

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs Janie Marcaurel, Gabriel Fierro, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated, and Defendant USA Waste-Management Resources, LLC (“WM” or “Defendant”) (collectively, the “Parties”) hereby enter into this Class Action Settlement Agreement and Release (“Settlement Agreement” or “Settlement”), subject to Court approval as required by Rule 23 of the Federal Rules of Civil Procedure. In consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

I. RECITALS

A. In January 2021, WM detected suspicious activity and discovered an unauthorized third party hacked into WM’s system (the “Data Security Incident”). WM determined that the Data Security Incident may have involved files containing employees’ personally identifiable information (“PII”). Out of an abundance of caution, WM provided notice in May 2021 to all reasonably identifiable individuals whose PII was potentially impacted by the Data Security Incident, sending out approximately 295,867 total notice letters. Although WM disputes that any PII has been exfiltrated or misused, WM offered credit monitoring services to remediate any harm allegedly resulting from the Data Security Incident.

B. After receiving notice of the Data Security Incident in May 2021, several Plaintiffs filed complaints against WM in July 2021 in the Southern District of New York. The pending suits were consolidated and reassigned to Judge Denise L. Cote in the instant action styled: *In re Waste Management Data Breach Litigation*, No. 1:21-cv-06199-DLC (S.D.N.Y.) (the “Action”). On November 19, 2021, Plaintiffs filed their Amended Consolidated Class Action Complaint [ECF No. 42] (the “Complaint”), asserting ten claims, including: (1) negligence; (2) breach of confidence; (3) breach of express contract; (4) breach of implied contract; (5) breach of fiduciary duty; (6) unjust enrichment; (7) declaratory and injunctive relief; (8) violation of the California Consumer Privacy Act (CCPA); (9) violation of California’s Unfair Competition Law (UCL); and (10) violation of the California Consumer Records Act (CRA). Plaintiffs sought actual damages, statutory damages, attorneys’ fees and costs, and injunctive relief.

C. On January 7, 2022, WM filed a motion to dismiss all ten of Plaintiffs’ claims pursuant to Federal Rule of Civil Procedure 12(b)(6), asserting that Plaintiffs failed to state a claim upon which relief could be granted. In response to WM’s motion, Plaintiffs voluntarily dismissed their breach of express contract and declaratory and injunctive relief claims. Then, on February 24, 2022, the Court entered an order dismissing all of Plaintiffs’ remaining claims and entering judgment for WM.

D. On March 25, 2022, Plaintiffs filed a notice of appeal to the United States Court of Appeals for the Second Circuit seeking review of the district court’s ruling (as defined below, the

“Appeal”). Briefing for that Appeal concluded on October 21, 2022, and oral argument was previously set for March 15, 2023. Upon the Parties’ agreement to the terms of a comprehensive settlement, as discussed in greater detail below, the Parties filed a Joint Motion to Hold Appeal in Abeyance and Remove the Case from the Argument Calendar Pending Indicative Ruling from the District Court Regarding Settlement. The Second Circuit granted that motion on February 23, 2023.

E. Throughout the case, the Parties have explored and discussed at length the factual and legal issues in the Action and related to the Data Security Incident. The Parties participated in multiple mediation sessions with well-respected JAMS mediator Bruce Friedman. Although the Parties did not reach an agreement during the initial mediation session, meaningful progress was achieved. Significant arm’s-length settlement negotiations took place between the Parties following the initial mediation, including with the assistance of the mediator, and the Parties were ultimately able to reach a complete agreement during a second mediation session with Mr. Friedman. The mediations and settlement discussions spanned several months and included exchanging information between the Parties about the Data Security Incident, potential damages, appellate issues, WM’s business practices with respect to privacy and data security, and the experiences of Plaintiffs. The result is a Settlement Agreement that was reached without collusion, subject to the Court-approval process set forth herein.

F. The Parties did not discuss attorneys’ fees, expenses, or service awards for the Plaintiffs until after they had reached agreement as to the material terms of the relief for Settlement Class Members.

G. The Parties recognize the outcome of the Action and the claims asserted in the operative Complaint are uncertain, and that protracted litigation of this Action to final judgment would entail substantial cost, risk, and delay of benefits and relief for Plaintiffs and all Settlement Class Members.

H. The Parties desire to compromise and settle all issues, claims, and allegations asserted in the Action and those claims that could have been asserted in the Action based upon the Data Security Incident, by or on behalf of Plaintiffs and the Settlement Class.

I. The Parties agree that the Settlement Agreement offers significant benefits to all Settlement Class Members and is fair, reasonable, adequate, and in the best interests of Plaintiffs and all Settlement Class Members.

J. This Settlement Agreement is made and entered into by and between Plaintiffs, individually and on behalf of all Settlement Class Members, and WM.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

II. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. “Action” means *In re Waste Management Data Breach Litigation*, No. 1:21-cv-06199-DLC, United States District Court for the Southern District of New York.

B. “Appeal” means the appeal currently being held in abeyance in the United States Court of Appeals for the Second Circuit, Case No. 22-641; (*Marcaurel et al v. USA Waste Management Resources, LLC*).

C. “Business Day” means normal business workdays excluding Saturdays, Sundays, and federally recognized holidays.

D. “Claim” means a written request, in electronic or paper form, by a Settlement Class Member, consistent with the provisions of this Settlement Agreement, seeking reimbursement for documented Ordinary Expenses or Extraordinary Expenses that are reasonably traceable to the Data Security Incident and have not been reimbursed or are otherwise not reimbursable through other means and/or compensation for time the Settlement Class Member attests was spent responding to or addressing issues relating to the Data Security Incident.

E. “Claim Form” means the form a Settlement Class Member must submit to claim the Settlement benefits, in a format substantially similar to Exhibit 4 attached hereto.

