

Exhibit F

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN**

DANA MANZA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

PESI, INC.,

Defendant.

Case No.: 3:24-cv-000690-AMB-JDP

Plaintiff Dana Manza, on behalf of herself and others similarly situated, and Defendant PESI, Inc. (collectively, the “Parties”) hereby enter into the following Settlement Agreement to fully and finally resolve this action on the terms set forth below pursuant to Federal Rule of Civil Procedure 23, subject to approval by the Court.

I. RECITALS

WHEREAS, on October 3, 2024, Plaintiff initiated the Action by filing a Class Action Complaint against Defendant for violation of the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* (the “VPPA”) on behalf of herself and others similarly situated (ECF No. 1 (the “Complaint”)); and

WHEREAS, Defendant continues to deny all allegations of wrongdoing and disclaims all liability with respect to all claims, but considers it desirable to resolve the action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that this settlement on the terms set forth herein is in Defendant’s best interests;

WHEREFORE, in consideration of the foregoing and the mutual covenants, promises, and releases set forth below, for good and valuable consideration as set forth below, the receipt and

sufficiency of which is hereby mutually acknowledged, and subject to Preliminary Approval and Final Approval of the Court, the Parties hereby agree as follows:

II. DEFINITIONS

As used in this Settlement Agreement and the attached exhibits, the following terms have the meanings set forth below, unless this Settlement Agreement specifically provides otherwise:

1. “Action” or “Litigation” means *Manza v. PESI, Inc.*, No. 3:24-cv-00690-amb-jdp, pending in the United States District Court for the Western District of Wisconsin.
2. “Agreement” or “Settlement Agreement” means this Settlement Agreement, inclusive of Exhibits A-F hereto.
3. “Approved Claimant” means a Settlement Class Member who submits a Valid Claim.
4. “Attorneys’ Fee Award” means any Court-approved award to Class Counsel, paid out of the Settlement Fund, as further described in Section VI below.
5. “CAFA Notice” means notification required by the Class Action Fairness Act (“CAFA”) of this proposed Settlement to certain federal and state officials, made by Defendant, or by the Settlement Administrator at Defendant’s direction and as its agent, within 10 days of Plaintiff’s filing of the Motion for Preliminary Approval in accordance with 28 U.S.C. § 1715.
6. “Cash Award” means the cash compensation that Approved Claimants shall be entitled to receive from the Net Settlement Fund, as detailed in Section X.
7. “Claims Deadline” means 11:59 p.m. CST on the date that is one-hundred twenty (120) days after the Notice Date.
8. “Claim Form” means the electronic claim form, substantially in the form attached hereto as **Exhibit A**, that Settlement Class Members must complete (including by providing their full name, e-mail address, telephone number, and postal address where they currently reside and

where their Cash Awards should be sent) and submit electronically on the Settlement Website on or before the Claims Deadline to receive cash compensation from the Settlement.

9. “Class Counsel” means Hedin LLP.

10. “Class Notice” means collectively the short-form and long-form notices of this proposed class action Settlement that the Settlement Administrator will disseminate directly to the Settlement Class Members and make available on the Settlement Website, substantially in the form set forth in **Exhibits B-C** hereto.

11. “Court” means the United States District Court for the Western District of Wisconsin, the Honorable James D. Peterson presiding.

12. “Days” means calendar days, except that when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. When computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or federal or State of Wisconsin legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal or State of Wisconsin legal holiday.

13. “Defendant” means PESI, Inc.

14. “Defense Counsel” means Hinshaw & Culbertson LLP.

15. “Effective Date” means the first date after a non-appealable, final order has been entered, which means after all of the following events and conditions have been met or have occurred: (a) the Court enters the Preliminary Approval Order; (b) the Opt-Out and Objection Date has passed; (c) the Court enters a Final Approval Order and Judgment; (d) the deadline has passed for counsel for the Parties to terminate the Settlement Agreement without either Party terminating

it; and (e) the time to appeal from the Final Approval Order and Judgment has expired and no notice of appeal has been filed, or, in the event that an appeal is filed, the appellate process is exhausted and the Final Approval Order and Judgment has remained intact in all material respects. The Parties agree that the Court shall retain jurisdiction to enforce the terms of this Settlement Agreement unless specifically set forth otherwise herein.

16. “Final Approval” means Court’s final approval of the Settlement, which occurs when the Court enters the Final Approval Order and Judgment.

17. “Final Approval Hearing” or “Fairness Hearing” means the hearing before the Court, scheduled on or after the date that is one-hundred twenty (120) Days after entry of the Preliminary Approval Order, where the Parties will request entry of the Final Approval Order and Judgment approving the Settlement Agreement and the requested Attorneys’ Fee Award and Service Award.

18. “Final Approval Order and Judgment” means a final order and judgment entered by the Court after the Final Approval Hearing, granting approval of the Settlement as further described in Section X below. A proposed Final Approval Order and Judgment, substantially in the form attached hereto as **Exhibit D**, shall be submitted to the Court together with the Motion for Final Approval.

19. “Motion for Final Approval” means the motion filed with the Court seeking Final Approval of the Settlement. The Motion for Final Approval shall be accompanied by the proposed Final Approval Order and Judgment substantially in the form attached hereto as **Exhibit D**. The Motion for Final Approval shall be filed with the Court no later than fourteen (14) Days before the Final Approval Hearing.

20. “Motion for Preliminary Approval” means the motion filed with the Court on or before October__, 2025 seeking Preliminary Approval of the Settlement. The Motion for Preliminary Approval shall be accompanied by the proposed Preliminary Approval Order substantially in the form attached hereto as **Exhibit E**.

21. “Net Settlement Fund” means the amount of the Settlement Fund, together with all interest earned thereon, minus the amounts of any Court-approved Settlement Administration Expenses, Attorneys’ Fee Award, and Service Award. The Net Settlement Fund shall be used to pay Cash Awards, on a pro rata basis, to all Approved Claimants, in the manner more fully set forth below.

22. “Notice Date” means the Day by which the Settlement Administrator must have disseminated the Class Notice to the Settlement Class. The Notice Date shall be the date that is thirty (30) Days after the Preliminary Approval Date.

