

# Exhibit F

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement,<sup>1</sup> dated as of the last date on which it is executed by all Settling Parties, is made and entered into by and among the Settling Parties: (i) Plaintiffs Rebecca Richards, Harold Henderson, Stacy Petrillo, and Stanley Williamson, individually and on behalf of the Settlement Class, by and through Class Counsel, on the one hand; and (ii) Defendant Healthcare Services Group, Inc., on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Litigation and the Released Claims, upon and subject to the terms and conditions below.

**I. RECITALS**

**WHEREAS**, on or around October 7, 2024, HCSG became aware of a cybersecurity incident, which a subsequent investigation determined potentially impacted certain data including: names, Social Security numbers, driver's license numbers, state identification numbers, financial account details, full access credentials, and medical and health insurance information.

**WHEREAS**, after HCSG identified the individuals whose Private Information may have been impacted by the Data Incident, notice was provided to those individuals beginning on August 25, 2025.

**WHEREAS**, Plaintiffs received notice from HCSG that their Private Information may have been impacted by the Data Incident.

**WHEREAS**, after HCSG provided notice of the Data Incident, multiple class action lawsuits were filed, the first of which was filed on August 27, 2025. ECF No. 1. Subsequent complaints arising from the Data Incident followed, and on September 4, 2025, Hon. Joshua D. Wolson granted Plaintiffs' Motion to Consolidate Cases. ECF No. 8. Additional cases were filed,

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II below.

and on October 21, 2025, the Court granted the Second Motion to Consolidate Related Cases. ECF No. 17.

**WHEREAS**, on November 24, 2025, the Court appointed Andrew W. Ferich of Ahdoot & Wolfson, PC; Benjamin F. Johns of Shub Johns & Holbrook LLP; and Charles E. Schaffer of Levin Sedran & Berman, LLP, as Plaintiffs' Interim Co-Lead Counsel. ECF No. 24.

**WHEREAS**, on December 19, 2025, the Plaintiffs filed the operative consolidated amended complaint, asserting claims for negligence, breach of implied contract, breach of contracts to which Plaintiffs and Class Members were intended third-party beneficiaries, breach of fiduciary duty, unjust enrichment, violations of the New Jersey Consumer Fraud Act and Washington Consumer Protection Act, and for declaratory and injunctive relief. ECF No. 25.

**WHEREAS**, the Parties agreed to attend mediation, and on January 5, 2026, and the Court approved a stipulation to stay the litigation. ECF No. 27.

**WHEREAS**, prior to the mediation, the Parties engaged in informal discovery and exchanged detailed mediation statements. On March 11, 2026, the Parties participated in an all-day mediation overseen by Bennett Picker of Stradley Ronon Stevens & Young, LLP. Mr. Picker is an experienced and highly sought-after data breach mediator. The mediation was successful, with the Parties agreeing to a mediator's proposal made by Mr. Picker after hard-fought, arm's length negotiations. In the weeks that followed the mediation, the Parties worked diligently to round out and finalize this Settlement and associated documents.

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

extensive costs.

**WHEREAS**, HCSG denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of HCSG with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses or arguments that HCSG has asserted or would assert.

**WHEREAS**, based on their investigation and their substantial experience in data breach cases, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to Settlement Class Members and are in their best interests, and they have agreed to settle the claims that were asserted or could have been asserted in the Litigation arising out of or relating to the Data Incident pursuant to the terms and provisions of this Agreement after considering, (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this litigation to be consummated as provided by this Agreement.

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

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and among Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and HCSG that, subject to the Court's approval, when Judgment becomes Final, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who timely and validly opt out of the

Settlement, upon and subject to the terms and conditions of this Settlement Agreement.

## II. DEFINITIONS

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

1. “Agreement” or “Settlement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release.

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

3. “Claims Administration” means the process of administering the Settlement, including but not limited to providing Notice to the Class, receiving and processing Claim Forms, responding to Class Member inquiries, distributing Settlement Class Benefits, and performing other duties assigned to the Claims Administrator under the Settlement or Court orders.

4. “Claims Administration Expenses” means the costs and expenses associated with Claims Administration and providing Notice to the Settlement Class.

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

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

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

8. “Class Counsel” means Andrew W. Ferich of Ahdoot & Wolfson, PC; Benjamin F. Johns of Shub Johns & Holbrook LLP; and Charles E. Schaffer of Levin Sedran & Berman, LLP.