F. “Claims Deadline” means the time and date by which a Claim Form must be received by the Settlement Administrator through the Settlement Website or postmarked for Claim Forms submitted in paper format in order for a Settlement Class Member to be entitled to any of the monetary consideration contemplated in this Settlement Agreement. The Claims Deadline shall be 90 days after the Class Notice Date.

G. “Class” means a nationwide class defined as the individuals to whom Defendant sent notice of the Data Security Incident, which is the subject of the instant litigation.

H. “Class Counsel” refers to Gayle M. Blatt of Casey Gerry Schenk Francavilla Blatt & Penfield, LLP; Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP; Michael Anderson Berry of the Arnold Law Firm; and Terence Richard Coates of Markovits, Stock & DeMarco LLC.

I. “Class Notice” means the Court-approved form of notice to the Settlement Class Members in a format substantially similar to Exhibits 2-3 attached hereto, mutually prepared and agreed upon by the Parties, informing the Settlement Class Members of, among other things, (i) the preliminary approval of the Settlement; (ii) the settlement benefits available to Settlement Class Members; (iii) their opportunity to participate in, object to, or exclude themselves from the

Settlement; and (iv) the scheduling of a Final Approval Hearing regarding the Settlement.

J. “Class Notice Date” means the date by which the Settlement Administrator completes the Postcard Notice. This date shall be 30 days after the Court has entered the Preliminary Approval Order or as soon thereafter as is feasible for the Settlement Administrator.

K. “Class Representatives” means Plaintiffs Janie Marcaurel, Gabriel Fierro, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck.

L. “Court” means the United States District Court for the Southern District of New York.

M. “Defendant’s Counsel” means Michelle A. Reed, Elizabeth D. Scott, and Stephanie Lindemuth of Akin Gump Strauss Hauer & Feld LLP.

N. “District Court” means the United States District Court for the Southern District of New York.

O. “Effective Date” means: (a) thirty (30) days after the Court enters the Final Approval Order; or (b) if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order has been filed, five (5) Business Days after any appeal, writ, or other appellate proceeding opposing the Final Approval Order has been finally and conclusively dismissed with no right to pursue further remedies or relief.

P. “Extraordinary Expenses” means documented unreimbursed losses incurred by a Settlement Class Member who suffered identity theft reasonably traceable to the Data Security Incident, provided the loss is not already covered by one or more of the other reimbursement categories and the Settlement Class Member made reasonable efforts to avoid or seek reimbursement for the loss, including, but not limited to, exhaustion of then-existing credit monitoring and identity theft insurance.

Q. “Final Approval Hearing” means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and at which the Court may or may not consider and finally decide whether to approve payment of any Service Award and Plaintiffs’ Counsel’s Fees and Expenses.

R. “Final Approval Order” means the order and judgment that the Court enters upon Final Approval, in a format substantially similar to Exhibit 5 attached hereto. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then Final Approval Order includes all such orders.

S. “Identity Theft Protection and Credit Monitoring Package” means two (2) years of Equifax’s Complete Premier 3-bureau credit monitoring services, including identity restoration services and up to \$1,000,000 of identity theft insurance coverage for certain out of pocket expenses resulting from identity theft.

T. “Notice Program” means the notice methods provided for in this Settlement Agreement and consists of (1) Postcard Notice to all Settlement Class Members for whom a physical address can be identified with reasonable effort as described herein, and (2) Detailed Notice posted on the Settlement Website. The forms of Notice shall be substantially in the forms attached as Exhibits 2-3 to this Settlement Agreement and approved by the Court, and the Notice Program shall be implemented in substantially the manner provided in Section VI.

U. “Objection Deadline” means forty-five (45) days from the Class Notice Date, or a date otherwise ordered by the Court, for members of the Settlement Class to object to the Settlement Agreement’s terms or Class Counsels’ Fees and Expenses, and to submit any required statements, proof, or other materials and/or argument.

V. “Ordinary Expenses” are actual, documented, and unreimbursed monetary losses incurred by a Settlement Class Member after the date of the Data Security Incident that are reasonably traceable to the Data Security Incident, provided the Settlement Class Member attests that he or she made reasonable efforts to avoid or seek reimbursement for the losses, including, but not limited to, exhaustion of then-existing credit monitoring and identity theft insurance.

W. “Personal Identifying Information” or “PII” means information that WM has that is fairly traceable to Settlement Class Members and may include an individual’s name, Social Security number, date of birth, and/or driver’s license numbers.

X. “Plaintiffs” mean Janie Marcaurel, Gabriel Fierro, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck.

Y. “Plaintiffs’ Counsel” means Class Counsel and Lori G. Feldman of George Feldman McDonald PLLC; Jeffrey S. Goldenberg of Goldenberg Schneider, LPA; and Joseph M. Lyon of Lyon Firm LC.

Z. “Plaintiffs’ Counsels’ Fees and Expenses” means the reasonable attorneys’ fees and expenses of Plaintiffs’ Counsel, subject to approval of the Court.

AA. “Preliminary Approval Order” means the order of the Court preliminarily approving this Settlement Agreement, in a format substantially similar to Exhibit 1 attached hereto.

BB. “Released Claims” means the claims released by this Settlement Agreement as stated in Section X.

CC. “Released Parties” means WM, and its present, former, and future parents, subsidiaries, affiliates, divisions, successors, predecessors, assignors, assignees, and assigns, and each of their respective present, former, or future officers, directors, shareholders, partners, principals, insurers, employees, agents, assigns, acquirers, predecessors, representatives, attorneys, consultants, joint venturers, independent contractors, and accountants.