23. “Opt-Out” means a member of the Settlement Class who properly and timely submitted a request for exclusion from the Settlement Class pursuant to the requirements set forth in Section X below, and who did not revoke such exclusion request before the Opt-Out and Objection Date passed.

24. “Opt-Out List” means a list compiled by the Settlement Administrator identifying all Settlement Class Members who properly and timely submitted requests for exclusion from the Settlement Class, did not revoke such requests by the Opt-Out and Objection Date, and thus became Opt-Outs.

25. “Opt-Out and Objection Date” means the date by which any Settlement Class Member who wishes to be excluded from the Settlement Class must submit a written request for exclusion from the Settlement to the Settlement Administrator, in the manner set forth herein; and

(b) the date by which any Settlement Class Member who wishes to object to any aspect of the Settlement must submit and file any written objection; and (3) the date by which any Settlement Class Member who submitted a request for exclusion from the Settlement may withdraw such request for exclusion. The Opt-Out and Objection Date shall be the date that is sixty (60) Days after the Notice Date.

26. “Person” means an individual, corporation, partnership, limited partnership, limited liability company, association, member, joint stock company, estate, legal representative, trust, unincorporated association, any business or legal entity.

27. “Plaintiff” means Dana Manza, the named plaintiff in the Action.

28. “Preliminary Approval” means the Court’s preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

29. “Preliminary Approval Date” means the date the Court enters the Preliminary Approval Order.

30. “Preliminary Approval Order” means the order entered by the Court preliminarily approving the Settlement, substantially in the form attached hereto as **Exhibit E**.

31. “Released Claims” means any and all actual, potential, filed, unfiled, known or unknown claims, suits, actions, controversies, demands, and/or causes of action that arise out of or relate to PESI and/or Psychotherapy Networker’s collecting, sharing, disclosing, or any other action enabling or assisting in the collection, sharing, or disclosure of any Consumer Data to any third parties, including but not limited to Meta, Google, and Pinterest, at any time between October 3, 2022 and the date of Final Approval of the Settlement. “Consumer Data” means information identifying, revealing, reflecting, or disclosing a user’s activity (purchases, clicks, pageviews, etc.) on PESI’s website and/or Psychotherapy Networker’s website, including personally identifiable

information that was, is, or could be protected under the VPPA, or protected information under any other statute, regulation, or provision of common law.

32. “Released Persons” means PESI and its respective parents, successors, assigns, wholly owned subsidiaries, brands (including but not limited to Psychotherapy Networker), present or former heirs, executors, estates, administrators, predecessors, holding companies, investors, divisions, associates, employers, employees, agents, representatives, consultants, directors, managing directors, officers, partners, principals, shareholders, members, attorneys, vendors, fiduciaries, insurers, and reinsurers.

33. “Releasing Persons” means Plaintiff and the Settlement Class Members.

34. “Service Award” means any award to the Plaintiff in recognition of her service as class representative on behalf of the Settlement Class that may be awarded by the Court, as set forth in Section VI below, which shall be payable by the Settlement Administrator from the Settlement Fund.

35. “Settlement” means the settlement set forth in this Settlement Agreement.

36. “Settlement Administration Expenses” means the expenses and fees reasonably incurred by the Settlement Administrator in disseminating the Class Notice, processing Claim Forms, responding to inquiries from Settlement Class Members, disseminating Cash Awards to Approved Claimants, establishing the Settlement Website, and any other administrative services or tasks required to effectuate the Settlement pursuant to the terms of the Settlement Agreement. The Settlement Administration Expenses shall be paid out of the Settlement Fund. The Settlement Administrator estimates that the Settlement Administration Expenses will be approximately \$87,616.00, and has agreed to limit the total sum of Settlement Administration Expenses for such services to \$105,200.00.

37. “Settlement Administrator” means Kroll, LLC, subject to Court approval.

38. “Settlement Class” means the 307,555 persons who made purchases of video products or services from Defendant’s www.pesi.com website and/or Defendant’s www.psychotherapynetworker.org website between October 3, 2022 and October 3, 2024, as identified on the Settlement Class List. Each member of the Settlement Class is referred to herein as a “Settlement Class Member.”

39. “Settlement Class List” means an electronic list, generated from Defendant’s records, that includes names, e-mail addresses, and postal addresses (if available) for all 307,555 Settlement Class Members.

40. “Settlement Class Notice Program” means the process devised by the Parties and the Settlement Administrator, and approved by the Court, for notifying the Settlement Class of the Settlement and Settlement Agreement, which shall be comprised of the Class Notice, CAFA Notice, and any other attempts to notify the Settlement Class of this Settlement, as set forth in Section VII below.

41. “Settlement Fund” means the all-cash settlement fund to be established by Defendant in the amount of Two Million Nine-Hundred Fifty Thousand and 00/100 Dollars (\$2,950,000.00), which represents the Defendant’s total monetary obligation under this Agreement and from which payments for all (a) Approved Claims to Class Members, (b) Settlement Administration Expenses, (c) CAFA Notice, and (d) any Fee Award and Service Award will be made. Under no circumstances shall Defendant be required to pay any money in excess of \$2,950,000.00 pursuant to this Agreement.

42. “Settlement Website” means the dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the

Settlement, including this Settlement Agreement and the long-form Class Notice, the Motion for Preliminary Approval, the Preliminary Approval Order, the motion for Attorneys' Fee Award and Service Award, the Motion for Final Approval, the Final Approval Order and Judgment, and any other relevant Settlement-related documents, and will contain online forms for Settlement Class Members to submit Claim Forms, elect electronic payment for Cash Awards in lieu of paper checks, and change the addresses to which their Cash Awards should be sent by paper check.

43. "Valid Claim" means (a) a fully and truthfully completed Claim Form (which includes, but is not limited to, a person's full name, e-mail address, telephone number, and postal address where a Cash Award should be sent), (b) that is submitted by a Settlement Class Member (i.e., a Person who appears on the Settlement Class List), (c) on the Settlement Website in accordance with the directions on the Claim Form; (d) on or before the Claims Deadline, and (e) is approved by the Settlement Administrator pursuant to the provisions of this Agreement as a valid claim eligible to receive payment from the Settlement Fund under the Agreement and the Final Approval Order and Judgment.