9. “Class List” means the list generated by HCSG containing the names and current or last known mailing and email addresses for all Settlement Class Members, which HCSG shall provide to the Claims Administrator within 14 days of entry of the Preliminary Approval Order.

10. “Class Member(s)” or “Settlement Class Member(s)” means all Person(s) who falls within the definition of the Settlement Class.

11. “Class Representatives” or “Plaintiffs” means the named Plaintiffs in this Litigation, which includes Rebecca Richards, Harold Henderson, Stacy Petrillo, and Stanley Williamson, who are being proposed to serve as representative plaintiffs for the Settlement Class.

12. “Court” means the United States District Court for the Eastern District of Pennsylvania.

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

14. “Data Incident” means the potential unauthorized access of certain Private Information on HCSG’s computer systems discovered on or about October 7, 2024, which gave

rise to the Litigation.

15. “Defendant” or “HCSG” means Healthcare Services Group, Inc., the named Defendant in this Litigation.

16. “Defendant’s Counsel” means the law firm of Shook, Hardy & Bacon L.L.P.

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

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

19. “Email Notice” means the content of the electronic notice to the Class Members in substantially the form attached as **Exhibit B**. The Email Notice shall direct recipients to the Settlement Website and inform Class Members of, among other things, the Claims Deadline, the Opt-Out Deadline, the Objection Deadline, the requested attorneys’ fees, and the date of the Final Fairness Hearing.

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

21. “Final Fairness Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Federal Rules of Civil Procedure and for the Court to determine whether to issue the Judgment.

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

23. “Litigation” or “Action” means the lawsuit captioned *Richards, et al., v. Healthcare Services Group, Inc.*, Case No. 2:25-cv-04908-JDW, pending in the United States District Court for the Eastern District of Pennsylvania.

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

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

26. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Claims Administration Expenses incurred pursuant to this Settlement Agreement; (ii) any amounts approved by the Court for attorneys’ fees and reimbursement of litigation costs and expenses; (iii) Service Awards approved by the Court; and (vii) applicable taxes, if any.

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

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

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

30. “Opt-Out Deadline” means 60 days after the Notice Deadline and is the date by which Settlement Class Members must mail their Requests for Exclusion from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

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

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

33. “Private Information” means names, Social Security numbers, driver’s license numbers, state identification numbers, financial account details, full access credentials, and medical and health insurance information.

34. “Pro Rata Cash Payment” means a flat, pro rata cash Settlement Payment that Class

Members can claim under the Settlement.

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

36. “Released Claims” means any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys’ fees, losses, remedies, claims, and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; all state consumer protection statutes, including but not limited to the New Jersey Consumer Fraud Act and Washington Consumer Protection Act; violations of any federal or state data breach notification statute; negligence; negligence per se; breach of contract; breach of implied contract; breach of third-party beneficiary contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, existing or potential, accrued or unaccrued, fixed or

contingent, direct or derivative, and any other form of legal statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement.

37. “Released Parties” means Healthcare Services Group, Inc. and each of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, departments, employees, contractors, agents, servants, members, managers, providers, partners, principals, directors, officers, shareholders, successors, assigns, and owners, and all of their attorneys, advisors, consultants, vendors, heirs, executors, administrators, insurers, and agents and/or third-party administrators thereof, writing companies, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and including, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Litigation.

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

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

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

41. “Settlement Class” means all living persons in the United States who were sent a notice from HCSG regarding potential impact from the Data Incident, or otherwise determined to have potentially had their Private Information impacted by the Data Incident. The Settlement Class specifically excludes Defendant HCSG, any entity in which it has a controlling interest, and HCSG’s officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter, members of their immediate families and their judicial staff, and persons who timely and validly excluded from the Settlement.

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

43. “Settlement Fund” means a non-reversionary common fund in the amount of \$3,000,000.00.

44. “Settlement Payment” means the cash compensation paid to Settlement Class Members who submit a Valid Claim for Documented Monetary Losses or a Pro Rata Cash Payment.

45. “Settlement Website” means the website that shall be available no later than the

Notice Deadline and shall remain accessible and operable for 3 months following the Court's grant of final settlement approval or termination of the Settlement, whichever occurs first.