DD. “Releasing Parties” means Plaintiffs and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement, and each of their respective heirs, assigns, beneficiaries, and successors.

EE. “Request for Exclusion” means a timely and valid request by any Settlement Class Member for exclusion from the Settlement. To the extent any Settlement Class Member delivers both a timely and valid Claim Form to the Settlement Administrator and a timely and valid request for exclusion, the request for exclusion will be deemed to be invalid, and the Claim Form will be processed.

FF. “Request for Exclusion Deadline” means forty-five (45) days from the Class Notice Date, or a date otherwise ordered by the Court, for members of the Class to request exclusion from the Settlement.

GG. “Service Award” means the amount to be paid to Plaintiffs to compensate them for the time and effort expended on behalf of the Settlement Class, subject to approval of the Court.

HH. “Settlement” and **“Settlement Agreement”** means the agreement by the Parties to resolve this Action, the terms of which have been memorialized herein.

II. “Settlement Administrator” means Epiq Systems, Inc.

JJ. “Settlement Class Members” or **“Settlement Class”** includes all individuals to whom Defendant sent notice of the Data Security Incident, which is the subject of the instant litigation. The Settlement Class specifically excludes all Settlement Class Members who timely and validly request exclusion from and opt-out of the Settlement Class; the Judge(s) or Magistrate Judge(s) to whom the Action is assigned, and any member of those Judges’ staffs or immediate family members; and any members or employees of defense counsel.

KK. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the commencement of the Notice Program, as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Settlement Agreement, the Detailed Notice, the order preliminarily approving this Settlement, the Claim Form, the operative Complaint filed in the Action and such other documents as Class Counsel and Defendants agree to post or that the Court orders posted on the website. The URL of the Settlement Website shall be agreed upon by Class Counsel and Defendant. Settlement Class Members shall also be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least five (5) Business Days after the last payment or credit under this Settlement is made or the Settlement is terminated.

LL. “Settling Parties” means, collectively, Defendant USA Waste-Management Resources, LLC and Plaintiffs, individually and on behalf of the Settlement Class.

III. SETTLEMENT TERMS

A. **Cash Payment for Ordinary Expenses, Extraordinary Expenses and Time Spent for Settlement Class Members Who Timely Submit Claims.**

1. Settlement Class Members who suffered Ordinary Expenses reasonably traceable to the Data Security Incident, and who timely submit a Claim supported by reasonable documentation for their Claim that is acceptable to the Settlement Administrator, will be eligible for a payment of the accepted amount of documented expense up to seven hundred and fifty dollars (\$750.00), but not more than the eligible expense, provided that the Settlement Class Member attests that he or she made reasonable efforts to avoid or seek reimbursement for the expenses, including but not limited to, exhaustion of then-existing credit monitoring and identity theft insurance.

2. Settlement Class Members who suffered identity theft reasonably traceable to the Data Security Incident, and timely submit a Claim supported by reasonable documentation that is acceptable to the Settlement Administrator, will be eligible for a payment of Extraordinary Expenses of up to three thousand dollars (\$3,000.00), but not more than the accepted documented expense, provided the expense is not already covered by one or more of the other settlement benefits set forth herein and that the Settlement Class Member attests that he or she made reasonable efforts to avoid or seek reimbursement for the expenses, including but not limited to, exhaustion of then-existing credit monitoring and identity theft insurance.

3. Documentation supporting Ordinary Expenses and Extraordinary Expenses may include receipts or other documentation that documents the expenses and/or losses incurred. "Self-prepared" documents are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation. Ordinary Expenses and Extraordinary Expenses that are compensable under this Settlement Agreement are those that are reasonable and customarily incurred when responding to a data security incident or the type of fraud or identity theft suffered by the Settlement Class Member from the Data Security Incident.

4. All Settlement Class Members, including those who file Claims for Ordinary Expenses and/or Extraordinary Expenses, may file a Claim for up to three (3) hours of time spent remedying or preventing identity theft or other fraud, misuse of their PII attributable to the Data Security Incident and/or dealing with the Notice of the Data Security Incident, at twenty dollars (\$20.00) per hour by providing a brief description of (1) the action taken in response to the Data Security Incident; (2) the time associated with each action ("Time Spent"); and (3) an attestation that the time was spent responding to or addressing issues relating to the Data Security Incident. Claims for time spent are included within the \$750.00 maximum for Ordinary Expenses.

5. Settlement Class Members who submit a Claim for Ordinary Expenses and/or Extraordinary Expenses and/or Time Spent must designate the method for payment of their claim on the Claim Form, which will include the receipt of payment via check by mail, or via PayPal, Zelle, Venmo, or such other electronic payment platform deemed efficient and appropriate by the Settlement Administrator. Claim Forms failing to clearly make a single designation will receive a check by mail to the last known address on file with the Settlement Administrator. In the event an electronic payment platform returns a payment to the Settlement Administrator, no later than fourteen (14) days after being notified of the return of such payment, the Settlement Administrator will mail a check to the Settlement Class Member's last known address on file with the Settlement Administrator.

B. Identity Theft Protection and Credit Monitoring Package. All Settlement Class Members are automatically entitled to two (2) years of the Identity Theft Protection and Credit Monitoring Package whether or not they also file a Claim Form for other benefits under the settlement. Settlement Class Members who wish to enroll in the Identity Theft Protection and Credit Monitoring Package shall complete a Settlement Credit Monitoring and Identity Restoration Enrollment Election Form in a format substantially similar to Exhibit 4 attached hereto.