44. "VPPA" refers to the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.*

45. The plural of any defined term includes the singular, and vice versa, as made necessary in context.

III. PROPOSED CLASS FOR SETTLEMENT PURPOSES

46. Pursuant to Fed. R. Civ. P. 23, the Parties hereto agree to the certification, for purposes of effectuating the Settlement only, of the following Settlement Class:

All persons who made purchases of video products or services from Defendant's www.pesi.com website and/or www.psychotherapynetworker.org website between October 3, 2022 and October 3, 2024.

47. Specifically excluded from the Settlement Class are the following Persons:

- a. PESI, Inc., the Released Persons and their employees, officers, directors, agents, and representatives, and their immediate family members;
- b. Class Counsel; and
- c. The Court, the Court's immediate family members, and Court staff.

48. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, the Parties stipulate to the Court entering orders pursuant to Rule 23 preliminarily and finally certifying the Settlement Class, approving the Settlement as fair, reasonable, and adequate, appointing Plaintiff as the class representative on behalf of the Settlement Class and her counsel as Class Counsel on behalf of the Settlement Class, appointing Kroll, LLC as Settlement Administrator, approving the Class Notice and Settlement Class Notice Program, and directing the Settlement Administrator to effectuate the Settlement Class Notice Program.

IV. SETTLEMENT FUND & MONETARY RELIEF TO SETTLEMENT CLASS

49. In consideration of a full, complete, and final settlement of the Action, dismissal of the Action with prejudice, and the Releases provided herein, and subject to the Court's approval, the Parties agree that Defendant will provide the following relief.

50. Settlement Fund and Escrow Account. Defendant agrees to establish the Settlement Fund by depositing, within ten (10) Days after entry of the Final Approval Order, the amount that remains of the Settlement Fund, \$2,950,000.00 (Two Million Nine-Hundred Fifty Thousand and 00/100 Dollars), after disbursing funds to the Settlement Administrator as described in Paragraph 56 and/or any other amounts already expended on Settlement Administration Expenses, into an interest-bearing "qualified settlement fund" (as set forth below), to be created and administered by the Settlement Administrator pursuant to the terms of this Agreement, at a commercial bank with excess capital exceeding One Hundred Million Dollars and 00/100 (\$100,000,000.00), with a

rating of “A” or higher by S&P and in an account that is fully insured by the United States Government or the FDIC (the “Escrow Account”).

51. All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Settlement Administrator shall be responsible for the payment of all taxes owed from any interest earned on the funds in the Escrow Account.

52. The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1. All taxes shall be paid out of the Escrow Account. Defendant, Defense Counsel, Plaintiff and Class Counsel shall have no liability or responsibility for any taxes. The Escrow Account shall indemnify and hold Defendant, Defense Counsel, Plaintiff, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

53. For purposes of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

54. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such

time as such funds are distributed by the Settlement Administrator pursuant to this Settlement Agreement or further order of the Court.

55. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defense Counsel or by order of the Court.

56. Within fourteen (14) days of the Preliminary Approval Date, Defendant will disburse to the Settlement Administrator any required preliminary Settlement Administration Expenses, including the costs to complete the Class Notice, establish and maintain the Settlement Website, establish and maintain a toll-free number for questions by Settlement Class Members, as well as any other initial administration costs to the Parties. To the extent that additional Settlement Administration Costs are incurred after this initial payment, but before the tenth day after entry of the Final Approval Order, the Settlement Administrator may bill, and Defendant shall pay, such additional costs, provided that such costs do not exceed the not-to-exceed figure of \$105,200.00 for Settlement Administration Expenses as agreed to by the Settlement Administrator.

57. All Settlement Administration Expenses will be drawn from the Settlement Fund by the Settlement Administrator, subject to the written approval of Defense Counsel and Class Counsel, pursuant to the terms set forth in this Agreement.

58. All Settlement Administration Expenses and any Court-approved Attorneys' Fee Award and Service Award shall be paid from the Settlement Fund prior to the distribution of Cash Awards to Approved Claimants, as set forth in Section VI below.

59. The total sum of money payable to the Settlement Class pursuant to this Agreement – i.e., the total Settlement Fund and any earnings thereon, less the Settlement Administration Expenses and any Attorneys' Fee Award and Service Award (defined herein as the "Net Settlement

Fund”) – shall be distributed as Cash Awards to all Approved Claimants on a pro rata and equal basis. Each Cash Award paid to an Approved Claimant shall be of an amount equal to the Net Settlement Fund divided by the total number of Approved Claimants.

60. Each Settlement Class Member shall be entitled to submit only one Claim Form and each Approved Claimant shall be entitled to receive only one Cash Award.

61. Adequate and customary procedures and standards will be used by the Settlement Administrator to determine Valid Claims, to prevent the payment of fraudulent claims and to pay only legitimate claims, including, but not limited to, requesting additional information from Claimants, and denying Claim Forms where there is evidence of abuse, fraud, or duplication. All claims are subject to review and verification by both Defendant and Class Counsel. All Settlement Class Members who submit Claim Forms are required to provide or submit certain information to verify that they are a Settlement Class Member and are thus appropriately claiming a benefit, as set forth in Section VIII below.

62. Cash Awards shall be paid to Approved Claimants by the Settlement Administrator within thirty (30) days of the Effective Date. Approved Claimants shall be paid their Cash Awards by paper check by default (and such checks should be sent to the addresses provided by Approved Claimants on their Claim Forms or on any change of address forms thereafter submitted by such persons), or, if elected by an Approved Claimant on the Settlement Website by the Claims Deadline, by electronic payment to one of the offered electronic payment methods proposed by the Settlement Administrator and approved by the Parties.

63. If any Cash Award sent as a paper check to an Approved Claimant is returned as undeliverable, the Settlement Administrator will attempt to notify the Approved Claimant, including by telephone and e-mail, to obtain an alternative mailing address for such person (and,

if necessary, by querying available databases to identify an alternative mailing address for such person, as practicable), and shall mail the paper check to such alternative address. If, after such efforts, such paper check is again returned as undeliverable, no further efforts need be taken by the Settlement Administrator to resend such check.

