

# EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

WILLIAM RIGGS,

Plaintiff,

v.

KROTO, INC., D/B/A ICANVAS,

Defendant.

Case No. 1:20-cv-5822

Hon. Thomas M. Durkin

**CLASS SETTLEMENT AGREEMENT AND RELEASE**

This Class Settlement Agreement and Release (“Class Settlement Agreement”), dated June 1, 2021, is made and entered into by and among the following Settling Parties: (1) Plaintiff William Riggs (“Plaintiff”), individually and on behalf of the Settlement Class; and (2) Defendant Kroto, Inc. d/b/a iCanvas (“iCanvas”), by and through their respective counsel. This Class Settlement Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, release, and settle all of Plaintiff’s Released Claims, upon and subject to the terms and conditions thereof.

**I. THE LITIGATION**

On or around June 26, 2020, iCanvas mailed potentially impacted customers a notice informing them that between May 10, 2020 and May 28, 2020, an unauthorized script was placed on the checkout page of the iCanvas website, [www.icanvas.com](http://www.icanvas.com), that may have captured customers’ names, addresses, phone numbers, email addresses, payment card numbers, payment card security codes, and payment card months/years of expiration. The notice offered recipients online credit monitoring services through one of the three nationwide credit reporting companies for 12 months at no charge.

After receiving notice from iCanvas on or around June 26, 2020, Plaintiff filed a class

action complaint in the United States District Court for the Northern District of California entitled *William Riggs v. Kroto, Inc. d/b/a iCanvas*, Case No. 3:20-cv-0475, on July 14, 2020. On September 22, 2020, the Parties filed a stipulation to transfer the case to the United States District Court for the Northern District of Illinois. The case was subsequently transferred and assigned to Judge Thomas M. Durkin. On October 5, 2020, Plaintiff filed the operative First Amended Class Action Complaint (“FAC”) asserting claims against iCanvas for: (1) negligence; (2) declaratory judgment; (3) violation of the Florida Deceptive and Unfair Trade Practices Act; and (4) unjust enrichment (the “Litigation”).

On January 7, 2021, in an attempt to resolve this matter before incurring significant litigation costs, the Parties participated in a full-day mediation with Bruce A. Friedman, Esq. of JAMS via Zoom videoconference. The Parties were able to negotiate a settlement in principle at mediation.

Pursuant to the terms agreed to and set out below, this Class Settlement Agreement resolves all actions, proceedings, and claims against iCanvas that are asserted in, arise from, or relate to Plaintiff’s FAC or any other actions by and on behalf of individuals or putative classes of consumers arising from the matters referenced in that FAC.

## **II. CLAIMS OF REPRESENTATIVE PLAINTIFF AND BENEFITS OF THE CLASS SETTLEMENT**

Plaintiff believes that the claims asserted in the Litigation, set forth in the FAC, have merit. Plaintiff, however, recognizes and acknowledges the expense and length of continued proceedings necessary to prosecute the Litigation against iCanvas, including through motion practice, trial, and potential appeals. Plaintiff has also considered the uncertain outcome and the risk of continued litigation, as well as the significant difficulties and potential delays inherent in such litigation. Plaintiff is also mindful of his burden of proof and possible defenses to the claims asserted in the

Litigation. Plaintiff believes this Class Settlement Agreement confers substantial benefits upon the Settlement Class, particularly when balanced against the risks of continued litigation. Plaintiff has determined that the settlement set forth in this Class Settlement Agreement is fair, reasonable and adequate, and in the best interests of the Settlement Class.

### **III. DENIAL OF WRONGDOING AND LIABILITY**

iCanvas denies each and all material allegations in the FAC, denies the claims alleged against it in the Litigation and denies any fault, wrongdoing or liability whatsoever arising out of or related to the Litigation, including the Data Incident (as defined in Paragraph 1.15 below). iCanvas denies that the resolution of the merits of the Litigation is suitable for class treatment, and further denies liability to Plaintiff or to others similarly situated, including all members of the Settlement Class (as defined in Paragraph 1.39 below). It is specifically agreed that the execution of this Class Settlement Agreement is not, and shall not be construed as, an admission of wrongdoing or liability by iCanvas, an admission that iCanvas violated any provision of any federal or state law, or an admission that iCanvas concedes that class treatment of the Litigation is appropriate for any purpose other than certification of a settlement class as set forth herein. By entering into this Class Settlement Agreement, Plaintiff and Class Counsel have not conceded nor agreed to the preceding assertions, disputes and defenses. Nonetheless, iCanvas has concluded that further defense of the Litigation could be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement. iCanvas has also considered the uncertainty and risks inherent in any litigation, and therefore determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement.

#### **IV. TERMS OF THE SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, individually and on behalf of the Settlement Class, by and through Settlement Class Counsel, and iCanvas and its counsel that, subject to the approval of the Court, 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 iCanvas and all Released Parties, upon and subject to the terms and conditions of this Class Settlement Agreement, as follows:

##### **1. DEFINITIONS**

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

**1.1** “Administrative Costs” means all costs and expenses associated with providing notice of the Class Settlement Agreement to the Settlement Class, Claims Administration, and otherwise administering and carrying out the terms of this Class Settlement Agreement.

**1.2** “Agreement” or “Class Settlement Agreement” means this Class Settlement Agreement and Release.

**1.3** “Approved Claims” means valid Settlement Claims approved by the Claims Administrator or found to be valid through the Dispute Resolution Process, as set forth below.

**1.4** “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the Court to Settlement Class Counsel to compensate Settlement Class Counsel fully and completely for their fees, costs, and expenses in connection with the Litigation.

**1.5** “Award” means the amount remitted by the Claims Administrator out of the Settlement Fund to Settlement Class Members, as provided in Paragraphs 2 and 7 of this Class Settlement Agreement.

**1.6** “Claims Administration” means the processing of Settlement Claims received from Settlement Class Members and the processing of payment of Approved Claims by the Claims Administrator.

**1.7** “Claims Administrator” means Angeion Group, LLC, or such other company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation, as may be jointly agreed upon by the Settling Parties and approved by the Court.

**1.8** “Claims Deadline” means the deadline by which Settlement Class Members must submit any valid Settlement Claims. The Claims Deadline shall be set by the Court in the Preliminary Approval Order. The Settling Parties propose a Claims Deadline that is 120 days after the entry of the Preliminary Approval Order.

**1.9** “Claim Form” means the claim form attached hereto as Exhibit A, or a claim form approved by the Court that is substantially similar to Exhibit A, that Settlement Class Members must submit to be eligible for relief under the terms of the Class Settlement Agreement.

**1.10** “Claims Period” means the time for Settlement Class Members to submit Settlement Claims, running from the date of entry of the Preliminary Approval Order through the Claims Deadline.

**1.11** “Claims Referee” means Bruce A. Friedman, Esq. of JAMS, or such other third party designated by agreement of the Settling Parties and approved by the Court to make final decisions about any Disputed Claims for settlement benefits.

**1.12** “Class Notice” means the notice of settlement that is contemplated by this Class Settlement Agreement, and which shall include the Long Notice and Summary Notice, substantially in the forms attached hereto as Exhibits B and C, respectively, as approved by the

Court.

**1.13** “Class Period” means the period commencing May 10, 2020 and continuing through May 28, 2020.

**1.14** “Consumers” shall mean individuals who purchased goods from the iCanvas website, namely [www.icanvas.com](http://www.icanvas.com).

**1.15** “Data Incident” means the data incident that iCanvas discovered and disclosed to potentially impacted Consumers on or around June 26, 2020, whereby unauthorized script was placed on the checkout page of the iCanvas website that may have captured Consumers’ names, addresses, phone numbers, email addresses, payment card numbers, payment card security codes, and payment card months/years of expiration.

**1.16** “Data Incident PI” means information that may have been exposed during the Data Incident, including names, addresses, phone numbers, email addresses, payment card numbers, payment card security codes, and payment card months/years of expiration.

**1.17** “Dispute Resolution Process” means the process for resolving disputed Settlement Claims as set forth in Paragraph 7 of this Class Settlement Agreement.

**1.18** “Effective Date” means the date by which all of the events and conditions specified in Paragraphs 1.19 and 10 below for the Final Approval Order and Final Judgment to become Final have occurred or have been met. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the Attorneys’ Fees and Expenses Award or the Service Award. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being the Attorneys’ Fees and Expenses Award and/or the Service Award.

**1.19** “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Class Settlement Agreement is approved in final form by the Court; (ii) the Court

has entered the Final Approval Order and Final Judgment; (iii) the Court has entered an order regarding the Attorneys' Fees and Expenses Award; (iv) the expiration of three (3) business days after the time to file a motion to alter or amend the Final Approval Order and Final Judgment under Federal Rule of Civil Procedure 59(3) has passed without any such motion having been filed; (v) the expiration of three (3) business days after the time in which to appeal the Final Approval Order and Final Judgment has passed without any appeal having been filed (which date shall be deemed to be thirty-three (33) days following the entry of the Final Approval Order and Final Judgment, unless the date to take such an appeal shall have been extended by Court order or otherwise, or unless the thirty-third (33rd) day falls on a weekend or a Court holiday, in which case the date for purposes of this Settlement shall be deemed to be the next business day after such thirty-third (33rd) day); and (vi) if such motion to alter or amend is filed, or if an appeal is taken, three business days after a determination of any such motion or appeal that permits the consummation of the Settlement. For purposes of this definition, the term, "appeal", includes all writ proceedings.

**1.20** "Final Approval Hearing" means the final hearing to be conducted by the Court in connection with the determination of the fairness, adequacy and reasonableness of this Class Settlement Agreement and the proposed settlement of the Litigation.

**1.21** "Final Approval Order" means the Court's Final Approval Order and Final Judgment, substantially in the forms attached hereto as Exhibits D and E, respectively, which, among other things, approve this Class Settlement Agreement and the settlement as fair, adequate, and reasonable, dismisses the Litigation with prejudice, and confirms the final certification of the Settlement Class.

**1.22** "iCanvas" means Defendant Kroto, Inc. d/b/a iCanvas.

**1.23** "Litigation" means *William Riggs v. Kroto, Inc. d/b/a iCanvas*, Case No. 1:20-cv-

5822 (N.D. Ill.).

**1.24** “Objection Deadline” means 75 days after the date of entry of the Preliminary Approval Order or such other date set by the Court in the Preliminary Approval Order.

**1.25** “Opt-Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion; (ii) who does not rescind that Request for Exclusion before the end of the Opt-Out Period; and (iii) as to which there is not a successful challenge to the Request for Exclusion.

**1.26** “Opt-Out Date” means the date by which Settlement Class Members must mail or submit through the settlement website their Request for Exclusion in order for that request to be excluded from the Settlement Class to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be 75 days after the date of entry of the Preliminary Approval Order or such other date set by the Court in the Preliminary Approval Order.

**1.27** “Opt-Out Deadline” means the last day of the Opt-Out Period.

**1.28** “Opt-Out Period” means the period commencing on the date of entry of the Preliminary Approval Order and ending on the Opt-Out Date, during which Settlement Class Members may submit a timely Request for Exclusion.