C. Adjudication of Claims. The Settlement Administrator shall verify that each person who timely submits a Claim is a Settlement Class Member and shall determine whether and to what extent the Claim reflects valid Ordinary Expenses and/or Extraordinary Expenses that are reasonably traceable to the Data Security Incident, including any Claim for Time Spent. The Settlement Administrator shall determine whether a Settlement Class Member's supporting materials are sufficient to support a Claim and the amount of such a Claim and shall use reasonable procedures to screen Claims for abuse, fraud, duplication, reimbursability through other means, or ineligibility.

1. To the extent the Settlement Administrator determines a Claim Form, along with supporting materials, is materially deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations.

2. Defendant may object to any Claim, with notice to Plaintiffs' counsel, and provide proof to the Settlement Administrator that the claimant's representations are not accurate and/or the Claim is not entitled to compensation under the terms of the Settlement Agreement. Plaintiffs' counsel shall be provided the opportunity to address the objection.

3. Ordinary Expenses, Extraordinary Expenses and Time Spent shall be deemed reasonably traceable to the Data Security Incident if the expenses (i) occurred after the Data Security Incident, (ii) involved or related to the type of Personal Identifying Information inadvertently disclosed in the Data Security Incident, and (iii) the Settlement Administrator determines that it is more likely than not reasonably traceable to the Data Security Incident.

4. No decisions by the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by WM as to any matter of fact, law, or evidence having any collateral effect on any Claim hereunder or in any other proceeding or before any other forum or authority. Further, such decisions shall not be submitted to or

admissible in any other proceeding or before any other forum or authority.

5. If a Settlement Class Member or WM disputes a Claim determination related to Ordinary Expenses, Extraordinary Expenses and/or Time Spent in writing and requests an appeal, the Parties will meet and confer on the appeal. If the Parties are unable to reach an agreement, the dispute will be submitted to Bruce Friedman of JAMS Resolution Center or a neutral at JAMS with prior experience as a claims referee, who will serve as the claims referee. WM will be responsible for the claims referee's fee.

6. Either party shall have the right to audit Claim Forms for completeness and validity. If either party questions the completeness of the Claim submission or the validity or denial of a Claim, the process set forth in the immediately preceding paragraph will be followed.

D. Payment of Claims. The Settlement Administrator shall establish an account for payment of Claims (the "Settlement Administration Account"). As soon as practicable, the Settlement Administrator shall make final determinations on all Claims submitted and provide notice to the Parties (the "Claims Determination Notice"), including an accounting of all Claims to be paid and instructions to WM to fund the Settlement Administration Account. WM shall then cause funds to be deposited into the Settlement Administration Account for the payment of Claims within forty-five (45) days of receiving the Claims Determination Notice or within fifteen (15) Business Days of the Effective Date, whichever is later. Upon WM's funding of the Settlement Administration Account, the Settlement Administrator shall promptly make payment to Settlement Class Members with valid Claims for Ordinary Expenses, Extraordinary Expenses and/or Time Spent.

E. Costs of Settlement and Claims Administration. The cost of the Settlement Administrator, Notice Program, Plaintiffs' Counsel's Fees and Expenses, and Plaintiffs' Service Awards shall be paid separately and exclusively by WM and shall not in any way reduce the benefits made available to Settlement Class Members.

F. Service Awards to Plaintiffs. Subject to Court approval, Plaintiffs will request a Service Award of two thousand five hundred dollars (\$2,500.00) for Lead Plaintiff Gabriel Fierro and Service Awards of five hundred dollars (\$500.00) each for Plaintiffs Janie Marcaurel, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck in recognition of the time, efforts, and risks taken by Plaintiffs in commencing the Action and related actions, both financial and otherwise. WM will not oppose this request for Service Awards to Plaintiffs. The Service Awards shall be in addition to the other benefits provided by the Settlement to Settlement Class Members and shall be paid separately by WM and will not reduce settlement benefits to Settlement Class Members.

G. Payment of Plaintiffs' Counsels' Fees and Expenses. Subject to Court approval,

Plaintiffs will request reasonable attorneys' fees and reimbursement of litigation costs in an amount not to exceed four hundred forty thousand dollars (\$440,000.00). WM will not oppose Plaintiffs' request for reasonable attorneys' fees and litigation costs in this amount. WM will pay any attorneys' fees and costs awarded by the Court up to a maximum of four hundred forty thousand dollars (\$440,000.00) to Plaintiffs' Counsel separately from the relief being made available under the Settlement to Settlement Class Members including any monetary and injunctive relief.

Within thirty (30) days after the later of (a) the Effective Date or (b) receipt by WM of (i) Plaintiffs' Counsel and each Plaintiff's completed W-9 forms and (ii) confirmation of payment instructions through an independent channel, which shall be requested reasonably promptly upon receipt of the payment instructions, WM shall make the payment of Plaintiffs' Counsel's Fees and Expenses and Plaintiffs' Service Awards through a wired deposit by WM into the IOLTA account(s) to be designated by Class Counsel. After Plaintiffs' Counsel's Fees and Expenses and the Service Awards have been deposited into this account, Plaintiffs' Counsel shall be responsible for distributing the Service Awards to Plaintiffs, and allocating any award of attorneys' fees and costs prior to distribution. WM shall have no responsibility for distribution of attorneys' fees or costs among participating firms.

H. Remedial Measures. WM, in consideration of the Data Security Incident and Plaintiffs' allegations in this Action, agrees to adopt, implement, and/or continue certain business practices for a period of at least five (5) years following the Effective Date. These business practices include the following:

1. Continue utilizing third-party tool to conduct vulnerability assessments of Defendant's computer systems at least quarterly.
2. Continue utilizing third-party security endpoint monitoring services.
3. Engage a third-party to conduct a cybersecurity penetration test annually.
4. Continue to deploy network segmentation and access controls.
5. Update retention policies to retain former employees' PII no longer than required by state and federal law.
6. Continue use of multifactor authentication ("MFA") for email accounts and virtual private network access, and portal logins.
7. Continue to conduct PII security training for all human resources staff annually.
8. Continue to maintain Information Classification and Handling Policy and Records and Information Management Policy.
9. Maintain policy to encrypt employee and third-party sensitive PII in transit and at rest.