64. All Cash Awards sent as paper checks to Approved Claimants shall state that they are invalid after 120 Days. Subject to Court approval, any funds remaining in the Settlement Fund because Approved Claimants failed to negotiate such checks before their expiration or because any such checks were fatally undeliverable, following the Settlement Administrator's compliance with the terms of this section, any such remaining funds, up to the total amount of the Settlement Administration Expenses, shall be returned to Defendant to offset the costs of the administration of the Settlement, and if any uncashed check funds thereafter remain in excess of the total amount of the Settlement Administration Expenses, such funds shall be distributed to a cy pres recipient mutually selected by the Parties and approved by the Court. Notwithstanding the foregoing, the Parties agree that the repayment of any uncashed check funds to Defendant to offset the costs of the Settlement's administration, as provided in this section, is not a material term of the Settlement, and further agree that, should the Court deny or otherwise refuse to grant approval of the Settlement based on the inclusion of this provision, such provision shall be waived by the Parties or may be modified by the Court without either Party having the right to terminate the Agreement as a result of such waiver or modification of such provision, and the Parties shall then attempt to obtain Court approval of the Settlement without such provision or as modified by the Court, including by directing that the entire amount of any uncashed check funds, if any, be paid to one or more Court-approved cy pres recipient mutually selected by the Parties and approved by the Court.

V. INJUNCTIVE RELIEF

65. The Parties agree that the core relief under the Settlement includes changes to Defendant's practices of transmitting information concerning its customers' purchases to third parties. As a continuing and future benefit to all Settlement Class Members, Defendant agrees to in the future refrain from disclosing information identifying persons who purchased its video products or services to third parties, absent such persons' consent.

VI. ATTORNEYS' FEES AWARD AND SERVICE AWARD

66. Attorneys' Fee Award. By no later than twenty (20) days prior to the Opt-Out and Objection Date, Class Counsel will file an application with the Court for an Attorneys' Fee Award to be paid from the Settlement Fund, of an amount up to 30% of the Settlement Fund (less Settlement Administration Expenses), which amount shall be inclusive of all costs and expenses incurred by Class Counsel prosecuting the Action. The Settlement Administrator shall disburse from the Settlement Fund any Attorneys' Fee Award awarded by the Court to Class Counsel within ten (10) Days after the Court's entry of a Final Approval Order and Judgment and order awarding Class Counsel a Fee Award, subject to a stipulated undertaking (the "Undertaking") executed by Class Counsel in the form attached hereto as **Exhibit F** and receipt of an IRS Form W-9 form and wiring instructions provided by Class Counsel. Additionally, should any parties to the Undertaking (Class Counsel, its shareholders, members, and/or partners) dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Class Members, those parties shall execute a new undertaking guaranteeing repayment of funds within fourteen (14) days of such occurrence.

67. Service Award. By no later than twenty (20) days prior to the Opt-Out and Objection Date, Plaintiff will file an application for a Service Award in an amount not to exceed \$5,000.00, in recognition of her initiative in bringing the claims alleged in the Action and for the

time and effort she has invested in the Action. The Settlement Administrator shall disburse from the Settlement Fund any Service Award awarded by the Court to Plaintiff within twenty (20) Days after the Effective Date.

68. Settlement Independent of Attorneys' Fee Award and Service Award. The payments of any Attorneys' Fee Award and any Service Award are subject to and dependent upon the Court's approval of such requested awards as fair, reasonable, and adequate. In the event the Court declines Plaintiff's and/or Class Counsel's requests or awards less than the amounts sought, the Settlement will continue to be effective and enforceable by the Parties.

VII. SETTLEMENT ADMINISTRATION AND CLASS NOTICE

69. Costs of Notice. All Settlement Administration Expenses, including the costs of providing the Class Notice as provided herein, of identifying members of the Settlement Class and the costs of printing, web hosting, disseminating the Class Notice, mailing the Class Notice (if any e-mails to Settlement Class Members are undeliverable), and otherwise administering the Settlement, shall be paid for out of the Settlement Fund, subject to the terms of this Settlement Agreement. In the event that this Settlement Agreement is terminated in accordance with its terms, Defendant shall bear all Settlement Administration Expenses already incurred.

70. Settlement Administrator. The Settlement Administrator will be responsible for all matters relating to the administration of this Settlement, as set forth below. Those responsibilities include, but are not limited to: disseminating the Class Notice, as provided in this Settlement Agreement; creating and maintaining a Settlement Website; acting as a liaison between Settlement Class Members and the Parties; overseeing and administering the Settlement Fund; handling the process of mailing and otherwise disbursing Cash Awards; disbursing from the Settlement Fund any Court-approved Attorneys' Fee Award and Service Award to Class Counsel and the Plaintiff; preparing and providing a declaration to Defense Counsel and Class Counsel that will: (i) attest

the compliance with the provisions of this Settlement Agreement related to Class Notice and the disbursement of and accounting pertaining to the Settlement Fund; (ii) listing each Settlement Class Member who timely and validly opted out of the Settlement; and performing any other tasks reasonably required to effectuate the Settlement.

71. Settlement Website. The Settlement Administrator will create and maintain the Settlement Website, to be activated within thirty (30) days from the Preliminary Approval Date and in advance of the Notice Date. The Settlement Administrator's responsibilities will also include securing the domain name accessible at the URL www.ContinuingEdVPPAClassActionSettlement.com, or another appropriate domain name as agreed upon by the Parties and approved by the Court, where the Settlement Website may be accessed by the Settlement Class. The Settlement Website will contain information about the Settlement and case-related documents such as the Settlement Agreement, the long-form Class Notice, the Preliminary Approval Order, the Final Approval Order, and Class Counsel's application for an Attorneys' Fee Award and the Plaintiff's application for a Service Award. On the Settlement Website, Settlement Class Members shall have the ability to: (1) file Claim Forms electronically using an easy-to-use electronic form on the Settlement Website; (2) elect to receive their Cash Award by electronic payment method instead of by payment paper check, the default method of payment; and (3) provide updated mailing addresses at which they would like to receive their Cash Award by paper check, to the extent they do not request electronic payment instead.