**1.29** “Out of Pocket Expenses” means only the following types of expenses that Settlement Class Members believe in good faith were incurred as a result of the Data Incident: (a) unreimbursed payment card fees or unreimbursed bank fees, including unreimbursed card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees, and unreimbursed fees relating to an account being frozen or otherwise unavailable due to the Data Incident; (b) cell, internet, or text

charges; (c) unreimbursed costs or charges for obtaining credit reports, credit freezes, or credit monitoring or identity theft protection services (up to two years of coverage); and (d) postage costs.

**1.30** “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, affiliates, attorneys, predecessors, successors, representatives, or assignees.

**1.31** “Personal Information” means the data elements belonging to Consumers set forth in the definition of “cardholder data” as defined by the PCI Security Standards Council (SSC).

**1.32** “Preliminary Approval Order” means the Court’s order granting, among other things, conditional certification of the Settlement Class, preliminary approval of this Class Settlement Agreement and the settlement, and approval of the form and method of Class Notice, substantially in the form attached as Exhibit F.

**1.33** “Released Claims” means any and all claims, whether known or unknown, including but not limited to, any claims, liability, rights, demands, suits, matters, obligations, damages, including consequential damages, losses or costs, liquidated damages, statutory damages, punitive damages, attorneys’ fees and costs, actions or causes of action of every kind and description, whether in law, in equity, for administrative relief, or otherwise, that the Settlement Class Members had, have, or may have against iCanvas and/or the Released Parties that result from, arise out of, are based upon, or relate to the Data Incident, that were or could have been alleged in the Litigation, based upon the facts alleged in the FAC including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies

relating to, based upon, resulting from, or arising out of (1) the alleged theft, exposure, or disclosure of Settlement Class Members' Personal Information; (2) the maintenance and storage of Settlement Class Members' Data Incident PI; (3) the iCanvas' information security policies and practices; and (4) iCanvas' notice of the Data Incident to Settlement Class Members. "Released Claims" does not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the Class Settlement Agreement and shall not include any claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

**1.34** "Released Parties" means iCanvas and its past or present owners, parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as iCanvas' and these entities' respective predecessors, successors, directors, officers, shareholders, employees, servants, representatives, principals, agents, advisors, consultants, vendors, partners, contractors, attorneys, insurers, reinsurers, subrogees, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in the Litigation, other than any third-party Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

**1.35** "Representative Plaintiff" means Plaintiff William Riggs.

**1.36** "Request for Exclusion" means a fully completed and properly executed written request that is timely delivered to the Claims Administrator by a Settlement Class Member under Paragraph 5 of this Class Settlement Agreement and is postmarked or submitted through the settlement website on or before the end of the Opt-Out Period. For a Request for Exclusion to be properly completed and executed, subject to approval by the Court, it must: (a) state the Settlement

Class Member's full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature or the original signature of a person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian or person acting under a power of attorney; and (c) state unequivocally the Settlement Class Member's intent to be excluded from the settlement. If a Settlement Class Member's Request for Exclusion covers a payment card that includes co-signers or co-holders on the same payment card account, the Settlement Class Member's Request for Exclusion shall be deemed to be properly completed and executed as to that payment card only if all co-signers or co-holders elect to and validly opt-out in accordance with the provisions of this Paragraph. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

**1.37** "Security Event" shall mean any potential compromise to the confidentiality, security, or integrity of an iCanvas information asset that includes Personal Information.

**1.38** "Service Award" means such funds as may be awarded by the Court to the Representative Plaintiff for his service as Representative Plaintiff.

**1.39** "Settlement Class" means all individuals residing in the United States who were sent an Incident Notice in or about June 2020, concerning the Data Incident that occurred between May 10, 2020 and May 28, 2020 and any Person asserting a right to a Released Claim through that individual. Excluded from the Settlement Class is any judge presiding over this matter and any members of their first degree relatives, judicial staff, the officers and directors of iCanvas, Settlement Class Counsel and their first degree relatives, and persons who timely and validly request exclusion from the Settlement Class.

**1.40** “Settlement Class Counsel” means M. Anderson Berry of Clayco C. Arnold, A Professional Law Corporation and Carl Malmstrom of Wolf Haldenstein Adler Freeman & Herz LLC.

**1.41** “Settlement Class Member(s)” means a member(s) of the Settlement Class.

**1.42** “Settlement Costs” means all costs of the settlement including the costs of carrying out the Notice Program, as set forth in Paragraph 4, Claims Administration, payments made to the Claims Referee to resolve any Disputed Claims, any Attorneys’ Fees and Expenses Award, and any Service Award to Representative Plaintiff and all other expenses or costs related to the settlement including the costs of serving notices under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and Award payments to the Settlement Class Members.

**1.43** “Settlement Fund” means Three Hundred Eighty-Three Thousand and Six Hundred Dollars (\$383,600.00), which shall be the only amount paid by iCanvas and the sole and exclusive source of all Settlement Costs and Award payments to Settlement Class Members.

**1.44** “Settling Parties” means, collectively, iCanvas and Representative Plaintiff, individually and on behalf of the Settlement Class.

**1.45** “Unauthorized Charge Period” means the time from the beginning of the Class Period through the 180th day after the Class Period ends.

**1.46** “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including the Representative Plaintiff, does not know or suspect to exist in his or 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 to participate in this Class Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the

Representative Plaintiff expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order and Final Judgment shall have, released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil 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 which is similar, comparable, or equivalent to California Civil 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 Representative Plaintiff, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but the Representative Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Final Approval Order and Final Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims.

**1.47** All time periods described in terms of “days” shall be in calendar days unless otherwise expressly stated.

## **2. SETTLEMENT CONSIDERATION**

**2.1** In consideration for the release contained in this Class Settlement Agreement, and as a direct result of the Litigation, and without admitting liability for any of the alleged acts or omissions alleged in the Litigation, and in the interests of minimizing the costs inherent in any litigation, iCanvas will perform all the following:

**2.2** Within fifteen (15) days of the Effective Date, iCanvas will pay the Settlement Fund to the Claims Administrator, less the amount of reasonable expenses paid for Claims Administration before the Effective Date. Within ninety (90) days of the Effective Date iCanvas will provide the injunctive relief as described in Paragraph 2.7. iCanvas agrees to pay reasonable expenses for Claims Administration incurred by the Claims Administrator (such as those associated with Class Notice) before the Effective Date.

**2.3** Settlement Class Members who do not Opt-Out will automatically receive a Basic Award payment or may make a Settlement Claim for a Reimbursement Award payment. Settlement Class Members will receive only one Basic Award or Reimbursement Award payment regardless of the number of credit or debit cards used by the Settlement Class Member on the iCanvas website during the Data Incident. If more than one valid Reimbursement Award claim is submitted for a Settlement Class Member, the first valid claim filed will be processed and the remaining Reimbursement Award claims will be denied as duplicative.

**2.4** *Basic Award.* Every Settlement Class Member who does not (1) Opt-Out; or (2) submit an Approved Claim for a Reimbursement Award is eligible to receive a Basic Award, regardless of whether he or she experienced any fraudulent or unauthorized charges on his or her credit or debit card used to make a purchase or a declined purchase from iCanvas' website and regardless of whether he or she claims to have experienced any identity theft as a result of the Data Incident. The Claims Administrator will be responsible for distributing the Basic Awards *pro rata* after all Settlement Costs and Approved Claims for Reimbursement Awards have been deducted from the Settlement Fund.

**2.5** *Reimbursement Award.* A Settlement Class Member who: (i) during the Unauthorized Charge Period experienced one or more fraudulent or unauthorized charges on his

or her credit or debit card used to make a purchase from the iCanvas website during the Class Period, which charges were not canceled, denied or reimbursed; (ii) has made reasonable efforts to avoid, or seek reimbursement for, his or her losses, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and (iii) submits an Approved Claim for a Reimbursement Award, shall be eligible to receive a Reimbursement Award consisting of reimbursement of up to \$2,500.00 total for the following unreimbursed losses, if any, that Settlement Class Members believe in good faith were incurred as a result of the Data Incident: (a) unreimbursed unauthorized charges during the Unauthorized Charge Period on a debit or credit card used to make a purchase from the iCanvas website during the Class Period; (b) up to three hours of lost time spent dealing with the unreimbursed, unauthorized charges described in Paragraph 2.5(a) at a rate of \$20.00 per hour, but only if at least one full hour was spent, and only if the time can be documented with reasonable specificity by answering the questions on the Claim Form; and (c) reasonable Out of Pocket Expenses. The amounts to be paid for Reimbursement Awards are subject to adjustment as described in Paragraph 2.6 below. Any Settlement Class Member who submits a claim for a Reimbursement Award and that claim is not approved or the portion of the claim that is approved is less than the amount the Settlement Class Member would otherwise receive as a Basic Award will instead receive a Basic Award.

A Settlement Class Member seeking a Reimbursement Award under this Class Settlement Agreement must complete and submit a written Claim Form to the Claims Administrator, postmarked or submitted electronically in accordance with the requirements for electronic submission of a Claim Form attached hereto as Exhibit A, on or before the Claims Deadline. Failure to provide supporting documentation as set forth in this Paragraph or as requested on the Claim Form or by the Claims Administrator shall result in denial of a Reimbursement Award.

**2.6** In the event that the aggregate value of the valid and timely Reimbursement Award Settlement Claims exceeds \$10,000.00, then the Reimbursement Awards to be provided to each eligible Settlement Class Member who filed an Approved Claim for a Reimbursement Award will be reduced on a *pro rata* basis, such that the aggregate value of Reimbursement Awards to eligible Settlement Class Members does not exceed \$10,000.00. The Claims Administrator shall be responsible for calculating any *pro rata* reduction and distribution of the Reimbursement Awards.

**2.7** iCanvas shall, within ninety (90) days of the Effective Date of this Agreement, if it has not already done so, further develop, implement, and maintain a comprehensive information security program that is reasonably designed to protect the security, integrity, and confidentiality of Personal Information that iCanvas collects or obtains from Consumers (collectively, the “ISP”). The iCanvas ISP shall be written and shall contain administrative, technical, and physical safeguards appropriate to: (i) the size and complexity of iCanvas’ operations; (ii) the nature and scope of iCanvas’ activities; and (iii) the sensitivity of the Personal Information that iCanvas maintains. iCanvas may satisfy the requirement to implement and maintain the ISP through review, maintenance, and, as necessary, updating of an existing information security program or existing safeguards to ensure that the ISP is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Personal Information; and upgrading information safeguards as necessary to limit risks.

iCanvas agrees that it has or will implement and maintain the following as part of its ISP:

- (a) iCanvas shall employ an executive or officer with appropriate credentials, background, and expertise in information security who shall be responsible for overseeing the implementation and maintenance of the ISP;
- (b) iCanvas shall provide security awareness and privacy training to all iCanvas

personnel whose jobs involve access to the iCanvas network or responsibility for Personal Information appropriate to the personnel's job responsibilities and functions;

- (c) the iCanvas ISP shall be reasonably designed and implemented for the appropriate handling and investigation of Security Events involving Personal Information collected from Consumers;
- (d) iCanvas shall comply with Payment Card Industry Data Security Standards (PCI DSS) and must provide proof to Settlement Class Counsel within 90 days of the Effective Date, that its PCI annual assessment was completed;
- (e) iCanvas shall maintain an appropriate system to collect logs and monitor network activity to ensure that Security Events are reviewed and that appropriate follow-up and remediation are taken with respect to Security Events;
- (f) iCanvas shall, to the extent technically feasible, implement reasonable controls to manage the access of any device attempting to connect to the iCanvas environment through hardware or software tools such as firewalls, authentication credentials, or other such access-restricting mechanism;
- (g) iCanvas shall require two-factor authentication both for iCanvas' system administrator accounts and for remote access to the iCanvas network; and
- (h) iCanvas shall implement and maintain a risk-based penetration testing program reasonably designed to identify, assess, and remediate potential security vulnerabilities within iCanvas' environment. Such testing shall occur on at least an annual basis.