10. For a period of two (2) years following the Effective Date, Defendant shall retain copies of any third-party security assessment reports.

IV. PRELIMINARY APPROVAL

A. Promptly upon execution of this Settlement Agreement, Class Counsel will file a motion with the District Court for an order granting preliminary approval of this Settlement (the “Preliminary Approval Order”), substantially in the form of Exhibit 1, and will request an indicative ruling regarding approval of this Settlement. The motion for preliminary approval shall request that the Court: (1) preliminarily approve the terms of the Settlement as fair, adequate, and reasonable; (2) provisionally certify the Settlement Class pursuant to Federal Rule of Civil Procedure 23 for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notice; (4) designate Plaintiffs Janie Marcaurel, Gabriel Fierro, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck as Class Representatives; (5) approve the retention of the Settlement Administrator; (6) approve the procedures set forth in Sections VII and VIII for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; and (7) schedule a Final Approval Hearing for a time and date convenient for the Court, but no earlier than 90 days after the CAFA notices are mailed to ensure compliance with 28 U.S.C. § 1715, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith and should be finally approved, and determine whether to approve Plaintiffs’ Counsel’s application for attorneys’ fees, costs, and expenses and the Service Awards to Plaintiffs.

B. If the District Court issues the requested indicative ruling in favor of this Settlement, the Parties will jointly notify the United States Court of Appeals for the Second Circuit (the “Second Circuit”) and request a limited remand to the District Court under Federal Rule of Appellate Procedure 12.1(b) for the purpose of further approval proceedings. If the District Court denies the request for an indicative ruling, the Appeal of this Action shall be reinstated, and this Settlement shall be moot.

C. Upon remand of this Action from the Second Circuit to the District Court, Class Counsel shall file a letter with the District Court notifying it that the Second Circuit has remanded so that the District Court may decide the motion for preliminary approval.

V. SETTLEMENT ADMINISTRATION

A. Engagement of Settlement Administrator. Promptly upon entry of the Preliminary Approval Order (if not sooner), the Parties shall engage Epiq Systems, Inc. as the Settlement Administrator.

B. Duties of Settlement Administrator. In addition to other duties as set forth in this Settlement Agreement, the Settlement Administrator shall be solely responsible for the following:

1. No later than ten (10) calendar days after the filing of this Settlement Agreement with the Court, the Settlement Administrator, on Defendant's behalf, shall serve or cause to be served notice of the proposed Settlement upon the appropriate federal and state officials, as provided by the Class Action Fairness Act, 28 U.S.C. §1715, *et seq.* ("CAFA").
2. Obtaining from WM the names and physical addresses of Settlement Class Members for the purpose of sending Postcard Notice to Settlement Class Members.
3. Preparing, printing, and disseminating the Class Notice per the Notice Program to Settlement Class Members.
4. From the Class Notice Date, and thereafter until at least five (5) Business Days after the last payment under this Settlement is made or the Settlement is terminated, establishing and maintaining (i) the Settlement Website; and (ii) a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, with the option to leave a message and request a call back with such calls being returned within twenty-four (24) hours, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries.
5. Keeping track of and processing all Requests for Exclusion, Claim Forms, objections, and all other communications to and from Settlement Class Members, including maintaining the original mailing envelope in which each was mailed.
6. Establishing and maintaining a post office box for mailed written Requests for Exclusion, objections, or Claim Forms from Settlement Class Members and responding to any mailed Settlement Class Member inquiries.
7. Maintaining adequate records of its activities, including the dates of each mailing of Class Notices, returned mail and other communications, and attempted written or electronic communications with Settlement Class Members.
8. Promptly furnishing to counsel for the Parties (i) copies of any Requests for Exclusion from Settlement Class Members; (ii) copies of objections by Settlement Class Members; and (iii) all other written or electronic communications received from Settlement Class Members.
9. Determining whether Requests for Exclusion comply with the terms of this Settlement Agreement and are timely, valid, and effective to exclude the submitting Settlement Class Member from the Settlement Class.
10. Determining whether Claim Forms comply with the terms of this Settlement

Agreement and are timely and valid.

11. Implementing reasonable safeguards against fraudulent Claims. WM and Class Counsel shall have the right to monitor the claims process and its administration.
12. Promptly preparing and distributing any revocation of a Request for Exclusion to the submitting Settlement Class Member. Revocations shall set forth the reasons for revocation, including the reason(s) the Request for Exclusion fails to comply with the terms of this Settlement Agreement.
13. Promptly preparing and distributing any revocation of a Claim Form to the submitting Settlement Class Member. Revocations shall set forth the reasons for revocation, including the reason(s) the Claim Form fails to comply with the terms of this Settlement Agreement.
14. Providing weekly reports to Class Counsel and Defendant's Counsel and, no later than ten (10) Business Days before the Final Approval Hearing, a written report concerning all Requests for Exclusion, all Claim Forms, all revocations of Requests for Exclusion and Claim Forms, all objections, and all other pertinent information as requested by Class Counsel and/or Defendant's Counsel.
15. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class.
16. Processing and transmitting payment for Ordinary Expenses, Extraordinary Expenses and Time Spent to Settlement Class Members who submit valid Claims in accordance with Sections III.A and III.C.
17. Processing and transmitting enrollments in the Identity Theft Protection and Credit Monitoring Package to Equifax.
18. Performing any function related to Settlement administration at the agreed-upon instruction of both Class Counsel and WM, including, but not limited to, verifying that cash payments have been distributed in accordance with Section III.D.
19. Confirming in writing its completion of the administration of the Settlement.