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

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

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

equivalent to Cal. Civ. Code § 1542, which provides:

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

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs, expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including but not limited to any Unknown Claims they may have. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

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

### **III. SETTLEMENT BENEFITS**

50. Settlement Fund. HCSG is responsible for paying a total sum of \$3,000,000.00, which shall constitute the entire Settlement Fund. HCSG shall not be required to pay any additional amounts under this Settlement.

51. Funding Schedule. Defendant shall fund, or cause to be funded, an initial payment of \$365,000.00 to the Settlement Fund within 30 days after the later of: (i) entry of the Preliminary Approval Order or (ii) Defendant’s receipt of payee instructions, a Form W-9 for the Settlement Fund, an invoice, and contact information to voice verify the payment instructions. Defendant shall

then fund, or cause to be funded, the remaining balance of the Settlement Fund no later than 30 days after the Effective Date.

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

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

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

55. Documented Monetary Losses. Settlement Class Members may submit a claim for

a cash payment of up to \$5,000.00 per Settlement Class Member for Documented Monetary Losses reasonably related to the Data Incident. To receive a payment for Documented Monetary Losses, a Settlement Class Member must attest under penalty of perjury that the losses or expenses were incurred as a result of the Data Incident and submit Reasonable Documentation supporting such losses. Documented Monetary Losses cannot be documented solely by a personal certification, declaration, or affidavit; a Settlement Class Member must provide actual supporting documentation of the loss. Documented Monetary Losses may include but are not limited to: (i) out-of-pocket credit monitoring costs that were incurred on or after September 27, 2024, through the Claims Deadline; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long-distance phone charges, postage, or mileage for local travel at the prevailing IRS business-use mileage rate for the year incurred. This list of reimbursable Documented Monetary Losses is exemplary and not exhaustive. Settlement Class Members may make claims for any unreimbursed Documented Monetary Loss reasonably related to the Data Incident or to mitigating the effects of the Data Incident. Settlement Class Members shall not be reimbursed for any expenses for which they have been reimbursed for from another source, including any compensation provided in connection with a credit monitoring or identity theft protection services previously offered by Defendant or otherwise. If a Settlement Class Member does not submit Reasonable Documentation supporting a loss, or if their claim for a Documented Monetary Losses payment is rejected by the Claims Administrator in whole for any reason, and the Settlement Class Member fails to cure any deficiencies identified by the Claims Administrator, the claim shall be treated as a claim for a Pro Rata Cash Payment only.

56. Pro Rata Cash Payment. In addition to Documented Monetary Losses, a Settlement Class Member may claim a Pro Rata Cash Payment. The amount of the Pro Rata Cash Payments

shall be calculated by evenly dividing the remaining balance of the Net Settlement Fund.

57. Credit Monitoring. In addition to one or both Settlement Payments above, Settlement Class Members may claim three years of single-bureau Credit Monitoring, which will provide at least the following benefits: single-bureau credit monitoring, dark web monitoring, identity theft insurance coverage of up to \$1,000,000.00, and fully managed identity recovery services.

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

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

by the Claims Administrator.

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

60. Duties of Claims Administrator. The Claims Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to:

- a) Serving the CAFA Notice on the appropriate state and federal officials, as directed by HCSG;
- b) Administering and overseeing the Settlement Fund, including all funds provided by HCSG to pay Valid Claims;
- c) Obtaining the Class List for the purpose of disseminating Notice to Class Members;
- d) Performing National Change of Address (NCOA) searches and/or skip-tracing on the Class List;
- e) Providing Notice to Class Members via U.S. Mail and email;
- f) Establishing and maintaining the Settlement Website;
- g) Establishing and maintaining a toll-free telephone line for Class Members to call with Settlement-related inquiries, and answering such inquiries within one business day;

- h) Responding to any mailed or emailed inquiries from Class Members within one business day;
- i) Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members and weekly transmitting to Class Counsel and Defendant's Counsel a list of Valid Claims;
- j) Receiving Requests for Exclusion and objections and providing Class Counsel and Defendant's Counsel a copy thereof immediately upon receipt. If the Claims Administrator receives any Requests for Exclusion, objections, or other requests from Class Members after the Opt-Out Deadline and Objection Deadline, the Claims Administrator shall promptly provide copies thereof to Class Counsel and to Defendant's Counsel;
- k) Coordinating with the Credit Monitoring provider to receive and distribute product activation codes within 30 days of the Effective Date;
- l) After the Effective Date, processing and distributing Settlement Payments to Settlement Class Members;
- m) Providing bi-weekly or other periodic reports to Class Counsel and Defendant's Counsel regarding Settlement Payments, including the number of Settlement Payments mailed, delivered, and cashed; undeliverable payments; and any other requested information;
- n) In advance of the Final Fairness Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Person who timely and properly submitted a Request for Exclusion; and

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

61. Limitation of Liability. The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Claims Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iii) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or (iv) the payment or withholding of any taxes and tax-related expenses.