**3. PRELIMINARY SETTLEMENT APPROVAL AND FINAL APPROVAL**

**3.1** As soon as practicable after the execution of the Class Settlement Agreement, Settlement Class Counsel shall file a motion seeking entry of a Preliminary Approval Order. A proposed Preliminary Approval Order shall be submitted with the motion and shall be substantially in the form set forth in Exhibit F. The motion for Preliminary Approval shall request that the Court, *inter alia*:

- (a) Stay all proceedings in the Litigation other than those related to approval of the Class Settlement Agreement;
- (b) Stay and/or enjoin, pending Final Approval of the Class Settlement Agreement, any actions brought by Settlement Class Members concerning the Released Claims;
- (c) Preliminarily certify the Settlement Class for settlement purposes only;
- (d) Preliminarily approve the terms of the Class Settlement Agreement as fair, adequate, and reasonable;
- (e) Appoint Representative Plaintiff as the Settlement Class representative for settlement purposes only;
- (f) Appoint Settlement Class Counsel as counsel for the Settlement Class for settlement purposes only;
- (g) Approve the notice program, as set forth in Paragraph 4 herein and set the dates for the Claims Deadline, Opt-Out Deadline, and Objection Deadline;
- (h) Approve the form and contents of a long form notice (“Long Notice”) to be posted on the settlement website substantially similar to the one attached hereto as Exhibit B, and a Summary Notice to be emailed to Settlement Class Members (“Summary Notice”) and sent via First Class Mail to those Settlement Class

Members to whom the electronic mail notice was undeliverable, substantially similar to the one attached hereto as Exhibit C, which together shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Class Settlement Agreement, instructions for how to object to or submit a Request for Exclusion, the process and instructions for making Reimbursement Award Settlement Claims to the extent contemplated herein, and the date, time and place of the Final Approval Hearing;

- (i) Approve a Claim Form substantially similar to that attached hereto as Exhibit A;
- (j) Appoint Angeion Group, LLC as Claims Administrator;
- (k) Appoint Bruce A. Friedman, Esq. of JAMS as Claims Referee, or such other Claims Referee as jointly agreed to by the Settling Parties; and
- (l) Schedule the Final Approval Hearing.

**3.2** iCanvas will not oppose entry of the Preliminary Approval Order so long as it is substantially in the form attached to this Class Settlement Agreement as Exhibit F and is otherwise consistent with this Class Settlement Agreement.

**3.3** Settlement Class Counsel and iCanvas shall request that the Court hold a Final Approval Hearing after notice is completed and at least 45 days after the Opt-Out Date, and grant Final Approval of the Class Settlement Agreement as set forth herein.

**3.4** The proposed Final Approval Order that shall be filed with the motion for final approval shall be in the form set forth in Exhibit D as agreed upon by iCanvas and Settlement Class Counsel and shall, among other things:

- (a) Determine the Class Settlement Agreement is fair, adequate, and reasonable;
- (b) Finally certify the Settlement Class for settlement purposes only;
- (c) Determine that the Notice Program satisfies due process requirements;
- (d) Dismiss all claims in the FAC with prejudice;
- (e) Bar and enjoin any Settlement Class Members who did not timely Opt-Out in accordance with the requirements of this Class Settlement Agreement from asserting any of the Released Claims; and
- (f) Release and forever discharge iCanvas and the Released Parties from the Released Claims, as provided for in this Class Settlement Agreement.

**4. NOTICE PROGRAM**

**4.1** Within ten (10) days of entry of the Preliminary Approval Order, iCanvas will provide the Claims Administrator with a list of Settlement Class Members in Excel format including, to the extent available, the name, physical mailing address and email address of each Settlement Class Member. The Claims Administrator shall cause notice to be disseminated to the Settlement Class Members pursuant to the Preliminary Approval Order and the Notice Program as described below, and in compliance with all applicable laws, including, but not limited to, the Due Process clause of the United States Constitution and Federal Rule of Civil Procedure 23, and be effectuated pursuant to the provisions set forth below, the costs of which shall be Settlement Costs. The Claims Administrator must maintain the list of Settlement Class Members in strict confidence and may not share the list with anyone other than iCanvas.

**4.2** Class Notice shall be provided to the Settlement Class as follows:

- (a) Within fourteen (14) days after receiving the Settlement Class list from iCanvas, the Claims Administrator shall email the Summary Notice to

Settlement Class Members. Within eleven (11) days of emailing the Summary Notice to Settlement Class Members, the Claims Administrator shall send the Summary Notice on a postcard via First Class U.S. Mail, postage pre-paid, to Settlement Class Members whose email notice could not be delivered. Within twenty (20) days after sending such mail, the Claims Administrator shall undertake reasonable efforts to confirm the address, and to resend notice, for any Settlement Class Members for which the Claims Administrator receives returned mail from the U.S. Postal Service indicating that the initial mailing was not delivered.

- (b) Within seven (7) days after receiving the Settlement Class list from iCanvas, the Claims Administrator shall establish a dedicated settlement website, [www.iCanvasIncidentSettlement.com](http://www.iCanvasIncidentSettlement.com), that includes this Class Settlement Agreement, the Long Notice, and the Claim Form approved by the Court. The Claims Administrator shall maintain and update the website throughout the Claims Period. The Claims Administrator will also post on the settlement website copies of the motion for final approval of the Class Settlement Agreement, and the motion for Attorneys' Fees and Expenses Award and Service Award. A toll-free number with interactive voice response, FAQs, and an option to speak to a live operator shall also be made available to address Settlement Class Members' inquiries. The settlement website shall not include any advertising and shall remain operational until thirty (30) days following the Effective Date, at which time the Claims Administrator shall terminate the settlement website and transfer ownership of the URL to iCanvas.

**4.3** The Notice Program shall be subject to approval by the Court as meeting the requirements of Rule 23(c) of the Federal Rules of Civil Procedure.

**4.4** The Long Notice, Summary Notice, and Claim Form approved by the Court may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and necessary, so long as it is not inconsistent with such approval and does not materially alter the language approved by the Court.

**4.5** Prior to the Final Approval Hearing, Counsel for the Settling Parties shall cause to be filed with the Court an appropriate declaration from the Claims Administrator demonstrating compliance with the Court-approved Notice Program.

**5. OPT-OUT PROCEDURES**

**5.1** Each Settlement Class Member wishing to exclude themselves from the Settlement Class must individually sign and timely mail a written Request for Exclusion to the address designated by the Claims Administrator.

**5.2** To be effective, a Request for Exclusion must be postmarked no later than 75 days after the date of entry of the Preliminary Approval Order or such other date set by the Court in the Preliminary Approval Order.

**5.3** Within 7 days after the Opt-Out Date, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel may file these materials with the Court, with any Personal Information other than names and cities and states of residence redacted, no later than 7 days prior to the Final Approval Hearing.

**5.4** All persons who Opt-Out from the Settlement Class shall not receive any benefits

of or be bound by the terms of this Class Settlement Agreement. All persons falling within the definition of the Settlement Class who do not Opt-Out shall be bound by the terms this Class Settlement Agreement and the Final Approval Order entered thereon.

**6. OBJECTION PROCEDURES**

**6.1** Each Settlement Class Member who does not file a timely Request for Exclusion may file a notice of intent to object to the Class Settlement Agreement. The Long Notice shall instruct Settlement Class Members who wish to object to the Agreement to send their written objections only to the Court. The Notice shall make clear that the Court can only approve or deny the Class Settlement Agreement and cannot change the terms. The Notice shall advise Settlement Class Members of the deadline for submission of any objections.

**6.2** All such notices of an intent to object to the Class Settlement Agreement must be written and must include all of the following: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iii) a statement as to whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class; (iv) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any counsel representing the objector; (vi) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

**6.3** To be timely, written notice of an objection in the appropriate form must be filed or postmarked no later than the Objection Deadline.

**6.4** Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements in Paragraph 6 for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Class Settlement Agreement, and shall be bound by all the terms of the Class Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Class Settlement Agreement shall be through the provisions of Paragraph 6.

**7. CLAIMS ADMINISTRATION**

**7.1** The Claims Administrator shall administer and calculate the Settlement Claims submitted by Settlement Class Members. Settlement Claims shall be evaluated on a first come, first served basis determined by the date of actual receipt of Settlement Claims by the Claims Administrator. The determination by the Claims Administrator and Claims Referee (as may be necessary) of the validity or invalidity of all Settlement Claims shall be binding, subject to the Dispute Resolution Process set forth in this Paragraph. Settlement Class Counsel and iCanvas' counsel shall periodically be given reports as to both Settlement Claims and distribution, and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

**7.2** For each Settlement Claim submitted and received, the Claims Administrator, in its sole discretion (to be reasonably exercised), will determine whether: (1) the claimant is a Settlement Class Member; and (2) that the claimant has provided all information required to complete the Claim Form by the Claims Deadline, including but not limited to information required under Paragraph 2. The Claims Administrator may, at any time, request from the claimant,

in writing, additional information as the Claims Administrator may reasonably require in order to adequately evaluate the Settlement Claim. All information provided to the Claims Administrator will be deemed confidential by the Claims Administrator.

**7.3** The Claims Administrator shall determine whether a claimant's Claim Form, along with supporting materials, are sufficient to support a Claim. If the Claims Administrator should receive an incomplete Claim Form or a Claim Form with insufficient documentation to determine whether the claimant is a Settlement Class Member, the Claims Administrator shall request additional information and give the claimant twenty-one (21) days to cure any defect(s) before rejecting a Settlement Claim. The Claims Administrator's requests for additional information shall be made within twenty-one (21) days after the Claims Deadline. If a Settlement Class Member fails to correct all deficiencies within twenty-one (21) days from receiving a request for additional information, the Claims Administrator shall deny the claimant's Settlement Claim and the claimant will not be entitled to an Award.

**7.4** After receiving additional information, the Claims Administrator shall have thirty (30) days to accept or reject each Settlement Claim. If after review of the Settlement Claim and all documentation submitted by the claimant, the Claims Administrator determines that such a Settlement Claim is valid, then the Settlement Claim shall be paid within the time period provided in this Paragraph. If the Settlement Claim remains invalid because the claimant does not provide the requested information needed to complete the Claim Form and evaluate the Settlement Claim, then the Claims Administrator may reject the Settlement Claim without any further action apart from providing a notice of rejection of the Settlement Claim. If the Settlement Claim is rejected for other reasons, it shall be referred to the Claims Referee.