C. Costs of Settlement Administration. All expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Notice Program, Settlement Website, toll-free number, distributing and administering the benefits of the Settlement Agreement, the Settlement Administrator's reasonable fees, as well as Plaintiffs' Counsel's Fees and Expenses

and Plaintiffs' Service Awards shall be paid separately by WM, subject to approval of the Court, and shall not in any way reduce the other benefits afforded to Settlement Class Members under the Settlement.

VI. NOTICE TO SETTLEMENT CLASS MEMBERS

A. Upon entry of the Preliminary Approval Order, the Settlement Administrator will implement the Notice Program provided herein, using forms substantially in the nature of the forms of Notice approved by the Court in the Preliminary Approval Order. The Notice will include, among other information: a description of the material terms of the Settlement; a date by which Settlement Class Members may object to or request exclusion from the Settlement; the date upon which the Final Approval Hearing will occur; and the address of the Settlement Website at which Settlement Class Members may file claims and access this Settlement Agreement and other related documents and information.

B. The Notice Program has two components: (1) Detailed Notice on the Settlement Website, and (2) Postcard Notice for those individuals for whom a physical address can be identified with reasonable effort as described herein.

C. The Settlement Administrator shall mail a copy of the Postcard Notice via United States Postal Services ("USPS") first class mail to all Settlement Class Members for whom WM can ascertain a mailing address from its records with reasonable effort. For Settlement Class Members for whom WM is not able to ascertain a mailing address from its records with reasonable effort, the Settlement Administrator shall use reasonable efforts to identify a mailing address and mail a copy of the Postcard Notice to such address. For any Postcard Notices that are returned undeliverable, the Settlement Administrator shall use reasonable efforts to identify updated mailing addresses and resend the Postcard Notice to the extent updated addresses are identified. The Settlement Administrator need make only one attempt to resend any Postcard Notices that are returned as undeliverable.

D. The Settlement Administrator shall post the Detailed Notice on the Settlement Website in the form agreed to by the Parties and approved by the Court. The Detailed Notice shall be posted on the Settlement Website by the Class Notice Date.

E. WM agrees to pay all costs associated with the Notice Program, including notice required by the Class Action Fairness Act, notice of the Settlement to the Settlement Class Members, and settlement administration costs, including payment of the Settlement Administrator.

VII. REQUESTS FOR EXCLUSION BY SETTLEMENT CLASS MEMBERS

A. Settlement Class Members may make a Request for Exclusion by mailing such request in writing to the Settlement Administrator at the address set forth in the Class Notice. Any Request for Exclusion must be postmarked no later than forty-five (45) days after the Class Notice Date or such other date specified in the Court's Preliminary Approval Order. The Request for

Exclusion shall (i) state the Settlement Class Member's full name and current address, (ii) be personally signed, and (iii) specifically state his or her desire to be excluded from the Settlement and from the Class. Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Settlement Class Member being bound by the terms of the Settlement.

B. Any Settlement Class Member who submits a timely Request for Exclusion may not make any objections to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement. Only one individual may be excluded from the Settlement Class per each written notification or exclusion form. No group opt-outs from the Settlement Class shall be permitted.

C. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a weekly report informing them of any Requests for Exclusion received by the Settlement Administrator during each week following the Class Notice Date. The Settlement Administrator must prepare a declaration attaching a list identifying those Settlement Class Members from whom it received timely and valid Requests for Exclusion and provide the declaration to Defendant's Counsel and Class Counsel no later than seven (7) days after the Request for Exclusion Deadline so that it can be filed with the Court along with a motion for final approval of the Settlement.

D. WM reserves all rights, defenses, and arguments of any kind with regard to any claims that may be brought by any Settlement Class Member who is excluded from the Settlement Class.

E. Should five percent (5%) or more of the Settlement Class Members elect to opt-out of the Settlement, WM will have five (5) business days after receipt of written notice from the Settlement Administrator regarding such exclusions to terminate this Settlement Agreement.

VIII. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

A. Any Settlement Class Member may make an objection to the proposed Settlement by electronically filing via the Court's ECF System, or delivering to the Clerk of the Court by mail, express mail, or personal delivery, a written notice of objection. To be considered timely, the objection must be received by the Clerk of the Court (not just postmarked or sent) on or before the Objection Deadline, *i.e.*, forty-five (45) days from the Class Notice Date or such date as otherwise ordered by the Court. If the notice of objection is not electronically filed via the Court's ECF System, copies must also be served by mail upon Defendant's Counsel and at least one of the Class Counsel, to be designated in the Notice. Any Settlement Class Member who has submitted a Request for Exclusion may not file any objections or speak at the Final Approval Hearing.

B. To be valid, an objection must set forth all of the following information in writing: (i) the objector's full name, current address, current telephone number, and personal signature; (ii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Class Notice he or she received; (iii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; (iv) copies of any documents that the objector wishes to submit in support of his/her position; (v) whether the objecting Settlement Class Member

intends to appear at the Final Approval Hearing; (vi) whether the objecting Settlement Class Member is represented by counsel and if so, the name, address, and telephone number of his/her counsel; and (vii) all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement, including the case name, court, and docket number for each.

C. Any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court. By this provision, the Parties are not waiving and are expressly preserving their right to contest any appearance by an objector on any grounds or assert any and all other potential defenses and privileges to any such appearance.

D. The agreed-upon procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Settlement Class Members. The Preliminary Approval Order and Class Notice will require all Settlement Class Members who have any objections to file the objections with the Court and serve copies of the notice of objection upon Defendant's Counsel and at least one of the Class Counsel, to be designated in the Notice, by no later than the Objection Deadline.