72. The Settlement Website will terminate (i.e., its contents shall no longer be accessible on the Internet) and shall no longer be maintained by the Settlement Administrator thirty (30) days after either (a) the disbursement of all Cash Awards pursuant to the terms of this Settlement Agreement; or (b) the date on which the Settlement Agreement is terminated or

otherwise not approved in full. The Settlement Administrator will then transfer ownership of the domain name of the Settlement Website to Defendant.

73. All costs and expenses related to the Settlement Website shall be paid out of the Settlement Fund.

74. Notice Plan. The Class Notice shall fully comply with all requirements of Rule 23, and shall otherwise be in the manner and form agreed upon by the Parties and approved by the Court.

75. All Settlement Class Members are identified by name, last known address (if available), and last known e-mail address on the Settlement Class List that Defendant has generated from its records.

76. Defendant shall provide a copy of the Settlement Class List to the Settlement Administrator, with a copy to Class Counsel, no later than seven (7) Days after the Preliminary Approval Date.

77. Within thirty (30) days of the Preliminary Approval Date, the Settlement Administrator shall send the short-form Class Notice, in the form attached hereto as **Exhibit B**, via email to all Settlement Class Members, at all of the e-mail address(es) identified for each Settlement Class Member on the Settlement Class List.

78. In the event an e-mail containing the Class Notice to a Settlement Class Member is undeliverable for any reason, the Settlement Administrator shall promptly send via U.S. postal mail a copy of the short-form Class Notice in paper form, in the form attached hereto as **Exhibit B**, to the Settlement Class Member to whom the email was undeliverable, at the postal address identified for the Settlement Class Member in the Settlement Class List (if available) or to any other more up-to-date postal address for the Settlement Class Member that is identified by the

Settlement Administrator. If the postal notice sent to a Settlement Class Member (following an undeliverable e-mail) is also returned as undeliverable, the Settlement Administrator shall take all reasonable measures (including utilizing the National Change of Address directory and any other proprietary or public databases or systems) to locate a more current address for the Settlement Class Member and thereafter send the Class Notice in paper form to such address.

79. Within thirty (30) days of the Preliminary Approval Date, the Settlement Administrator shall make the long-form Class Notice, in the form attached hereto as **Exhibit C**, available on the Settlement Website.

80. The Class Notice sent by e-mail, postal mail, and posted on the Settlement Website shall, as reflected in **Exhibits B-C** hereto, provide (inter alia) the following information to Settlement Class Members:

- a. That a Claim Form must be submitted by the Settlement Class member in order for the Settlement Class Member to receive a pro rata portion of the Net Settlement Fund;
- b. That Claim Forms must be submitted on the Settlement Website, by the Claims Deadline;
- c. The estimated amount of the Cash Award that will be paid to each Approved Claimant upon Final Approval;
- d. That Cash Awards will be paid by paper check by default (sent to the address identified by the Settlement Class Member on the Claim Form), or by electronic method at the election of a Settlement Class Member on the Claim Form;
- e. That Settlement Class Members can submit an electronic form on the Settlement Website to update the address at which they would like to be sent a Cash Award by paper check upon Final Approval;
- f. The amount of the Service Award and the Attorneys' Fee Award to be requested by Plaintiff and Class Counsel; and
- g. The requirements and deadlines for filing an objection or a request for exclusion from the Settlement.

VIII. CLAIMS PROCESS

81. Submission of Claims. To receive monetary relief from the Settlement, Settlement Class Members must submit, by the Claims Deadline, a fully completed Claim Form (i.e., a “Valid Claim”) on the Settlement Website. The online form for Settlement Class Members to submit Claim Forms shall be substantially in the form attached hereto as **Exhibit A**. Any Claim Form that is not timely submitted shall be denied. In the event a person submits a Claim Form by the Claims Deadline but the Claim Form is not complete and not otherwise determined to be fraudulent or a duplicate by the Settlement Administrator, the Settlement Administrator shall, within fourteen (14) days after its receipt of the incomplete Claim Form, notify such person by e-mail and/or telephone of the missing information and afford such person an opportunity to cure the deficiency by providing the requested missing information to the Settlement Administrator by the Claims Deadline or within seven (7) days of the Settlement Administrator’s notification to such person of the deficiency (whichever is later).

82. Claims Processing. The Settlement Administrator shall apply the terms of this Settlement Agreement and the requirements set forth in the Claim Form in processing all Claim Forms that are submitted. Any Claim Form submitted that does not meet the requirements of this Agreement shall not be eligible to be deemed an Approved Claim. The Settlement Administrator also shall employ reasonable procedures to screen claims for abuse, fraud, or duplication, and shall promptly make Defense Counsel and Class Counsel aware of any evidence of abuse, fraud, or duplication. The Settlement Administrator’s decisions regarding the Settlement Class Members’ eligibility for a claims payment shall control, except that either Defense Counsel or Class Counsel may object to the Court should a disagreement arise between the Parties as to any determination of a claim’s validity made by the Settlement Administrator, in which case the Court’s

determination as to the validity of any such disputed claim shall be final. The Parties, the Released Parties, and their respective counsel shall have no responsibility or liability whatsoever for the Settlement Administrator's conduct, omissions, or actions.

83. Payment of Claims. Within thirty (30) days after the Effective Date, the Settlement Administrator shall send each Approved Claimant a Cash Award either by (a) postal mail to the address identified by the Approved Claimant on his or her Claim Form, or to any updated address thereafter provided by the Settlement Class Member using the electronic form on the Settlement Website; or (b) electronic payment, via the method requested and pursuant to the instructions provided by the Settlement Class Member on the Settlement Website, to the extent such a request was made by the Settlement Class Member in his or her Claim Form.

84. Cash Awards paid by electronic payment method will have no expiration date.

85. Cash Awards paid by paper check will state on their face that the check will expire and become null and void unless cashed within one hundred twenty (120) days after the date of issuance, as identified on the check, and all such uncashed check funds shall be disbursed pursuant to the provisions of Section IV herein.