**7.5** The Claims Referee shall have the power to approve or deny a Settlement Claim.

If any dispute is submitted to the Claims Referee, the Claims Referee shall make a final determination of the dispute or request further supplementation of a Settlement Claim within twenty-one (21) days. The Claims Referee's determination shall be based on whether the Claims Referee is persuaded that the claimant is a member of the Settlement Class and entitled to an Award. The Claims Referee's decision will be final and non-appealable.

**7.6** No Person shall have any claim against the Claims Administrator, Claims Referee, iCanvas or its counsel, Settlement Class Counsel, and/or the Representative Plaintiff based on distribution of Awards to Settlement Class Members or to the *cy pres* recipient referenced in this Agreement, if applicable.

**7.7** The Claims Administrator shall agree to hold the Settlement Funds in a non-interest-bearing account, and administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined by Treasury Regulation § 1.46B-1, *et seq.* Any taxes owed by the Settlement Fund shall be paid by the Claims Administrator out of the Settlement Fund. Except for funding the Settlement Fund, iCanvas shall not have any other financial obligation under the Class Settlement Agreement. In addition, under no circumstances will iCanvas have any liability for taxes or tax expenses under this Class Settlement Agreement.

**7.8** The Claims Administrator will mail Award checks or send funds electronically (in an electronic payment format recommended by the Claims Administrator, such as PayPal, and agreed-upon by the parties) for Approved Claims within the later of thirty (30) days after the Effective Date or thirty (30) days after all disputed claims have been resolved. No distributions will be made without authorization from the parties. Award checks shall be valid for a period of 180 days from issuance, and shall state, in words or substance that the check must be cashed within

180 days, after which time it will become void. In the event a settlement check becomes void, the Settlement Class Member to whom that settlement check was made payable will forfeit the right to payment and will not be entitled to have the check reissued or to any further distribution from the Settlement Fund or to any further recourse against the Released Parties, and the Agreement and Release will in all other respects be fully enforceable against the Settlement Class Member. No later than 190 days from the issuance of the Award checks, the Claims Administrator shall take all steps necessary to stop payment on any Award checks that remain uncashed.

**7.9** If there is any balance remaining in the Settlement Fund ninety (90) days after the Claims Administrator completes the process for stopping payment on any Award checks that remain uncashed, the Settling Parties will return to the Court seeking direction as to the disposition of these funds, including the selection of a *cy pres* recipient to be approved by the Court. The funds distributed pursuant to the *cy pres* provision set forth in this Paragraph shall not be considered unclaimed property under the laws of Illinois or any other state.

**7.10** All Settlement Class Members who fail to timely submit a valid Settlement Claim for a Reimbursement Award hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving a Reimbursement Award pursuant to this Agreement, but will in all other respects be subject to, and bound by, the provisions of this Agreement, the Releases contained herein and the Final Approval Order and Final Judgment.

## **8. RELEASES**

**8.1** Upon the Effective Date, each Settlement Class Member, including Representative Plaintiff, whether or not they have received an Award, will be deemed by operation of this Class Settlement Agreement and by operation of the Final Approval Order and Final Judgment to have

forever fully, finally, completely, and unconditionally released, discharged, and acquitted iCanvas and the Released Parties from any and all of the Released Claims, and will be deemed to have also released Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiff, shall, either directly, indirectly, representatively, 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 the participation in the Agreement as provided herein) in which any of the Released Claims or Unknown Claims are asserted.

**8.2** Upon entry of the Final Approval Order and Final Judgment, each Settlement Class Member, including Representative Plaintiff, shall be barred from initiating, asserting, or prosecuting against iCanvas and any Released Parties any claims that are released by operation of the Class Settlement Agreement, the Final Approval Order, the Final Judgment.

**9. SETTLEMENT CLASS COUNSEL'S ATTORNEYS' FEES AND EXPENSES AWARD; REPRESENTATIVE PLAINTIFF AWARD**

**9.1** Settlement Class Counsel may file a motion seeking reasonable attorneys' fees, in an amount not to exceed 33 percent (or \$126,588.00) of the Settlement Fund. The entirety of the attorneys' fees award shall be payable solely from the Settlement Fund. Settlement Class Counsel may also apply to the Court for reimbursement of their reasonable costs and litigation expenses incurred (approximately \$10,000.00), also payable solely from the Settlement Fund. iCanvas will not object to Settlement Class Counsel's motion for an award of attorneys' fees, costs, and expenses, unless Settlement Class Counsel's request exceeds the terms outlined in this Class Settlement Agreement.

**9.2** Settlement Class Counsel will also request from the Court a service award for Representative Plaintiff in the amount of Five Thousand Dollars (\$5,000.00), to be paid solely

from the Settlement Fund. iCanvas will not object to Representative Plaintiff's request for a service award payment, unless Representative Plaintiff's request exceeds the terms outlined in this Agreement.

**9.3** The Claims Administrator shall pay the Attorneys' Fees and Expenses Award and Service Award from the Settlement Fund to Clayeo C. Arnold, A Professional Law Corp. within ten (10) days after iCanvas funds the Settlement Fund pursuant to Paragraph 2.2 of this Class Settlement Agreement.

**9.4** No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of Attorneys' Fees and Expenses Award or Representative Plaintiff Award hereunder shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Class Settlement Agreement.

**9.5** iCanvas shall not be liable for any additional attorneys' fees and expenses of Settlement Class Counsel or the Representative Plaintiff in the Litigation.

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

**10.1** iCanvas' willingness to settle this Litigation on a class-action basis and to agree to the accompanying certification of the Settlement Class is dependent on achieving finality in this Litigation and the desire to avoid the expense of this and other litigation, unless otherwise expressly provided for in this Class Settlement Agreement. Consequently, iCanvas has the right to terminate this Class Settlement Agreement, declare it null and void, and have no further obligations under this Class Settlement Agreement to the Representative Plaintiff, the Settlement Class, or Settlement Class Counsel, unless each of the following conditions occur:

- (a) The Court has entered a Preliminary Approval Order;
- (b) No more than 384 Settlement Class Members Opt-Out of the Class Settlement

Agreement – *i.e.*, 5% or less of total Settlement Class of 7,672;

- (c) The Court enters a Final Approval Order and Final Judgment; and
- (d) The Effective Date has occurred.

**10.2** If all of the conditions in Paragraph 10.1 are not fully satisfied and the Effective Date does not occur, this Class Settlement Agreement shall, without notice, be automatically terminated unless Settlement Class Counsel and iCanvas' counsel mutually agree in writing to proceed with the Class Settlement Agreement.

**10.3** In the event that the Class Settlement Agreement is not approved by the Court or the Class Settlement Agreement is terminated in accordance with its terms: (a) 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 so as to avoid prejudice to any Settling Party or litigant, which extension shall be subject to the decision of the Court; and (b) the terms and provisions of the Class 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 Class Settlement Agreement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Class 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, and expenses awarded to Settlement Class Counsel shall constitute grounds for cancellation or termination of the Class Settlement Agreement.

**10.4** For the avoidance of doubt, iCanvas conditionally agrees and consents to certification of the Settlement Class for settlement purposes only, and within the context of the

Class Settlement Agreement only. If the Class Settlement Agreement, for any reason, is not fully approved or is otherwise terminated, iCanvas reserves its right to assert any and all objections and defenses to certification of a class, and neither the Class Settlement Agreement nor any Order or other action relating to the Class Settlement Agreement shall be offered by any Person as evidence or in support of a motion to certify a class for a purpose other than settlement.

**11. DISMISSAL OF THE ACTION**

**11.1** Representative Plaintiff, on behalf of himself and the Settlement Class Members, consents to the dismissal of this Litigation with prejudice upon the Court's final approval of this Class Settlement Agreement.

**12. MISCELLANEOUS PROVISIONS**

**12.1** The Settling Parties and their counsel acknowledge that it is their intent to consummate this Class Settlement Agreement and agree to undertake their best efforts to effectuate and implement all terms and conditions of this Class Settlement Agreement, including taking all steps and efforts contemplated by this Class Settlement Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise.

**12.2** The Parties intend this Class Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation, and with regard to the Released Parties. The Class Settlement Agreement compromises 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.

**12.3** Neither the Class Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Class Settlement Agreement: (a) 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 (b) 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 Class Settlement Agreement 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.

**12.4** The Class 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. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

**12.5** The Class Settlement Agreement contains the entire agreement between the Settling Parties and supersedes all prior agreements or understandings between them. The terms of the Class Settlement Agreement shall be construed as if drafted jointly by all Settling Parties to this Class Settlement Agreement. The terms of the Class Settlement Agreement shall be binding upon each of the Settling Parties to this Class Settlement Agreement, their agents, attorneys, employees, successors and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Settlement Class Member.

**12.6** iCanvas shall not be liable for any additional attorneys' fees and expenses of any Settlement Class Members' counsel, including any potential objectors or counsel representing a Settlement Class Member individually, other than what is expressly provided for in this Class Settlement Agreement. Settlement Class Counsel agree to hold iCanvas harmless from any claim regarding the division of any award of attorneys' fees and expenses to Settlement Class Counsel, and any claim that the term "Settlement Class Counsel" fails to include any counsel, Person, or firm who claims that they are entitled to a share of any attorneys' fees awarded to Settlement Class Counsel in this lawsuit.

**12.7** The Class Settlement Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Illinois, and the rights and obligations of the parties to the Class Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Illinois without giving effect to that State's choice of law principles.

**12.8** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Class Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Class Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Settling Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Class Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Class Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

**12.9** The individuals signing this Class Settlement Agreement on behalf of iCanvas represent that they are fully authorized by iCanvas to enter into, and to execute, this Class Settlement Agreement on its behalf. Settlement Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for iCanvas on behalf of Representative Plaintiff, and to enter into, and to execute, this Class Settlement Agreement on behalf of the Settlement Class, subject to Court approval pursuant to Fed. R. Civ. P. 23(e). Representative Plaintiff enters into and executes this Class Settlement Agreement on behalf of himself, and as a representative of and on behalf of the Settlement Class, subject to Court approval pursuant to Fed. R. Civ. P. 23(e).

**12.10** None of the Settling Parties to this Class Settlement Agreement shall be considered to be the primary drafter of this Class Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

**12.11** The Settling Parties agree that this Class Settlement Agreement, and the final judgment following from the Class Settlement Agreement, will not prejudice in any way the Settling Parties' right to raise any of the arguments that the Settling Parties made in this case in any future litigation.

**12.12** In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Class Settlement Agreement shall continue in full force and effect without said provision to the extent iCanvas does not exercise its right to terminate under Paragraph 10.

**12.13** If applicable, within thirty (30) days after Award payments are funded, Settlement Class Counsel shall destroy all confidential, non-public information obtained in connection with

the Litigation and Class Settlement Agreement, and certify the same.