IX. FINAL APPROVAL

A. Promptly following the Claims Deadline, Class Counsel will file a motion with the District Court for an order granting final approval of this Settlement (the "Final Approval Order") substantially in the form of Exhibit 5, along with a declaration executed by the Settlement Administrator attaching a list identifying those individuals who validly and timely requested exclusion from the Settlement. Class Counsel will separately file a motion for Service Awards and an award of Plaintiffs' Counsel's Fees and Expenses.

B. Within five (5) days after entry of the Final Approval Order, the Parties shall jointly file a signed dismissal agreement dismissing the Appeal with prejudice.

X. RELEASE OF CLAIMS

A. As of the Effective Date, the Releasing Parties, each on behalf of themselves and on behalf of their respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged the Released Parties of and from any and all claims and causes of action that were or could have been asserted in the Action based on, relating to, concerning or arising out of the Data Security Incident, or the allegations, facts, or circumstances related to the Data Security Incident as alleged in the Action, regardless of whether such claims arise under federal, state, and/or local law. Released Claims shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

B. Waiver of California Civil Code Section 1542.

1. The Releasing Parties hereby expressly waive and relinquish as to the Released Claims all rights and benefits afforded by California Civil Code section 1542 to the extent California Civil Code section 1542 is applicable and do so understanding and acknowledging the significance and consequences of such specific waiver of California Civil Code section 1542.
2. California Civil Code section 1542 provides as follows (emphasis added):

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**.

Notwithstanding the provisions of section 1542, the Releasing Parties expressly acknowledge and agree that the release set forth in Paragraph A, of Section X, is intended to include and does include in its effect, without limitation, all such claims that the Releasing parties do not know or suspect to exist at the time of the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of those claims.

C. As of the Effective Date, WM and Released Parties shall automatically be deemed to 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 on or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action, or the Released Claims, except for enforcement of the Settlement Agreement.

D. This Settlement Agreement does not affect the rights of Settlement Class Members who submit a timely and valid Request for Exclusion from the Settlement Agreement.

E. Upon issuance of the Final Approval Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members and Releasing Parties, except those who have opted out in accordance with the terms and provisions hereof; (ii) WM and Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Members or Releasing Parties for reasons related to the Action except as set forth herein; and (iii) Settlement Class Members and Releasing Parties shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against WM and/or the Released Parties.

XI. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Class Counsel represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed

and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid, and binding obligation.

B. WM, through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by WM of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of WM. This Settlement Agreement has been duly and validly executed and delivered by WM and constitutes its legal, valid, and binding obligation.

XII. MISCELLANEOUS PROVISIONS

A. This Settlement Agreement is not to be used in evidence (except in connection with obtaining approval of this Settlement Agreement and enforcing its terms) and shall not at any time be construed or deemed to be any admission or concession by WM with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. WM specifically denies liability and denies all allegations made in connection with the Action. Neither this Settlement Agreement nor any class certification pursuant to it shall constitute, in this or in any other proceeding, an admission by WM, or evidence or a finding of any kind, that any requirement for class certification is satisfied with respect to the Action, or any other litigation, except for the limited purpose of settlement pursuant to this Settlement Agreement.

B. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Final Approval Order is not entered, or the Final Approval Order is subsequently reversed on appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Action, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into. In the event that the Final Approval Order is not entered, or the Final Approval Order is subsequently reversed on appeal, certification of a class shall be vacated and WM may dispute in any further proceeding whether class certification is appropriate for any purpose other than this Settlement Agreement.

C. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

D. Capitalized words, terms, and phrases are used as defined in Section II, above.

E. This Settlement Agreement may not be modified or amended except in writing and signed by all Parties.

F. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

G. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his, her, or its own costs of the Action.

H. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in any of the Settlement papers.

I. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the release. The Parties will ask the Court to expressly retain jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Settlement Class Members from prosecuting claims that are released pursuant to the Settlement Agreement as provided herein, and allowing for discovery related to objectors, if any.

J. The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

K. This Settlement Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the Settlement of the Action.

L. The Parties agree that any disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved, shall be submitted to the Court for resolution.

M. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Court, the day of the act, or default, from which the designated period of

time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, and to modify or supplement any notice contemplated hereunder.

N. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any provision of this Settlement Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

O. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

Gayle M. Blatt

CASEY GERRY SCHENK FRANCAVILLA BLATT & PENFIELD, LLP

110 Laurel Street

San Diego, CA 92101

gmb@cglaw.com

For Defendants:

Michelle A. Reed

Elizabeth D. Scott

AKIN GUMP STRAUSS HAUER & FELD LLP

2300 N. Field Street, Suite 1800

Dallas, TX 75201-2481

mreed@akingump.com

edscott@akingump.com

IN WITNESS WHEREOF, Plaintiffs and Defendant, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

CLASS COUNSEL

Dated: August 17, 2023

By: Gayle M. Blatt
Gayle M. Blatt
Casey Gerry Schenk Francavilla Blatt & Penfield, LLP

Dated: August 17, 2023

By: Rachele R. Byrd
Rachele R. Byrd
Wolf Haldenstein Adler Freeman & Herz LLP

Dated: _____

By: _____
Terence R. Coates
Markovits, Stock & Demarco, LLC

Dated: _____

By: _____
M. Anderson Berry
Clayo C. Arnold, A Professional Law Corp.