62. Dispute Resolution for Claims. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all necessary information to complete the Claim Form, including any Reasonable Documentation that may be necessary to support any claimed Documented Monetary Losses payment; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. In assessing what losses qualify as more likely than not caused by the Data Incident, the Claims Administrator will consider (i) whether the timing of the loss occurred on or after September 27, 2024; and (ii) whether the personal information used to commit identity theft or fraud consisted of the type of Private Information identified in HCSG's notices of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require to evaluate the claim, e.g., documentation requested on the Claim Form, and required documentation regarding the

claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. Any claim determined to be implausible shall be submitted to counsel for the Parties for review. If, after meeting and conferring, the Settling Parties do not agree with the Claims Administrator's determination, the claim shall be referred to a mutually agreed-upon claims referee for final resolution.

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

64. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have 10 days to accept, in whole or lesser amount, or to reject each

claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claims Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claims Administrator to evaluate the claim, then the Claims Administrator may reject the claim without any further action.

65. If any dispute is submitted to a claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within 15 days of the claims referee's receipt of the dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within 30 days of the claims referee's receipt of the dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within 30 days of the latter of the following events: its receipt of the submitted dispute and receipt of all supplemental information requested.

66. Review and Challenge of Claims Determinations. Upon request by Class Counsel or Defendant's Counsel, the Claims Administrator shall provide all information gathered in connection with the claims investigation, including, without limitation, copies of all

correspondence, internal notes, the determinations made, and all reasons supporting such determinations. Class Counsel and Defendant's Counsel shall have the right, upon reasonable notice, to inspect all Claim Forms and supporting documentation received by the Claims Administrator.

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

#### **IV. SETTLEMENT CLASS CERTIFICATION**

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

#### **V. PRELIMINARY APPROVAL AND NOTICE OF FAIRNESS HEARING**

69. Preliminary Approval. As soon as practicable after the execution of the Settlement Agreement, Class Counsel shall file an unopposed motion for preliminary approval of the Settlement with the Court, attaching a copy of this Settlement Agreement and requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially

similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement as set forth herein;
- c) appointment of Andrew W. Ferich of Ahdoot & Wolfson, PC; Benjamin F. Johns of Shub Johns & Holbrook, LLP; and Charles E. Schaffer of Levin Sedran & Berman, LLP, as Class Counsel;
- d) appointment of the Plaintiffs as Class Representatives;
- e) approval of the Email Notice and Short Notice in the forms substantially similar to **Exhibit B** and **Exhibit E**, attached hereto;
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit C**, attached hereto, which, together with the Short Notice and Email Notice, shall include a summary of the Settling Parties' respective litigation positions; the material terms of the Settlement; instructions for how to object to or request exclusion from the Settlement; the procedures for submitting a claim; the requested attorneys' fees and litigation costs and expenses; and the date, time, and place of the Final Fairness Hearing;
- g) approval of the Claim Form, to be available on the Settlement Website and mailed to Class Members upon request, in a form substantially similar to **Exhibit A**, attached hereto; and
- h) appointment of Kroll as the Claims Administrator.

The Short Notice, Email Notice, Long Notice, and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties before such submissions to the Court for approval.