**12.14** All notices or formal communications under this Class Settlement Agreement shall be in writing and shall be given (i) by hand delivery; (ii) by registered or certified mail, return receipt requested, postage pre-paid; or (iii) by overnight courier to counsel for the Settling Party to whom notice is directed at the following addresses, and also send a copy by electronic mail:

For the Representative Plaintiff and the Settlement Class:

M. Anderson Berry  
Clayo C. Arnold, A Professional Law Corp.  
865 Howe Avenue  
Sacramento, CA 95825  
aberry@justice4you.com

and

Carl Malmstrom  
Wolf Haldenstein Adler Freeman & Herz LLC  
111 West Jackson, Suite 1700  
Chicago, IL 60604  
malmstrom@whafh.com

For iCanvas:

Ronald I. Raether, Jr.  
Troutman Pepper Hamilton Sanders LLP  
5 Park Plaza, Suite 1400  
Irvine, CA 92614  
Ron.Raether@troutman.com

and

Leon Oks  
Kroto, Inc. d/b/a iCanvas  
8280 Austin Ave.  
Morton Grove, IL 60053  
leon@icanvas.com

Counsel may designate a change of the person to receive written notice or a change of address, from time to time, by giving written notice to all Settling Parties in the manner described

in this Paragraph.

**12.15** Representative Plaintiff, Settlement Class Counsel, iCanvas, and iCanvas' counsel may execute this Class Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Settling Parties had signed the same instrument. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed. This Class Settlement Agreement shall not be deemed executed until signed by Representative Plaintiff, by all Settlement Class Counsel, and by counsel for and representative(s) of iCanvas.

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Agreement to be executed on their behalf by their duly authorized counsel of record, all as of the day set forth below:

***[SIGNATURES ON NEXT PAGE]***

Dated: June 1,  
~~May~~, 2021

By: William Riggs  
William Riggs

Dated: June 1,  
~~May~~, 2021

M. Anderson Berry  
**CLAYEO C. ARNOLD, A PROFESSIONAL  
LAW CORP.**

Carl Malmstrom  
**WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLC**

Rachele R. Byrd  
**WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLP**

By: [Signature]  
M. Anderson Berry

*Counsel for Representative Plaintiff and the  
Settlement Class*

Dated: 26  
May, 2021

**KROTO, INC., D/B/A ICAVAS**

By: [Signature]  
Leon Oks

Title: CEO

Dated: June 1, 2021  
~~May~~, 2021

**TROUTMAN PEPPER HAMILTON SANDERS  
LLP**

By: [Signature]  
Ronald I. Raether, Jr.

*Counsel for Defendant Kroto, Inc. d/b/a iCanvas*

**EXHIBIT A**

### SETTLEMENT CLAIM FORM

This Claim Form should be filled out online or submitted by mail if you made a purchase, or attempted to make a purchase and were denied, on the Kroto, Inc. d/b/a iCanvas (“iCanvas”) website during the time period of May 10, 2020 to May 28, 2020, and you experienced one or more fraudulent or unauthorized charges between May 10, 2020 and November 6, 2020 on the credit or debit card you used to make such purchase and the charges were not denied or reimbursed. In order to be eligible for a Reimbursement Award, you must have made reasonable efforts to avoid, or seek reimbursement for, your losses, including by exhausting all available credit monitoring insurance and identity theft insurance.

You may receive a Reimbursement Award payment if you properly and timely complete this Claim Form, the Class Settlement Agreement is approved, and you are found to be eligible for a payment.

The Class Notice describes your legal rights and options. You can obtain the Class Notice and further information about the Litigation, the Class Settlement Agreement, and your legal rights and options on the official Class Settlement Agreement website, [www.iCanvasIncidentSettlement.com](http://www.iCanvasIncidentSettlement.com), or by calling 1-800-xxx-xxxx.

**Your claim must be submitted online or postmarked by [REDACTED], 2021 to be considered for payment.**

You can submit your claim for a Reimbursement Award in two ways:

1. Online at [www.iCanvasIncidentSettlement.com](http://www.iCanvasIncidentSettlement.com) by following instructions on the “Submit a Claim” page; or
2. By mail to the Claims Administrator at this address: [INSERT CLAIMS ADMINISTRATOR ADDRESS].

To prepare for completion of this Claim Form, please review the Class Notice and Paragraphs 2.3 through 2.6 of the Class Settlement Agreement (available at [www.iCanvasIncidentSettlement.com](http://www.iCanvasIncidentSettlement.com)) for more information on the types of awards available and rules for receiving an award. Only one Settlement Claim for a Reimbursement Award may be submitted per Settlement Class Member.

You must complete this Claim Form if you are seeking a Reimbursement Award. Please provide as much information as possible.

#### 1. INFORMATION REQUIRED FROM SETTLEMENT CLASS MEMBERS SEEKING A REIMBURSEMENT AWARD

Name (First, MI, Last):

---

Address:

---

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email (if any): \_\_\_\_\_

- Required:** I attest under penalty of perjury that I made a purchase, or attempted to make a purchase that was declined, from the iCanvas website during the time period of May 10,

2020 to May 28, 2020.

Approximate date of purchase or attempted purchase (**Required**): \_\_\_\_\_

Last 4 digits of credit or debit card used (if applicable): \_\_\_\_\_

(Check if card is no longer available). I attest under penalty of perjury that I no longer have the debit or credit card used and do not know or have any records showing the last 4 digits of this card.

**Required:** I attest under penalty of perjury that I experienced one or more fraudulent charges between May 10, 2020 and November 6, 2020 on a credit or debit card I used to make a purchase, or an attempted purchase that was declined, from the iCanvas website.

**Required:** Such charges have not been reimbursed.

**Required:** I believe in good faith such charges were incurred as a result of the Data Incident that affected iCanvas' website checkout page that was disclosed by iCanvas on or about June 26, 2020.

The total amount of unreimbursed fraudulent charges that I am claiming is \$ \_\_\_\_\_

**Required:** Attach a copy of statements that show the fraudulent charges and any correspondence showing that you reported them as unauthorized. (Please redact all unrelated transactions). If you do not have any written correspondence reporting the charges, describe when and how you reported them and who you reported them to:

\_\_\_\_\_  
\_\_\_\_\_

**Required:** I have made good faith efforts to have these unauthorized charges reversed or repaid, including through my bank or credit card company, and have exhausted all available credit monitoring, identity theft insurance, or other applicable insurance policies, but have not been successful at having the charges reversed, have not received payment, and have no insurance coverage for these unauthorized charges.

(Check if applicable). I spent at least 1 hour dealing with these unauthorized charges and wish to be reimbursed for my time spent, up to a maximum of three (3) hours. I spent this much time (round to the nearest hour and check only one box):

1 Hour     2 Hours     3 Hours

**Examples:** You spent at least one full hour calling customer service lines, writing letters or emails, or on the internet trying to get unauthorized charges reversed or reimbursed. Please note that the time it takes to fill out this Claim Form is not reimbursable and should not be included in the total number of hours claimed.

**Required:** If time was spent on the telephone, online, or writing letters, in the space below, describe what you did, or attach a copy of any letters or emails that you wrote. If the time was spent trying to get unauthorized charges reversed or reimbursed, describe what you did.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you are also seeking reimbursement for reasonable Out of Pocket Expenses as part of your claim for a Reimbursement Award, complete Section 2. Otherwise, go to Section 3.

**2. ADDITIONAL INFORMATION REQUIRED FROM SETTLEMENT CLASS MEMBERS SEEKING REIMBURSEMENT FOR OUT OF POCKET EXPENSES IN CONNECTION WITH A REIMBURSEMENT AWARD.**

- I attest under penalty of perjury that I am making a claim for a Reimbursement Award, and that I incurred the following reasonable Out of Pocket Expenses as a result of one or more unauthorized charges I incurred between May 10, 2020 and November 6, 2020 on a credit or debit card I used to make a purchase, or attempted to make a purchase that was declined, from the iCanvas website.
- I believe in good faith that such unauthorized charges were incurred as a result of the Data Incident that affected iCanvas' website checkout page that was disclosed by iCanvas on or about June 26, 2020.

Check all that apply, stating the total amount you are claiming for each category and attaching documentation of the charges as described below. Round total amounts to the nearest dollar.

- Unreimbursed payment card fees or bank fees

Total amount claimed for this category: \$ \_\_\_\_\_

**Examples:** Overdraft fees, over-limit fees, late fees, charges due to insufficient funds or interest, card reissuance fees.

**Required:** A copy of a bank or credit card statement or other proof of claimed fees or charges (you may redact unrelated transactions).

- Cell, internet or text charges

Total amount claimed for this category: \$ \_\_\_\_\_

**Examples:** Long distance or cell phone charges (if charged by the minute), or data charges (if charged based on the amount of data used).

**Required:** A copy of the bill from your telephone company, cell phone company, or internet service provider showing the claimed charges.

- Costs of obtaining credit reports, credit freezes, or credit monitoring or identity theft protection services (up to two years of coverage)

Total amount claimed for this category: \$ \_\_\_\_\_

**Examples:** The cost of purchasing a credit report, placing a credit freeze, or obtaining up to two years of credit monitoring or identity theft protection services.

**Required:** A copy of a receipt of other proof of purchase for each credit report or credit freeze purchased or placed or for purchasing credit monitoring or identity theft protection services.

- Postage costs

Total amount claimed for this category: \$ \_\_\_\_\_

**Examples:** Postage for correspondence with your bank or credit card company about unauthorized charges. The cost of submitting this form is not included.

**Required:** A copy of any receipt or proof of purchase for all postage costs claimed showing date, amount and vendor.

**3. PAYMENT METHOD**

**Please select the manner in which payment will be issued for your valid Claims.**

- PayPal:\*  \_\_\_\_\_  
PayPal Email Address
- Paper Check via Mail:

\*If you select payment via PayPal, the email address entered on this form will be used to process the payment to your PayPal account linked to that email address. If you do not have a PayPal account, you will be prompted to open an account using the email address entered on this form.

**4. CERTIFICATION**

I declare under penalty of perjury under the laws of the United States and the state where this Claim Form is signed that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that all information provided on this Claim Form is subject to verification and that I may be asked to provide supplemental information by the Claims Administrator or Claims Referee before my claim will be considered complete and valid.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Once you've completed all applicable sections, please mail this Claim Form and all required supporting documentation to the address provided below, postmarked by [REDACTED], 2021.

[INSERT CLAIMS ADMINISTRATOR ADDRESS]

**EXHIBIT B**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

WILLIAM RIGGS,

Plaintiff,

v.

KROTO, INC., D/B/A ICANVAS,

Defendant.

Case No. 1:20-cv-5822

Hon. Thomas M. Durkin

**NOTICE OF PENDENCY OF CLASS ACTION  
SETTLEMENT AND PROPOSED SETTLEMENT HEARING**

*THIS IS A COURT-AUTHORIZED NOTICE OF A PROPOSED CLASS ACTION SETTLEMENT THAT MAY AFFECT YOUR RIGHTS. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER. PLEASE READ THIS NOTICE CAREFULLY.*

**To: All individuals residing in the United States who were sent an Incident Notice in or about June 2020, concerning the Data Incident that occurred between May 10, 2020 and May 28, 2020 and any Person asserting a right to a Released Claim through that individual (the “Settlement Class Members”).**

A proposed Class Settlement Agreement has been reached in a class action lawsuit against Kroto, Inc. d/b/a iCanvas (“iCanvas” or “Defendant”). The lawsuit asserted claims against iCanvas related to a Data Incident that affected iCanvas’ checkout page on its website, www.icanvas.com, from May 10, 2020 to May 28, 2020, and was disclosed by iCanvas on or about June 26, 2020 (the “Data Incident”). iCanvas denies all of the claims and denies all alleged wrongdoing.