IX. RELEASES

86. Upon the Final Order and Judgment becoming Final, Plaintiff and all Settlement Class Members, except for those who become Opt-Outs by timely submitting requests for exclusion from the Settlement, will be deemed to have, and by operation of the Final Order and Judgment will have, fully, finally, and forever released, relinquished, and discharged the Released Parties from all Released Claims.

87. Upon entry of the Final Approval Order, Plaintiff and Settlement Class Members, except for those who become Opt-Outs by timely submitting requests for exclusion from the

Settlement, are hereby barred against bringing any action or claim against any of the Released Parties for any of the Released Claims.

88. Further, with respect to the named Plaintiff only, Plaintiff hereby and forever releases, relinquishes, and gives up (and agrees not to directly or indirectly file, retain any recovery for, or pursue) any and all claims, suits, actions, controversies, demands, and/or causes of action whatsoever, of every kind, nature, or description, whether in law or in equity, known or unknown, that Plaintiff has against any of the Release Parties. This is a full and general release by Plaintiff with respect to any and all claims for, and recovery of, all damages, costs, losses, attorneys' fees, litigation expenses, and demands of whatever character against the Released Parties. This release extends to and includes any claims for civil damages (tort or contract), exemplary or punitive damages, and direct or derivative claims, for any monetary recovery or injunctive relief.

X. APPROVAL PROCESS

89. Court Approval. On or before October 29, 2025, Class Counsel shall file with the Court a Motion for Preliminary Approval, together with this Settlement Agreement and its Exhibits, to request that the Court grant preliminary approval of the Settlement and the terms of the Settlement Agreement, appoint the Settlement Administrator to administer the Settlement and Plaintiff and Class Counsel to represent the Settlement Class, approve and authorize the commencement of the Class Notice and the Class Notice Program, issue a Preliminary Approval Order in the form attached hereto as **Exhibit E**, and schedule a Final Approval Hearing on whether the Settlement should be granted final approval.

90. In the Motion for Preliminary Approval, Class Counsel shall request that the Court schedule the Final Approval Hearing for the date that is one-hundred twenty (120) days after entry of the Preliminary Approval Order.

91. Defendant, or the Settlement Administrator at Defendant's direction, shall, no later than ten (10) Days after the filing of the Motion for Preliminary Approval, serve the CAFA Notice on the appropriate federal and state officials in full compliance with 28 U.S.C. § 1715.

92. If the Motion for Preliminary Approval is granted, Class Counsel shall be responsible for asking the Court to grant final approval of the Settlement and to enter a Final Approval Order and Judgment, in the form attached hereto as **Exhibit D**, in accordance with the date set by the Court for the Final Approval Hearing.

93. If the Court does not enter a Preliminary Approval Order or a Final Approval Order and Judgment in all material respects, as set forth herein, or if the Final Approval Order is reversed, vacated, overturned, or rendered void by any court, this Agreement shall terminate and be of no force or effect, except as otherwise set forth in this Agreement, unless the Parties voluntarily agree to modify this Agreement in the manner necessary to obtain Court approval. In the event of any such termination after Defendant has paid the Settlement Fund Amount to create the Settlement Fund in accordance with this Agreement, the entire Settlement Fund shall belong to Defendant. Notwithstanding any provision of this Agreement, the Parties agree that any decision by any court as to any Attorneys' Fee Award or any Service Award, described in Section VI, including any decision by any court to award less than the amounts sought, shall not prevent the Agreement from becoming effective, prevent the Final Order and Judgment from being entered, or provide any grounds for termination of the Agreement or the Settlement.

94. Procedures for Objecting to the Settlement. Settlement Class Members shall have the right to appear and show cause if they have any reason why the terms of this Agreement should not be given final approval, subject to the provisions of this section.

95. Any Settlement Class Member who intends to object must do so on or before the Opt-Out and Objection Date. Any attempted objection that fails to comply with the requirements set forth herein shall be void. The Class Notice shall contain language consistent with the provisions set forth herein.

96. Any objection to this Settlement Agreement, including any of its terms or provisions, must be in writing and mailed to Class Counsel, Defense Counsel, and the Clerk of the Court at the addresses set forth in the Class Notice, postmarked no later than the Opt-Out and Objection Date. Settlement Class Members may object either on their own or through an attorney hired at their own expense.

97. Any objection regarding or related to the Agreement shall contain a caption or title that identifies it as “Objection to Class Settlement in *Manza v. PESI, Inc.*, No. 3:24-cv-000690-AMB-JDP (W.D. Wis)” and also shall contain the following information: (i) the objector’s name, address, and telephone number; (ii) the name, address, and telephone number of any attorney for the objector or any other person otherwise assisting the objector or who otherwise stands to potentially benefit financially with respect to such objection; (iii) the factual basis and legal grounds for the objection, including any documents sufficient to establish the basis for his or her standing as a Settlement Class Member; and (iv) identification of the case name, case number, and court for any prior class action lawsuit in which the objector and/or the objector’s attorney or any other person assisting with such objection (if applicable) has previously objected to a proposed class action settlement. If an objecting party chooses to appear at the Final Approval Hearing, then by no later than the Opt-Out and Objection Date, a notice of intention to appear, either in person or through an attorney, shall be filed with the Court and list the name, address, and telephone number of the person and/or any attorney who will appear.

98. A Settlement Class Member who appears at the Final Approval Hearing, either personally or through counsel, may be permitted to argue only those matters that were set forth in the timely and validly submitted written objection filed by such Settlement Class Member. No Settlement Class Member shall be permitted to raise matters at the Final Approval Hearing that the Settlement Class Member could have, but failed to, raise in his/her written objection, and all objections to the Settlement Agreement that are not set forth in a timely and validly submitted written objection will be deemed waived.

99. If a Settlement Class Member wishes to present witnesses or evidence at the Final Approval Hearing in support of a timely and validly submitted objection, all witnesses must be identified in the objection, and true and correct copies of all supporting evidence must be appended to, or filed and served with, the objection. Failure to identify witnesses or provide copies of supporting evidence in this manner waives any right to introduce such testimony or evidence at the Final Approval Hearing. Plaintiff or Defendant or both may take discovery regarding any objector, their attorney (if applicable), and the basis of any objection, to the same extent that discovery could otherwise have been sought from a party to the Action.