Dated: _____

By: _____
Lori G. Feldman
George Gesten McDonald PLLC

Dated: _____

By: _____
Jeffrey S. Goldenberg
Goldenberg Schneider, LPA

Dated: _____

By: _____
Joseph M. Lyon
The Lyon Firm, LLC

DEFENDANT'S COUNSEL


Dated: _____

By: _____
Michelle A. Reed
Akin Gump Strauss Hauer & Feld LLP

IN WITNESS WHEREOF, Plaintiffs and Defendant, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

CLASS COUNSEL

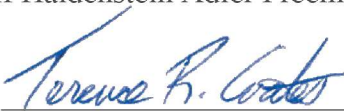
Dated: August 17, 2023

By: 
Gayle M. Blatt
Casey Gerry Schenk Francavilla Blatt & Penfield, LLP


Dated: _____

By: _____
Rachele R. Byrd
Wolf Haldenstein Adler Freeman & Herz LLP

Dated: 8/18/2023

By: 
Terence R. Coates
Markovits, Stock & Demarco, LLC

Dated: 08/17/2023

By: 
M. Anderson Berry
Clayo C. Arnold, A Professional Law Corp.

Dated: _____

By: _____
Lori G. Feldman
George Gesten McDonald PLLC

Dated: _____

By: _____
Jeffrey S. Goldenberg
Goldenberg Schneider, LPA

Dated: _____

By: _____
Joseph M. Lyon
The Lyon Firm, LLC

DEFENDANT'S COUNSEL

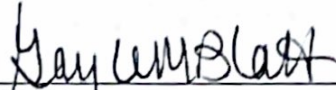
Dated: _____

By: _____
Michelle A. Reed
Akin Gump Strauss Hauer & Feld LLP

IN WITNESS WHEREOF, Plaintiffs and Defendant, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

CLASS COUNSEL

Dated: August 17, 2023

By: 
Gayle M. Blatt
Casey Gerry Schenk Francavilla Blatt & Penfield, LLP

Dated: _____

By: _____
Rachele R. Byrd
Wolf Haldenstein Adler Freeman & Herz LLP

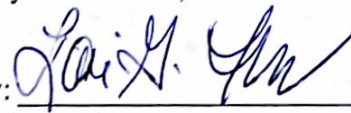
Dated: _____

By: _____
Terence R. Coates
Markovits, Stock & Demarco, LLC

Dated: _____

By: _____
M. Anderson Berry
Clayo C. Arnold, A Professional Law Corp.

Dated: August 17, 2023

By: 
Lori G. Feldman
George Gesten McDonald PLLC

Dated: _____

By: _____
Jeffrey S. Goldenberg
Goldenberg Schneider, LPA

Dated: _____

By: _____
Joseph M. Lyon
The Lyon Firm, LLC

DEFENDANT'S COUNSEL

Dated: _____

By: _____
Michelle A. Reed
Akin Gump Strauss Hauer & Feld LLP

IN WITNESS WHEREOF, Plaintiffs and Defendant, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

CLASS COUNSEL

Dated: August 17, 2023

By: Gayle M. Blatt
Gayle M. Blatt
Casey Gerry Schenk Francavilla Blatt & Penfield, LLP

Dated: _____

By: _____
Rachele R. Byrd
Wolf Haldenstein Adler Freeman & Herz LLP

Dated: _____

By: _____
Terence R. Coates
Markovits, Stock & Demarco, LLC

Dated: _____

By: _____
M. Anderson Berry
Clayo C. Arnold, A Professional Law Corp.

Dated: _____

By: _____
Lori G. Feldman
George Gesten McDonald PLLC

Dated: August 18, 2023

By: [Signature]
Jeffrey S. Goldenberg
Goldenberg Schneider, LPA

Dated: _____

By: _____
Joseph M. Lyon
The Lyon Firm, LLC

DEFENDANT'S COUNSEL

Dated: _____

By: _____
Michelle A. Reed
Akin Gump Strauss Hauer & Feld LLP

IN WITNESS WHEREOF, Plaintiffs and Defendant, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

CLASS COUNSEL

Dated: August 17, 2023 By: Gayle M. Blatt
Gayle M. Blatt
Casey Gerry Schenk Francavilla Blatt & Penfield, LLP

Dated: _____ By: _____
Rachele R. Byrd
Wolf Haldenstein Adler Freeman & Herz LLP

Dated: _____ By: _____
Terence R. Coates
Markovits, Stock & Demarco, LLC

Dated: _____ By: _____
M. Anderson Berry
Clayo C. Arnold, A Professional Law Corp.

Dated: _____ By: _____
Lori G. Feldman
George Gesten McDonald PLLC

Dated: _____ By: _____
Jeffrey S. Goldenberg
Goldenberg Schneider, LPA

Dated: 8/18/2023 By: Joseph M. Lyon
Joseph M. Lyon
The Lyon Firm, LLC

DEFENDANT'S COUNSEL

Dated: _____ By: _____
Michelle A. Reed
Akin Gump Strauss Hauer & Feld LLP

IN WITNESS WHEREOF, Plaintiffs and Defendant, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

CLASS COUNSEL

Dated: _____

By: _____

Gayle M. Blatt
Casey Gerry Schenk Francavilla Blatt & Penfield, LLP

Dated: _____

By: _____

Rachele R. Byrd
Wolf Haldenstein Adler Freeman & Herz LLP

Dated: _____

By: _____

Terence R. Coates
Markovits, Stock & Demarco, LLC

Dated: _____

By: _____

M. Anderson Berry
Clayco C. Arnold, A Professional Law Corp.

Dated: _____

By: _____

Lori G. Feldman
George Gesten McDonald PLLC

Dated: _____

By: _____

Jeffrey S. Goldenberg
Goldenberg Schneider, LPA

Dated: _____

By: _____

Joseph M. Lyon
The Lyon Firm, LLC

DEFENDANT'S COUNSEL

Dated: August 21, 2023

By:  _____

Michelle A. Reed
Akin Gump Strauss Hauer & Feld LLP