## VI. NOTICE

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

- a) Within 14 days after entry of the Preliminary Approval Order, HCSG shall provide the Class List to the Claims Administrator.
- b) The Claims Administrator shall provide direct and individual Notice to Class Members by Email Notice and, where email addresses are not available, Short Notice, to the extent mailing addresses are available, to the last known addresses for Class Members no later than the Notice Deadline. Those Class Members whose Email Notice bounces back or is undeliverable will be sent a Short Notice, to the extent the Claims Administrator can identify the postal address of the Class Member. Prior to mailing, the Claims Administrator shall check and update all addresses through the NCOA database. If a mailed Short Notice is returned with a forwarding address prior to the Claims Deadline, the Claims Administrator shall promptly forward the Notice to the forwarding address. Where Short Notices are returned as undeliverable with no forwarding address prior to the Claims Deadline, at the direction and discretion of the Parties, the Claims Administrator shall subject such returned Short Notices to an advanced address search process to ascertain a valid forwarding address and forward the Short Notice.
- c) If the Parties elect to re-mail returned Short Notices, the Claims Administrator shall re-mail the Short Notice to the updated address no later than 45 days before the

original date set for the Final Fairness Hearing. In lieu of re-mailing Short Notices, the Parties may elect alternative means of providing Notice to such Class Members.

- d) The Claims Administrator shall establish, maintain, and update the Settlement Website. The Settlement Website shall include copies of the Long Notice and Claim Form, as approved by the Court, as well as this Settlement Agreement and all its Exhibits. The Settlement Website shall also include copies of, or links to, relevant filings, including but not limited to the operative complaint; the motion for preliminary approval; the Preliminary Approval Order; the Motion for Attorneys' Fees, Costs, and Service Awards; and the motion for final approval.
- e) The Claims Administrator also shall establish a toll-free help line, staffed with a reasonable number of live operators, to respond to Settlement-related inquiries from Class Members.
- f) Upon request, the Claims Administrator shall provide copies of the Court-approved Short Notice, Long Notice, and Claim Form, as well as this Settlement Agreement.
- g) At the discretion of Class Counsel, and with notice to Defendant's Counsel, the Claims Administrator shall send a reminder notice to the Class Members who have not yet submitted a claim if, as of 30 days before the Claims Deadline, the claims rate is less than 3.0%.
- h) Before the Final Fairness Hearing, the Claims Administrator shall file with the Court an affidavit or declaration attesting to compliance with all Notice requirements. The Court-approved Email Notice, Short Notice, Long Notice, and Claim Form may be adjusted by the Claims Administrator in consultation with an agreement by the Settling Parties, as may be reasonable and necessary and not

materially inconsistent with the Court's approval.

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

71. Timing for Motion for Attorneys' Fees. No later than 14 days prior to the Objection Deadline, Class Counsel shall file their Motion for Attorneys' Fees, Costs, and Service Awards.

72. Timing for Motion for Final Approval. No later than 14 days after the Objection Deadline, Plaintiffs and Class Counsel shall file a motion for final settlement approval, requesting that the Court enter final settlement approval and judgment, to be issued following the Final Fairness Hearing. In connection with the motion for preliminary approval, counsel for the Settling Parties shall request that the Court set a date for the Final Fairness Hearing that is no earlier than 120 days after entry of the Preliminary Approval Order.

## **VII. OPT-OUT PROCEDURES**

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

74. All Persons who submit valid and timely Requests for Exclusion shall not receive

any Settlement Class Benefits nor be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Class and who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

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

#### **VIII. OBJECTION PROCEDURES**

76. Objections. Any Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely, written notice of their objection by the Objection Deadline. Such notice shall state: (i) the objector's full name, address, telephone number, and email address (if available); (ii) information identifying the objector as a Class Member, including proof that the objector is a member of the Class (e.g., copy of the Settlement notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or their counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the

preceding 5 years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). Objections must be mailed to the Clerk of Court and the designated Post Office Box established by the Claims Administrator no later than the Objection Deadline. For an objection to be timely and considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice.

77. Waiver of Objections. Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraph 76 shall waive and forfeit any and all rights to appear separately or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The procedures set forth in Paragraph 76 shall be the exclusive means for Class Members to challenge the Settlement Agreement.

## **IX. RELEASES**

78. Upon the Effective Date, and in consideration of the Settlement Class Benefits and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims including Unknown Claims, against each of the Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Releasing Party, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

79. Upon the Effective Date, HCSG shall be deemed to have, and by operation of the

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

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

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

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

82. Class Counsel may petition the Court for attorneys' fees not to exceed one-third of the Settlement Fund (\$1,000,000.00), plus reimbursement of reasonable out-of-pocket litigation costs and expenses. Plaintiffs will also request payment of Service Awards in the amount of \$2,500.00 to each of the four named Plaintiffs (total of \$10,000.00). The Motion for Attorneys' Fees, Costs, and Service Awards shall be filed no later than 14 days prior to the Objection deadline.

