hereunder within the time frames set forth herein, or such other period as may be ordered by the Court,
4 or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the
5 settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of
6 the Settlement Agreement, the releases contained herein and the Judgment.

7 8.4 No Person shall have any claim against the Claims Administrator, claims referee, the
8 49ers, Proposed Settlement Class Counsel, Plaintiffs, and/or the 49ers' counsel based on distributions
9 of benefits to Settlement Class Members.

10 **9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

11 9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the
12 following events:

- 13 a) the Court has entered the Order of Preliminary Approval and Publishing of
14 Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- 15 b) The 49ers has not exercised its option to terminate the Settlement Agreement
16 pursuant to ¶ 4.3;
- 17 c) the Court has entered the Judgment granting final approval to the settlement as
18 set forth herein; and
- 19 d) the Judgment has become Final, as defined in ¶ 1.12.

20 9.2 If all conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall
21 be canceled and terminated subject to ¶ 9.4 unless Proposed Settlement Class Counsel and the 49ers'
22 counsel mutually agree in writing to proceed with the Settlement Agreement.

23 9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to
24 Proposed Settlement Class Counsel and to the 49ers' counsel a complete list of all timely and valid
25 requests for exclusion (the "Opt-Out List").

26 9.4 In the event that the Settlement Agreement or the releases set forth in paragraphs 6.1,
27 6.2, and 6.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement
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1 is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective
2 positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably
3 extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b)
4 the terms and provisions of the Settlement Agreement shall have no further force and effect with respect
5 to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose,
6 and any judgment or order entered by the Court in accordance with the terms of the Settlement
7 Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement
8 Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order
9 reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds
10 for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in
11 this Settlement Agreement to the contrary, the 49ers shall be obligated to pay amounts already billed or
12 incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution
13 pursuant to ¶ 2.5 above and shall not, at any time, seek recovery of same from any other party to the
14 Litigation or from counsel to any other party to the Litigation.

15 **10. Miscellaneous Provisions**

16 10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement;
17 and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and
18 conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and
19 conditions of this Settlement Agreement.

20 10.2 The Settling Parties intend this settlement to be a final and complete resolution of all
21 disputes between them with respect to the Litigation. The settlement compromises claims that are
22 contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or
23 defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling
24 Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal
25 counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be
26 appropriate, any contention made in any public forum that the Litigation was brought or defended in
27 bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other
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1 Party as it relates to the Litigation, except as set forth herein.

2 10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act
3 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
4 settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity
5 or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons;
6 or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission
7 of any of the Released Persons in any civil, criminal or administrative proceeding in any court,
8 administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement
9 and/or the Judgment in any action that may be brought against them or any of them in order to support
10 a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
11 settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or
12 similar defense or counterclaim.

13 10.4 The Settlement Agreement may be amended or modified only by a written instrument
14 signed by or on behalf of all Settling Parties or their respective successors-in-interest.

15 10.5 This Agreement contains the entire understanding between the 49ers and Plaintiffs
16 regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements,
17 commitments, understandings, and writings between the 49ers and Plaintiffs in connection with the
18 payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own
19 costs.

20 10.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly
21 authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement
22 Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to
23 enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement
24 Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to
25 ensure fairness to the Settlement Class.

26 10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party
27 hereto hereby warrants that such Person has the full authority to do so.

1 10.8 The Settlement Agreement may be executed in one or more counterparts. All executed
2 counterparts and each of them shall be deemed to be one and the same instrument. A complete set of
3 original executed counterparts shall be filed with the Court.

4 10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the
5 successors and assigns of the parties hereto.

6 10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the
7 terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for
8 purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

9 10.11 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him”
10 means “him, her, or it.”

11 10.12 All dollar amounts are in United States dollars (USD).

12 10.13 Cashing a settlement check is a condition precedent to any Settlement Class Member’s
13 right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance
14 and shall bear the language: “This check must be cashed within ninety (90) days, after which time it is
15 void.” If a check becomes void, the Settlement Class Member shall have until six months after the
16 Effective Date to request re-issuance. If no request for re-issuance is made within this period, the
17 Settlement Class Member will have failed to meet a condition precedent to recovery of settlement
18 benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and the
19 49ers shall have no obligation to make payments to the Settlement Class Member for expense
20 reimbursement under ¶¶ 2.1 and 2.2 or any other type of monetary relief. The same provisions shall
21 apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one
22 hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after
23 such checks become void.

24 10.14 All agreements made and orders entered during the course of the Litigation relating to
25 the confidentiality of information shall survive this Settlement Agreement.

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

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AGREED TO BY:

By: s/Matthew R. Wilson

By: s/Casie D. Collignon

MEYER WILSON CO., LPA

Matthew R. Wilson (SBN 290473)

mwilson@meyerwilson.com

Michael J. Boyle, Jr. (SBN 258560)

mboyle@meyerwilson.com

305 W. Nationwide Boulevard

Columbus, OH 43215

Telephone: (614) 224-6000

Facsimile: (614) 224-6066

BAKER & HOSTETLER, LLP

Casie D. Collignon (PHV)

ccollignon@bakerlaw.com

Michelle R. Gomez (PHV)

mgomez@bakerlaw.com

1801 California, Ste. 4400

Denver, CO 80202

Tel: (303) 861-0600

Fax: (303) 861-7805

**CLAYEO C. ARNOLD,
A PROFESSIONAL CORPORATION**

M. Anderson Berry (SBN 262879)

aberry@justice4you.com

Gregory Haroutunian (SBN 330263)

gharoutunian@justice4you.com

865 Howe Avenue

Sacramento, CA 95825

Telephone: (916)239-4778

Fax: (916) 924-1829

Victoria L. Weatherford (SBN 267499)

vweatherford@bakerlaw.com

600 Montgomery Street, Suite 3100

San Francisco, CA 94111

Tel: 415-659-2634

Fax: 415-659-2601

Marcus S. McCutcheon (SBN 281444)

mmccutcheon@bakerlaw.com

600 Anton Blvd.

Suite 900

Costa Mesa, CA 92626

Tel: 714-754-6600

Fax: 714-754-6611

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

John J. Nelson (SBN 317598)

jnelson@milberg.com

401 W Broadway, Suite 1760

San Diego, California 92101

Telephone: (858) 209-6941

TURKE & STRAUSS LLP

Raina Borelli (PHV forthcoming)

raina@turkestrauss.com

Samuel J. Strauss (PHV forthcoming)

sam@turkestrauss.com

613 Williamson Street, Ste. 201

Madison, Wisconsin 53703

Tel: (608) 237-1775

Fax: (608) 509-4423

Attorney(s) for Plaintiffs

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