The Settlement includes all individuals residing in the United States who were sent an Incident Notice in or about June 2020, concerning the Data Incident that occurred between May 10, 2020 and May 28, 2020 and any Person asserting a right to a Released Claim through that individual (“Settlement Class Members”).

The Settlement offers Basic Award or Reimbursement Award payments to Settlement Class Members who were potentially affected by the Data Incident. The amount paid will depend upon how many people submit valid Reimbursement Award claims, but the average payout is likely to be about \$26.00 per Settlement Class Member.

If you are a Settlement Class Member, your options are:

<b>DO NOTHING</b>	If you do not (1) opt-out; or (2) submit an Approved Claim for a Reimbursement Award, you will receive a Basic Award payment and will no longer be able to sue Defendant over the claims resolved in the Settlement.
<b>SUBMIT A CLAIM FORM DEADLINE:</b> _____	You must submit a valid Claim Form to receive a Reimbursement Award payment from this Settlement.
<b>EXCLUDE YOURSELF DEADLINE:</b> _____	Get out of the lawsuit. Get no payment. Keep your right to sue separately with your own lawyer. Exclusion instructions are provided in this notice.
<b>OBJECT DEADLINE:</b> _____	If you do not exclude yourself, you may write to the Court to comment on or detail why you do not like the Settlement by following the instructions in this notice. The Court may reject your objection. You must still file a Claim Form if you desire any monetary relief under the Settlement.

The court must give final approval to the Settlement before it takes effect, but has not yet done so. No payments will be made until after the court gives final approval and any appeals are resolved.

Please review this notice carefully. You can learn more about the Settlement by visiting [www.iCanvasIncidentSettlement.com](http://www.iCanvasIncidentSettlement.com) or by calling 1-800-XXX-XXXX.

### **Further Information about this Notice and the Lawsuit**

1. *Why was this Notice issued?*

You received this notice because you may be a Settlement Class Member able to receive payment from a proposed settlement of the class action lawsuit *William Riggs v. Kroto, Inc. d/b/a iCanvas*, United States District Court for the Northern District of Illinois, Case No. 1:20-cv-5822 (the "Lawsuit"). The Court overseeing the Lawsuit authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. This Notice explains certain legal rights and options you have in connection with that Settlement.

2. *What is the Lawsuit about?*

The Lawsuit is a proposed class action lawsuit brought on behalf of United States residents who were sent an Incident Notice and any Person asserting a right to a Released Claim through that individual. The Data Incident resulted in the potential exposure of payment card data of customers who used a credit or debit card to make a purchase, or attempted to make a purchase and were declined, from the iCanvas website. The potentially-exposed information may include customers' names, addresses, phone numbers, email addresses, payment card numbers, payment card security codes, and payment card months/years of expiration.

The Lawsuit claims iCanvas is legally responsible for the Data Incident and asserts various legal claims, including negligence, declaratory judgment, violation of the Florida Deceptive and Unfair Trade Practices Act, and unjust enrichment. iCanvas denies these claims and denies any alleged wrongdoing.

3. *Why is the Lawsuit a class action?*

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all of these people are the "class" and each individually is a "class member." There is one Representative Plaintiff in this case: William Riggs. The class in this case is referred to in this Notice as the "Settlement Class."

4. *Why is there a Settlement?*

The Representative Plaintiff in the Lawsuit, through his attorneys, investigated the facts and law relating to the issues in the Lawsuit. The Representative Plaintiff and Settlement Class Counsel believe that the Settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Representative Plaintiff's claims or iCanvas' defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive compensation. The Settlement does not mean that iCanvas did anything wrong, or that the Representative Plaintiff and the Settlement Class would or would not win their case if it were to go to trial.

### **Terms of the Proposed Class Settlement Agreement**

5. *Who is in the Settlement Class?*

The Settlement Class is defined by the Court as all individuals residing in the United States who were sent an Incident Notice and any Person asserting a right to a Released Claim through that individual. iCanvas mailed the Incident Notices to its potentially impacted customers on or around June 26, 2020, informing them that between May 10, 2020 and May 28, 2020, an unauthorized script was placed on the checkout page of the iCanvas website, [www.icanvas.com](http://www.icanvas.com), that may have captured certain customer information.

6. *What are the terms of the Settlement?*

The proposed Settlement would create a Settlement Fund of \$383,600.00 that would be used to pay all Settlement Costs of the Settlement, including: (i) payments to Settlement Class Members who submit valid claims; (ii) costs of Claims Administration (approximately \$37,000); (iii) any payments made to the Claims Referee to resolve any disputed claims; (iv) any attorneys' fees and costs awarded by the Court to Settlement Class Counsel (up to \$126,588 plus costs of approximately \$10,000); and (v) any Service Award to the Representative Plaintiff awarded by the Court (\$5,000 total). The Settlement also releases all claims of Settlement Class Members against iCanvas arising from or related to the Data Incident, as detailed in the Class Settlement Agreement.

7. *What claims are Settlement Class Members giving up under the Settlement?*

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Class Settlement Agreement and any final judgment entered by the Court, and will give up their right to sue iCanvas for the claims being resolved by the Settlement. The claims that Settlement Class Members are releasing are described in Paragraphs 1.33 and 1.46 of the Class Settlement Agreement and the persons and entities being released from those claims are described in Paragraph 1.34 of the Class Settlement Agreement. Paragraph 8 of the Class Settlement Agreement explains when such releases will occur.

### **Payments to Settlement Class Members**

8. *What kind of payments can Settlement Class Members receive?*

Settlement Class Members may receive one of two types of payments to be paid from the Settlement Fund: (1) a Basic Award; or (2) Settlement Class members who submit valid claims and all required documentation may receive a Reimbursement Award. Settlement Class Members will receive only one Award. Depending on how many valid claims for Reimbursement Awards are submitted, the amount of each Award payment may be adjusted on a *pro rata* basis among Settlement Class Members, as explained further below in Question 11. Only one Claim for a Reimbursement Award may be submitted per Settlement Class Member. Reimbursement Awards are subject to approval by the Claims Referee.

9. *What is a Basic Award?*

Every Settlement Class Member who does not (1) opt-out; or (2) submit an Approved Claim

for a Reimbursement Award will receive a Basic Award Payment, regardless of whether he or she experienced any unauthorized charges on a credit or debit card used to make a purchase, or declined purchase, from iCanvas. The amount paid as a Basic Award payment will depend upon how many valid Reimbursement Award claims are submitted, but the total amount of Reimbursement Award claims will not exceed \$10,000. After all Approved Claims for Reimbursement Awards and Settlement Costs (notice and claims administration costs of approximately \$37,000, attorneys' fees of up to \$126,588 and expenses of approximately \$10,000, any payments to the Claims Referee, and a Service Award to the Representative Plaintiff of up to \$5,000) have been deducted from the Settlement Fund, the Basic Awards will be distributed *pro rata*. The average Basic Award is likely to be approximately \$25.00.

10. *What is a Reimbursement Award?*

Settlement Class Members who, at any time between May 10, 2020 and November 6, 2020, experienced fraudulent or unauthorized charges on their credit or debit cards used to make a purchase from the iCanvas website between May 10, 2020 and May 28, 2020 that were not canceled, denied or reimbursed, which charges the Settlement Class Member believes in good faith were incurred as a result of the Data Incident, are eligible to receive a Reimbursement Award of up to \$2,500 as reimbursement for: (i) those unreimbursed, unauthorized charges, (ii) up to three hours of lost time spent dealing with unauthorized charges or the Data Incident, at a rate of \$20 per hour, and (iii) the following types of out of pocket expenses incurred as a result of the Data Incident:

- unreimbursed payment card fees or unreimbursed bank fees, including unreimbursed card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees, and unreimbursed fees relating to an account being frozen or otherwise unavailable due to the Data Incident;
- cell, internet, or text charges;
- unreimbursed costs or charges for obtaining credit reports, credit freezes, or credit monitoring or identity theft protection services (up to two years of coverage); and
- postage costs.

No other types of expenses will be reimbursed, and you cannot recover for emotional distress. Claimants must exhaust all available credit monitoring insurance and identity theft insurance before seeking a Reimbursement Award. Settlement Class Members seeking a Reimbursement Award must provide the information and documents required on the Claim Form. The amount paid as a Reimbursement Award is subject to adjustment as described below in Question 11.

11. *Under what circumstances will the amount of Reimbursement Award Payments be adjusted downward?*

If the total value of all valid Reimbursement Award claims exceeds \$10,000.00, the amounts paid for all Reimbursement Awards will be adjusted downward on a *pro rata* basis from the

amount listed in Question 10 above.

12. *What happens after all claims are processed and there are funds remaining?*

If there are any funds remaining after all valid claims are processed and the time to cash any payment checks has passed, those funds shall be distributed as directed and approved by the Court, including potential distribution to a charitable organization. No remaining funds will be returned to iCanvas.

**Your Options as a Settlement Class Member**

13. *If I am a Settlement Class Member, what options do I have?*

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement and receive a Basic Award. **However, if you wish to seek a Reimbursement Award, you must complete and submit a Claim Form postmarked or submitted online by [INSERT DATE].** You may submit a Claim Form by mail or online at **www.iCanvasIncidentSettlement.com**.

If you do not want to give up your right to sue for claims arising out of the Data Incident or the issues raised in this case, you must exclude yourself (or “Opt-Out”) from the Settlement Class. See Question 17 below for instructions on how to exclude yourself.

If you object to the Settlement, you must remain a Settlement Class Member (i.e., you may not also exclude yourself from the Settlement Class by opting out) and file a written objection in this case with the Claims Administrator at the address in Question 20 below. If you object, you must still submit a claim if you want a Reimbursement Award.

14. *What happens if I do nothing?*

If you do nothing, you will get a Basic Award from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit related to the claims released by the Settlement.

15. *How do I submit a claim?*

You may complete the Claim Form for a Reimbursement Award online at **www.iCanvasIncidentSettlement.com**. You may also obtain a paper Claim Form by downloading it at **www.iCanvasIncidentSettlement.com** or by calling the Claims Administrator at **[INSERT TOLL-FREE NUMBER]**. If you choose to complete a paper Claim Form you may either submit the completed and signed Claim Form and any supporting materials electronically at **www.iCanvasIncidentSettlement.com** or mail them to: **[INSERT CLAIMS MAILING ADDRESS]**.

16. *Who decides my Reimbursement Award claim and how do they do it?*

The Claims Administrator will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will

invalidate a Reimbursement Award claim and it will not be paid. If a Claim Form is complete but the Claims Administrator denies the claim, the claimant will have an opportunity to have their claim reviewed by an impartial Claim Referee who has been appointed by the Court.

17. *How do I exclude myself from the Settlement?*

You must make a signed written request that (i) says you wish to exclude yourself from the Settlement Class in this Lawsuit, and (ii) includes your name, address and phone number. You must mail your request to this address:

**[INSERT REQUEST FOR EXCLUSION MAILING ADDRESS]**

Your request must be postmarked by **[INSERT DATE]**.

18. *If I exclude myself, can I receive any payment from this Settlement?*

No. If you exclude yourself, you will not be entitled to any Award. However, you will also not be bound by any judgment in this Lawsuit.