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

amongst themselves or other plaintiffs' counsel.

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

85. The amounts awarded for attorneys' fees, litigation costs and expenses, and Service Awards are payable from the Settlement Fund within 5 days after the Settlement Fund has been fully funded and the funds are available in accordance with the funding schedule set forth in Paragraph 51 of this Agreement.

#### **XI. DISBURSEMENT OF SETTLEMENT CLASS BENEFITS**

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

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

88. All Settlement Class Members who fail to timely submit a claim for any benefits

hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

89. The Settlement Fund is non-reversionary. To the extent any funds remain in the Net Settlement Fund more than 120 days after the initial distribution of Settlement Payments, a subsequent Settlement Payment shall be made on a pro rata basis to all Class Members with Valid Claims for Pro Rata Cash Payments who negotiated (i.e., cashed or deposited) their initial Settlement Payment, provided that no supplemental payment shall be issued in an amount less than \$3.00.

90. If any amounts remain in the Net Settlement Fund 45 days following the expiration of the 120-day check negotiation period, and after all reasonable efforts to re-issue returned Settlement Payments have concluded and subject to Court approval, any residual funds shall be distributed to the International Association of Privacy Professionals Westin Scholarship Fund, as approved by the Court.

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

92. Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, claims referee, Class Counsel, and Defendant's Counsel.

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

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

- a) This Settlement Agreement has been fully executed;
- b) the Court has entered the Preliminary Approval Order without material change;
- c) The Court-approved Email Notice or Short Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;
- d) HCSG has not exercised its option to terminate the Settlement Agreement;
- e) the Court has entered the Judgment granting final approval to the Settlement as set forth herein; and
- f) the Judgment has become Final.

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

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

96. If, within 21 days after the Opt-Out Deadline, more than 750 Persons have submitted Requests for Exclusion, Defendant shall have the right to terminate the Settlement Agreement in its entirety.

97. In the event that the Settlement Agreement or the releases are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and

shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, HCSG shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

### **XIII. MISCELLANEOUS**

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

99. The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement reflects the Settling Parties' compromises of claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the Settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was

reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

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

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

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

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

104. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

105. The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

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

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

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

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

set of original executed counterparts shall be filed with the Court.

110. The Settlement Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

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

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

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

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

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

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

117. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All reference to “days” in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

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

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

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

121. This Agreement shall be deemed to have been drafted by the Settling Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. Plaintiffs and HCSG each acknowledge that each have been advised and are represented by legal counsel of their own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

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

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

**PLAINTIFFS:**

*REBECCA RICHARDS*

\_\_\_\_\_  
Rebecca Richards, Plaintiff

Date: 05 / 01 / 2026

\_\_\_\_\_  
Harold Henderson, Plaintiff

Date: \_\_\_\_\_

\_\_\_\_\_  
Stacy Petrillo, Plaintiff

Date: \_\_\_\_\_

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

**PLAINTIFFS:**

\_\_\_\_\_  
Rebecca Richards, Plaintiff

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Harold Henderson, Plaintiff

Date: 04 / 30 / 2026

\_\_\_\_\_  
Stacy Petrillo, Plaintiff

Date: \_\_\_\_\_

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

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

**PLAINTIFFS:**

\_\_\_\_\_  
Rebecca Richards, Plaintiff

Date: \_\_\_\_\_

\_\_\_\_\_  
Harold Henderson, Plaintiff

Date: \_\_\_\_\_

*Stacy Petrillo*  
\_\_\_\_\_  
Stacy Petrillo, Plaintiff

Date: 4/30/2026

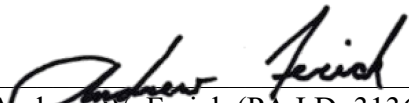
Stanley Williamson  
Stanley Williamson (Apr 30, 2026 14:31:54 EDT)

Stanley Williamson, Plaintiff

Date: 04/30/2026

**COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:**

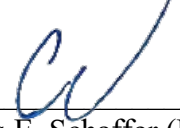
Date: April 30, 2026

  
Andrew W. Ferich (PA I.D. 313696)

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cschaffer@lfsblaw.com

***Interim Co-Lead Class Counsel***

**DEFENDANT:**

Date: 4/30/2026



Name John Emstie  
Title: Deputy General Counsel