100. Any Settlement Class Member who fails to comply with the applicable provisions of this Section concerning any objection that he or she may have shall waive and forfeit any and all rights he or she may have to object, appear, present witness testimony, and/or submit evidence, shall be barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing, shall be precluded from seeking review of this Agreement by appeal or other means, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments in the Action. By filing an objection, objectors and their counsel submit to the jurisdiction of the Court for all purposes, including but not limited to subpoenas and discovery.

101. Motion for Final Approval and Right to Respond to Objections. Class Counsel shall move for final approval of the Settlement by filing a Motion for Final Approval no later than fourteen (14) days prior to the Final Approval Hearing.

102. Class Counsel and the Parties shall have the right, but not the obligation, to respond to any objection no later than fourteen (14) days prior to the Final Approval Hearing. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by hand or overnight delivery, to the objector (or any counsel for the objector).

103. Opt-Outs. Any Settlement Class Member who does not wish to participate in this Settlement must write to the Settlement Administrator stating an intention to be “excluded” from this Settlement. This written request for exclusion must be sent via first class United States mail to the Settlement Administrator at the address set forth in the Class Notice and postmarked no later than the Opt-Out and Objection Date. A request for exclusion must be signed by the putative Settlement Class Member, and must include such individual’s name, address, and the e-mail address used by such person to purchase video products or services from Defendant’s www.pesi.com or www.psychotherapynetworker.org website during the Settlement Class Period, and must clearly state that the person wishes to be excluded from the Litigation and this Settlement and the Settlement Agreement. A request for exclusion that does not include all of this information, or that is sent to an address other than that designated in the Class Notice, or that is not postmarked within the time specified, shall be invalid, and the person serving such a request shall be a member of the Settlement Class and shall be bound as a Settlement Class Member by the Court’s Orders in this Action and by this Agreement, if approved. The request for exclusion must be personally signed by the person seeking to be excluded. So-called “mass” or “class” opt-outs will be invalid and shall not be allowed.

104. Any Settlement Class Member who submits a request for exclusion may not file an objection to the Settlement, and any such purported objection filed by a Person in the Settlement Class who has requested exclusion shall be deemed a nullity. If a Settlement Class Member submits a timely written request for exclusion in compliance with the terms of this Section, he or she shall be deemed to have complied with the terms of the opt-out procedure, shall be deemed an Opt-Out, and shall not be bound by the Agreement if approved by the Court.

105. The Settlement Administrator shall keep Class Counsel and Defense Counsel apprised of the number of Opt-Outs on a periodic basis following the Notice Date and prior to the Opt-Out and Objection Date, shall provide such information to Class Counsel and Defense Counsel upon request by either Class Counsel or Defense Counsel, and shall provide Class Counsel and Defense Counsel with the Opt-Out List within seven (7) Days after the Opt-Out and Objection Date.

106. After Class Notice is disseminated and the Opt-Out and Objection Date has passed, the Parties shall request and seek to obtain from the Court a Final Approval Order and Judgment, substantially in the form attached hereto as **Exhibit D**, which will (among other things):

- a. find that the Court has personal jurisdiction over the Parties and that the Court has subject-matter jurisdiction to approve the Agreement, including all exhibits hereto;
- b. approve the Settlement Agreement and the proposed Settlement pursuant to Rule 23 as fair, reasonable, and adequate as to, and in the best interests of, Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have preclusive effect on all pending and future lawsuits or other

proceedings maintained by or on behalf of Plaintiff and the Releasing Parties with respect to the Released Claims;

- c. find that the Class Notice and the Class Notice Plan implemented pursuant to the Agreement (1) constitute the best practicable notice under the circumstances; (2) constitute notice that is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Litigation, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) are reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice and satisfy all requirements of Rule 23; and (4) satisfies the Due Process Clause of the United States Constitution;
- d. dismiss the Action (including all individual claims and Settlement Class Member claims asserted therein) on the merits and with prejudice, without fees or costs to any Party, except as provided in the Settlement Agreement and as ordered by the Court; incorporate the Releases set forth above in Section IX, make those Releases effective as of the date of the Final Approval Order and Judgment, and
- e. forever discharge the Released Parties as set forth herein; permanently bar and enjoin all Settlement Class Members (except those who timely requested exclusion and thus became Opt-Outs) from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction related to the Released Claims.

XI. TERMINATION OF THE AGREEMENT

107. Conditions Under Which Either Party May Terminate The Agreement. Plaintiff and Defendant will each have the right, but not the obligation, to unilaterally terminate this Agreement

by providing written notice of her or its election to do so (“Termination Notice”) to the other Party hereto within ten (10) Days of any of the following occurrences:

- a. the Court rejects, materially modifies, materially amends or changes, or expressly declines to issue a Preliminary Approval Order or a Final Approval Order and Judgment in the course of adjudicating any request to approve the Settlement Agreement;
- b. an appellate court reverses the Final Approval Order and Judgment and the Settlement Agreement is not reinstated without material change by the Court on remand;
- c. the Court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, the Final Approval Order and Judgment, or the Settlement Agreement in any material way, unless such modification or amendment is accepted in writing by all Parties, except that, as provided above, (i) the Court’s approval of the requested Attorneys’ Fees Award or Service Award, or its or their amount(s), is not a material condition of the Settlement; and (ii) the Court’s approval of the repayment of any uncashed check funds to Defendant to offset the costs of the Settlement’s administration is not a material condition of the Settlement; or
- d. the Effective Date does not occur.

108. Conditions Under Which Defendant May Terminate the Agreement: Defendant will have the right, but not the obligation, to unilaterally terminate this Agreement by providing written notice of her or its election to do so (“Termination Notice”) to the other Party hereto within

ten (10) Days of notice from the Settlement Administrator that more than 200 Settlement Class Members are Opt-Outs as of the Opt-Out and Objection Date.

109. At any point during the period for submitting requests for exclusion, Class Counsel shall be authorized to communicate with any of the persons who have submitted requests for exclusion to provide them with information concerning the Settlement and of their right to withdraw such request for exclusion prior to the Opt-Out and Objection Date.