19. *If I do not exclude myself, can I sue for the Data Incident later?*

No. Unless you exclude yourself, you give up any right to sue for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a Reimbursement Award payment.

20. *How do I object to the Settlement?*

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be submitted to the Court by filing it with the United States District Court for the Northern District of Illinois. Objections must be filed no later than **[INSERT DATE]**.

To be considered by the Court, your objection must list the name of this Lawsuit, *William Riggs v. Kroto, Inc. d/b/a iCanvas*, and the case number, Case No. 1:20-cv-5822, and include all of the following information: (i) your name, address, phone number, and an email address (if you have one); (ii) a statement that you are a member of the Settlement Class and any proof of your membership (*e.g.*, proof of purchase from iCanvas' website during the time period of May 10, 2020 to May 28, 2020); (iii) whether your objection applies only to yourself, to a specific subset of the Settlement Class, or to the entire Settlement Class; (iv) a detailed statement of the specific legal and factual bases for all of your objections, along with any applicable legal support; (v) the identity of any lawyer representing you; (vi) whether you intend to appear at the final settlement approval hearing and the identity of any lawyer(s)

who will attend that hearing with you or on your behalf; (vii) a list of anyone you plan to have testify at the Final Approval Hearing in support of your objections; and (viii) your signature and the signature of your attorney or other authorized representative, if any.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

### **Court Approval of the Settlement**

21. *How, when and where will the Court decide whether to approve the Settlement?*

The Court will hold a Final Settlement Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for [DATE] at [TIME] at the United States District Court, Northern District of Illinois, located at 219 South Dearborn Street, Chicago, IL 60604. Please visit the Court's website at <https://www.ilnd.uscourts.gov/> for current Court Operations and Safety Protocols information. At the Final Settlement Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Settlement Class Counsel's request for attorneys' fees and costs, and the request for a service award for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check [www.iCanvasIncidentSettlement.com](http://www.iCanvasIncidentSettlement.com) or the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/> to confirm the schedule if you wish to attend.

22. *Do I have to attend the hearing?*

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person in order to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 20. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

23. *What happens if the Court approves the Settlement?*

If the Court approves the Settlement and no appeal is taken, the Settlement Fund will be funded. The Claims Administrator will pay any Attorney Fees' and Expenses Award and any Representative Plaintiff Award from the Settlement Fund. Then, within the later of 30 days after the Effective Date or 30 days after all disputed claims have been resolved, the Claims Administrator will send Basic Award payments to Settlement Class Members who (1) did not opt-out; and (2) did not submit an Approved Claim for a Reimbursement Award. The Claims Administrator will also send Reimbursement Award payments to Settlement Class Members who submitted timely and valid Reimbursement Award Claims. No distributions will be made without authorization from the parties.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal.

24. *What happens if the Court does not approve the Settlement?*

If the Court does not approve the Settlement, no Settlement Fund will be created, there will be no Settlement payments to Settlement Class Members, Settlement Class Counsel or the Representative Plaintiff, and the case will proceed as if no Settlement Agreement had been.

**Lawyers for the Settlement Class and iCanvas**

25. *Who represents the Settlement Class?*

The Court has appointed the following Settlement Class Counsel to represent the Settlement Class and Settlement Class Members in this Lawsuit:

Carl Malmstrom  
Wolf Haldenstein Adler Freeman & Herz LLC  
111 West Jackson, Suite 1700  
Chicago, IL 60604  
312-984-0000

M. Anderson Berry  
Clayo C. Arnold, A Professional Law Corporation  
865 Howe Avenue  
Sacramento, CA 95825  
916-777-7777

Settlement Class Members will not be charged for the services of Settlement Class Counsel; Settlement Class Counsel will be paid out of the Settlement Fund, subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the final settlement approval hearing.

26. *How will the lawyers for the Settlement Class be paid?*

Settlement Class Counsel will request the Court's approval of an award of attorneys' fees up to 33% of the Settlement Fund (or up to \$126,588), plus reasonable costs and expenses (approximately \$10,000), which shall be paid from the Settlement Fund. Settlement Class Counsel will also request approval of a service award of \$5,000 to Mr. Riggs, which shall also be paid from the Settlement Fund.

27. *Who represents Defendant in the Lawsuit?*

Defendants are represented by the following lawyers:

Ronald I. Raether  
Troutman Pepper Hamilton Sanders LLP  
5 Park Plaza, Suite 1400  
Irvine, CA 92614  
949-622-2700

**For Further Information**

28. *What if I want further information or have questions?*

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Class Settlement Agreement available at [www.iCanvasIncidentSettlement.com](http://www.iCanvasIncidentSettlement.com), by contacting Settlement Class Counsel at the phone numbers provided in response to Question 25 above, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Angeion Group, LLC will act as the Claims Administrator for the Settlement. You can contact the Claims Administrator at:

**[INSERT CONTACT INFO FOR CLAIMS ADMINISTRATOR]**

**DO NOT CONTACT THE JUDGE OR DEFENDANT.**

**EXHIBIT C**

**IMPORTANT NOTICE FROM THE UNITED STATES DISTRICT COURT**  
**FOR THE NORTHERN DISTRICT OF ILLINOIS**

**YOU MAY BE A CLASS MEMBER IN A PROPOSED CLASS ACTION SETTLEMENT IF YOU RESIDE IN THE UNITED STATES AND RECEIVED A DATA INCIDENT NOTICE FROM KROTO, INC. d/b/a iCANVAS**  
**The average payout is likely to be about \$26.00 per Settlement Class Member, but the amount depends upon how many people submit valid Reimbursement Award claims.**

A proposed settlement has been given preliminary approval in a class action lawsuit against Kroto, Inc. d/b/a iCanvas ("iCanvas" or "Defendant") in the case of *William Riggs v. Kroto, Inc. d/b/a iCanvas*, United States District Court, Northern District of Illinois, Case No. 1:20-cv-5822. The lawsuit relates to a Data Incident that affected the checkout page of iCanvas' website, [www.icanvas.com](http://www.icanvas.com), between May 10, 2020, and May 28, 2020, that was publicly disclosed by iCanvas on or about June 26, 2020. iCanvas denies all of the claims and denies all alleged wrongdoing.

Subject to the terms of the Settlement Agreement and the Court's approval, iCanvas will fund a \$383,600.00 Settlement Fund that will be used to pay all Settlement Costs, including: (i) payments to Settlement Class Members; (ii) costs of Claims Administration (approximately \$37,000); (iii) any payments made to the Claims Referee to resolve any disputed claims; (iv) any attorneys' fees and expenses awarded by the Court to Settlement Class Counsel (up to \$126,588 plus expenses of approx. \$10,000); and (v) any service award to the Representative Plaintiff awarded by the Court (up to \$5,000). Settlement Class Members who do not exclude themselves will either receive a Basic Award or can make a claim for a Reimbursement Award payment from the Settlement Fund. **If you are a Settlement Class Member and you want to receive a Reimbursement Award payment, you must complete and submit a Claim Form along with any required supporting information. Claim Forms can be found and completed on this website: [www.iCanvasIncidentSettlement.com](http://www.iCanvasIncidentSettlement.com). The deadline to submit a Claim Form is \_\_\_\_\_.**

Settlement Class Members may also request exclusion from the Settlement or object to it. Requests for exclusion are due by \_\_\_\_\_. Settlement Class Members who do not request exclusion can object to the Settlement. Objections are due by \_\_\_\_\_.

The Court will hold a Final Settlement Approval Hearing on **[DATE]** at **[TIME]** at the United States District Court, Northern District of Illinois, located at 219 South Dearborn Street, Chicago, IL 60604 to decide whether to approve the Settlement. Please visit the Court's website at <https://www.ilnd.uscourts.gov/> for current Court Operations and Safety Protocols information. At the Final Settlement Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate, consider any timely objections, and may consider Settlement Class Counsel's request for attorneys' fees of up to 33% of the Settlement Fund (or \$ 126,588), plus reasonable expenses (approximately \$10,000), and the request for a service award for the Representative Plaintiff (\$5,000).

The Court has appointed the following Settlement Class Counsel to represent the Settlement Class in this Lawsuit: Carl Malmstrom of Wolf Haldenstein Adler Freeman & Herz LLPC 111 West Jackson, Suite 1700, Chicago, IL 60604, 324-984-0000; and M. Anderson Berry, Clayeo C. Arnold, A Professional Law Corporation, 865 Howe Avenue, Sacramento, CA 95825, 916-777-7777.

You can find the full Class Notice, along with a full description of the proposed Settlement, related Court documents, dates and forms, and additional information on how Settlement Class Members can exclude themselves from the Settlement or object to it on this website: [www.iCanvasIncidentSettlement.com](http://www.iCanvasIncidentSettlement.com), or by calling **[INSERT TOLL-FREE NUMBER]**. **DO NOT CONTACT THE JUDGE OR DEFENDANT.**

# **EXHIBIT D**



- (b) advised Settlement Class Members of their right to request exclusion from the Class Settlement Agreement and provided sufficient information so that Settlement Class Members were able to decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed settlement;
- (c) provided procedures for Settlement Class Members to file written objections to the proposed Class Settlement Agreement, to appear at the Final Approval Hearing, and to state objections to the proposed Class Settlement Agreement; and
- (d) provided the time, date, and place of the Final Approval Hearing.

On \_\_\_\_\_, 2021, the Court held a Final Approval Hearing to determine whether the proposed Class Settlement Agreement is fair, reasonable and adequate and whether judgment should be entered dismissing this Litigation with prejudice. The Court reviewed (a) the Motion for Final Approval (the “Motion”) and all supporting materials, including but not limited to the Class Settlement Agreement; (b) any objections filed with or presented to the Court; and (c) the Parties’ responses to any objections. The Court also considered the oral argument of counsel and any objectors who appeared. Based on this review and the findings below, the Court finds good cause to grant the Motion.

**IT IS HEREBY ORDERED:**

1. The Court has jurisdiction over the subject matter of this Litigation, all claims raised therein, and all Parties thereto, including the Settlement Class.

2. The Class Settlement Agreement is fair, reasonable, adequate and in the best interests of Settlement Class Members and satisfies the requirements of Federal Rule of Civil Procedure 23. The Class Settlement Agreement was negotiated at arm’s-length, in good faith and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the risks inherent in litigating the Litigation, and with the active involvement of the Settling Parties. Moreover, the Class Settlement Agreement confers substantial benefits on the Settlement Class Members, is not contrary to the public interest, and will provide the Settling Parties with repose from the Litigation. The Settling Parties faced significant risks, expense, and/or uncertainty

from continued litigation of this matter, which further supports the Court's conclusion that the Class Settlement Agreement is fair, reasonable, adequate and in the best interests of the Settlement Class Members.

3. The Court grants final approval of the Class Settlement Agreement in full, including but not limited to the releases therein and the procedures for distribution of the Settlement Fund. All Settlement Class Members who have not excluded themselves from the Settlement Class are bound by this Final Approval Order.

4. The Parties shall carry out their respective obligations under the Class Settlement Agreement in accordance with its terms. The relief provided for in the Class Settlement Agreement shall be made available to the various Settlement Class Members through a Basic Award or by a Reimbursement Award to those submitting valid Claim Forms, pursuant to the terms and conditions in the Class Settlement Agreement. The Class Settlement Agreement is incorporated herein in its entirety as if fully set forth herein and shall have the same force and effect of an order of this Court.