110. Revert To Status Quo If Plaintiff Or Defendant Terminates. If either Plaintiff or Defendant terminates this Agreement as provided in this section, the Agreement will be of no force and effect and the Parties' rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement will be vacated.

111. In the event any termination as provided in Section XI occurs after Defendant has funded the Settlement Fund in accordance with this Agreement, the entire Settlement Fund shall belong to and be returned to Defendant, provided, however, that any payments made to the Settlement Administrator from the Settlement Fund for services rendered by the Settlement Administrator prior to the date of any such termination will not be refunded to Defendant;

XII. MISCELLANEOUS PROVISIONS

112. Cooperation of the Parties. The Parties acknowledge that it is their intent to consummate this Agreement, and they agree to fully cooperate and to take all reasonable steps and actions necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement. The Parties agree that they will not solicit, facilitate, or assist in any way, requests for exclusions or objections by putative or actual Settlement Class Members. Class Counsel and Defense Counsel recognize that they have an obligation to support the Settlement and to seek the Court's final

approval of its terms. Class Counsel will abide by all applicable and governing ethical rules, opinions, and obligations precluding their representation of opt-outs.

113. Interpretation. This Settlement Agreement contains the entire agreement among the Parties hereto and supersedes any prior discussions, agreements, or understandings among them as well as any and all prior drafts of this Settlement Agreement. All terms are contractual. For the purpose of construing or interpreting this Settlement Agreement, the Parties agree that the Settlement Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party, and the Parties further agree that any prior drafts may not be used to construe or interpret this Settlement Agreement.

114. Confidential Information. The Parties agree that the names, addresses, telephone numbers, and other data and materials concerning Settlement Class Members, including the Settlement Class List, used in effecting this Settlement (“Confidential Information”) are highly confidential. Therefore, it is agreed that no Person, other than individuals directly employed by Defendant or to whom Defendant has expressly permitted access; the Settlement Administrator and the employees of such Administrator; and such other Persons as the Court may order after hearing on notice to all counsel of record, shall be allowed to access any Confidential Information.

115. Binding Effect. The terms herein are and shall be binding upon each of the Parties hereto, their administrators, agents, assigns, attorneys, executors, heirs, partners, representatives, predecessors-in-interest, and successors, as well as upon all other Persons claiming any interest in the subject matter hereto through any of the Parties hereto, including any Settlement Class Members.

116. Headings. The headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Agreement.

117. No Rescission on Grounds of Mistake. The Parties acknowledge that they have made their own investigations of the matters covered by this Settlement Agreement to the extent they have deemed it necessary to do so. Therefore, the Parties agree that they will not seek to set aside any part of the Settlement Agreement on the grounds of mistake. Moreover, the Parties understand, agree, and expressly assume the risk that any fact not recited, contained, or embodied in the Settlement Agreement may turn out hereinafter to be other than, different from, or contrary to the facts now known to them or believed by them to be true, and further agree that the Settlement Agreement shall be effective in all respects notwithstanding and shall not be subject to termination, modification, or rescission by reason of any such difference in facts.

118. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by the Parties or their counsel. Amendments and modifications may be made without notice to the Settlement Class unless notice is required by law or by the Court.

119. Integration of Exhibits. Any exhibits to this Settlement Agreement are hereby incorporated and made a part of the Settlement Agreement.

120. Jurisdiction. The United States District Court for the Western District of Wisconsin has jurisdiction over the Parties to this Settlement Agreement for the purposes of this Settlement and any action brought to enforce this Settlement.

121. No Admission. Neither this Settlement Agreement nor any of its provisions, its exhibits, or related documents (including but not limited to drafts of the Settlement Agreement,

the Preliminary Approval Order or the Final Approval Order and Judgment), the Settlement Agreement's negotiation, or any proceedings relating in any way to the Settlement shall be construed as or deemed to be evidence of an admission or concession by any person, including Defendant, and shall not be offered or received in evidence, or subject to discovery, in this or any other action or proceeding except in an action brought to enforce its terms or except as may be required by law or Court order.

122. Governing Law. This Settlement Agreement shall be governed and enforced by, and construed in accordance with, the internal substantive laws of the State of Wisconsin.

123. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts will be deemed to be one and the same instrument.


124. No Assignment. Plaintiff and Class Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

125. No Waiver. The waiver by any Party of any breach of this Settlement Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

126. Authority. The Parties represent and warrant that the Persons signing this Settlement Agreement on their behalf have full power and authority to bind them to the terms of this Settlement Agreement. Any Person executing this Settlement Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Settlement Agreement to all of the terms and provisions of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed and caused this Settlement Agreement to be executed by their duly authorized representatives below.

PLAINTIFF DANA MANZA

Signed by:

 EE24ED99114A425...

Dana Manza

Date: 10/23/2025


DEFENDANT PESI, INC.

 By:
 Its:

Date: _____

CLASS COUNSEL APPROVED AS TO FORM:

Date: October 22, 2025

By: 
 Frank S. Hedin
 HEDIN LLP
 1395 Brickell Ave., Suite 610
 Miami, Florida 33131

DEFENSE COUNSEL APPROVED AS TO FORM:

Date: _____

By: _____
 David M. Schultz
 HINSHAW & CULBERTSON LLP
 151 N. Franklin Street, Suite 2500
 Chicago, IL 60606


IN WITNESS WHEREOF, the Parties have executed and caused this Settlement Agreement to be executed by their duly authorized representatives below.

PLAINTIFF DANA MANZA

Dana Manza

Date: _____

DEFENDANT PESI, INC.


By: Michael Olson
Its: Executive Director

Date: 10/23/2025

CLASS COUNSEL APPROVED AS TO FORM:

Date: _____

By: _____
Frank S. Hedin
HEDIN LLP
1395 Brickell Ave., Suite 610
Miami, Florida 33131

DEFENSE COUNSEL APPROVED AS TO FORM:

Date: 10/24/2025

By: /s/ David M. Schultz
David M. Schultz
HINSHAW & CULBERTSON LLP
151 N. Franklin Street, Suite 2500
Chicago, IL 60606