**OBJECTIONS AND REQUESTS FOR EXCLUSION**

5. \_\_\_\_\_ objections to the Settlement were submitted by Settlement Class Members. The Court has considered all objections and finds that they do not warrant or support rejection or non-approval of the Class Settlement Agreement. All objections are hereby overruled in all respects. All persons who did not object to the Settlement in the manner set forth in the Class Settlement Agreement are deemed to have waived any objections, including but not limited to by appeal, collateral attack, or otherwise.

6. \_\_\_\_\_ persons made valid and timely requests to be excluded from the Class Settlement Agreement and the Settlement Class and are identified in **Exhibit A** hereto (the "Opt-Out Members"). The Opt-Out Members are not bound by the Class Settlement Agreement and this Final Approval Order and shall not be entitled to any of the benefits afforded to Settlement Class Members under the Class Settlement Agreement.

**CERTIFICATION OF THE SETTLEMENT CLASS**

7. Solely for purposes of the Class Settlement Agreement and this Final Approval Order and the Final Judgment, the Court hereby certifies the following Settlement Class:

All individuals residing in the United States who were sent an Incident Notice in or about June, 2020, concerning the Data Incident that occurred between May 10, 2020 and May 28, 2020, and any Person asserting a right to a Released Claim through that individual.

8. The Court incorporates its preliminary conclusions in the Preliminary Approval Order regarding the satisfaction of Federal Rules of Civil Procedure 23(a) and 23(b). Because the Settlement Class is certified solely for purposes of settlement, the Court need not address any issues of manageability for litigation purposes.

9. The Court grants final approval to the appointment of Representative Plaintiff William Riggs as the Settlement Class Representative, and concludes that he has fairly and adequately represented the Settlement Class and shall continue to do so.

10. The Court grants final approval to the appointment of the law firms of Clayeo C. Arnold, A Professional Law Corporation and Wolf Haldenstein Adler Freeman & Herz LLC as Settlement Class Counsel. Settlement Class Counsel have fairly and adequately represented the Settlement Class and shall continue to do so.

**NOTICE TO THE CLASS**

11. The Court finds that the Notice Program, set forth in the Class Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Class Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the Class Settlement Agreement, to object and appear at the Final Approval Hearing, and to receive benefits under the Class Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

**INJUNCTIVE RELIEF**

12. For purposes of Injunctive Relief, the Court adopts and incorporates the definitions and meanings of the defined terms set forth in the Class Settlement Agreement. The terms of this Injunctive Relief section reflect Paragraph 2.7 of the Class Settlement Agreement and shall not be construed to impose any obligations or requirements in addition to those set forth in the Class Settlement Agreement. Specifically, Defendant shall, within ninety (90) days of the Effective Date, if it has not already done so, further develop, implement, and maintain a comprehensive information security program that is reasonably designed to protect the security, integrity, and confidentiality of Personal Information that Defendant collects or obtains from Consumers (collectively, the “ISP”). The Defendant’s ISP shall be written and shall contain administrative, technical, and physical safeguards appropriate to: (i) the size and complexity of Defendant’s operations; (ii) the nature and scope of Defendant’s activities; and (iii) the sensitivity of the Personal Information that Defendant maintains. Defendant may satisfy the requirement to implement and maintain the ISP through review, maintenance, and, as necessary, updating of an existing information security program or existing safeguards to ensure that the ISP is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Personal Information; and upgrading information safeguards as necessary to limit risks.

Defendant will implement, if it has not already done so, the following as part of its ISP:

- (a) Defendant shall employ an executive or officer with appropriate credentials, background, and expertise in information security who shall be responsible for overseeing the implementation and maintenance of the ISP;
- (b) Defendant shall provide security awareness and privacy training to all of Defendant’s personnel whose jobs involve access to Defendant’s network or responsibility for Personal Information appropriate to the personnel’s job responsibilities and functions;

- (c) Defendant's ISP shall be reasonably designed and implemented for the appropriate handling and investigation of Security Events involving Personal Information collected from Consumers;
- (d) Defendant shall comply with Payment Card Industry Data Security Standards (PCI DSS) and must provide proof to Settlement Class Counsel within 90 days of the Effective Date of the Class Settlement Agreement, that PCI annual assessment was completed;
- (e) Defendant shall maintain an appropriate system to collect logs and monitor network activity to ensure that Security Events are reviewed and that appropriate follow-up and remediation are taken with respect to Security Events;
- (f) Defendant shall, to the extent technically feasible, implement reasonable controls to manage the access of any device attempting to connect to Defendant's environment through hardware or software tools such as firewalls, authentication credentials, or other such access-restricting mechanism;
- (g) Defendant shall require two-factor authentication both for Defendant's system administrator accounts and for remote access to Defendant's network; and
- (h) Defendant shall implement and maintain a risk-based penetration testing program reasonably designed to identify, assess, and remediate potential security vulnerabilities within Defendant's environment. Such testing shall occur on at least an annual basis.

**ATTORNEYS' FEES AND COSTS, SERVICE AWARDS**

13. The Court awards Settlement Class Counsel \$\_\_\_\_\_ in attorneys' fees and reimbursement of \$\_\_\_\_\_ in expenses. The Court finds these amounts to be fair and

reasonable. Payment shall be made from the Settlement Fund pursuant to the procedures in paragraph 9.3 of the Settlement Agreement.

14. The Court awards \$5,000 to Mr. Riggs as a service award for his service as a class representative. The Court finds this amount is justified by his service to the Settlement Class. Payment shall be made from the Settlement Fund pursuant to the procedures in paragraph 9.3 of the Settlement Agreement.

**RELEASE**

15. Each Settlement Class Member, including Representative Plaintiff, are: (1) deemed to have completely and unconditionally released, forever discharged and acquitted Defendant and the Released Parties from all claims arising out of or asserted in the Litigation and all Released Claims released under the Class Settlement Agreement (including Unknown Claims); and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full terms of the release described in this paragraph are set forth in Paragraphs 1.33-1.34 and 8.1-8.2 of the Class Settlement Agreement and are specifically approved and incorporated herein by this reference (the “Releases”). In addition, Representative Plaintiff and Settlement Class Members are deemed to have waived: (i) the provisions, rights, and benefits conferred by California Civil Code § 1542, which provides that a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party; and (ii) any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542.

16. The Class Settlement Agreement and this Final Approval Order and Judgment apply to all claims or causes of action settled under the Class Settlement Agreement, and binds Representative Plaintiff and all Settlement Class Members who did not properly request exclusion. The Class Settlement Agreement, this Final Approval Order, and the Final Judgment shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in any and all causes of

action, claims for relief, suits, demands, petitions, or any other challenges or allegations that arise out of or relate to the subject matter of the Litigation and/or the Complaint.

**OTHER PROVISIONS**

17. The Settlement Fund, consisting of Three Hundred and Eighty-Three Thousand Six-Hundred Dollars and no cents (\$383,600.00), shall be used to pay all Settlement Costs as described in Paragraphs 1.42.

18. If any money remains in the Settlement Fund after the payment of all Settlement Costs, the Parties shall return to the Court seeking direction as to the disposition of these funds, including the selection of a *cy pres* recipient, pursuant to Paragraph 7.9 of the Class Settlement Agreement.

19. The Class Settlement Agreement and this Final Approval Order, the Final Judgment, and all documents, supporting materials, representations, statements and proceedings relating to the Settlement, are not, and shall not be construed as, used as, or deemed evidence of, any admission by or against Defendant of liability, fault, wrongdoing, or violation of any law, or of the validity or certifiability for litigation purposes of the Settlement Class or any claims that were or could have been asserted in the Litigation.

20. The Class Settlement Agreement and this Final Approval Order, the Final Judgment, and all documents, supporting materials, representations, statements and proceedings relating to the Settlement shall not be offered or received into evidence, and are not admissible into evidence, in any action or proceeding, except that the Class Settlement Agreement, this Final Approval Order, and the Final Judgment may be filed in any action by Defendant or the Settlement Class Members seeking to enforce the Class Settlement Agreement or the Final Approval Order and Final Judgment.

21. Consistent with Paragraph 10.3 of the Settlement Agreement, if the Effective Date does not occur, the following will occur: (a) 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 so as to avoid prejudice to any Settling Party or litigant, which

extension shall be subject to the decision of the Court; and (b) the terms and provisions of the Class 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 Class Settlement Agreement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc*.

22. Without affecting the finality of this Final Approval Order, the Court will retain jurisdiction over this Litigation and the Parties with respect to the interpretation, implementation and enforcement of the Class Settlement Agreement for all purposes.

23. Through the forthcoming Final Judgment, the Court shall dismiss the Litigation in its entirety with prejudice, and without fees or costs except as otherwise provided for therein.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
HON. THOMAS M. DURKIN  
UNITED STATES DISTRICT COURT JUDGE

**EXHIBIT E**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

WILLIAM RIGGS,

Plaintiff,

v.

KROTO, INC., D/B/A ICANVAS,

Defendant.

Case No. 1:20-cv-5822

Hon. Thomas M. Durkin

**[PROPOSED] FINAL JUDGMENT**

A Final Approval Hearing was held before this Court on \_\_\_\_\_, 2021, to consider, among other things, whether the Class Settlement Agreement and Release executed on June 1, 2021, including the exhibits attached thereto (“Class Settlement Agreement”) between Representative Plaintiff William Riggs, individually and on behalf of the Settlement Class, and Defendant Kroto, Inc. d/b/a iCanvas (“iCanvas” or “Defendant”), represents a fair, reasonable and adequate settlement of the Litigation.<sup>1</sup> The Court reviewed (a) the Motion for Final Approval (the “Motion”) and all supporting materials, including but not limited to the Class Settlement Agreement; (b) any objections filed with or presented to the Court; and (c) the Parties’ responses to any objections. The Court also considered the oral argument of counsel and any objectors who appeared.

Based on the Class Settlement Agreement, the Plaintiff’s Motion for Final Approval (ECF No. \_\_\_), the submissions of the Settling Parties in support of final approval of the settlement and all prior proceedings herein and good cause appearing based on the record, the Court **ORDERS, ADJUDGES, AND DECREES** as follows:

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<sup>1</sup> Capitalized terms used in this Final Judgment shall have the same meanings as defined in the Class Settlement Agreement unless otherwise expressly stated.

1. The Court incorporates the paragraphs of its Final Approval Order, as if each paragraph was set forth below.

2. The Court has jurisdiction over the subject matter of this Litigation, all claims raised therein, and all Parties thereto, including the Settlement Class.

3. The Class Settlement Agreement is fair, reasonable, adequate and in the best interests of Settlement Class Members and satisfies the requirements of Federal Rule of Civil Procedure 23. The Class Settlement Agreement was negotiated at arm's-length, in good faith and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the risks inherent in litigating the Litigation, and with the active involvement of the Settling Parties. Moreover, the Class Settlement Agreement confers substantial benefits on the Settlement Class Members, is not contrary to the public interest, and will provide the Settling Parties with repose from the Litigation. The Settling Parties faced significant risks, expense, and/or uncertainty from continued litigation of this matter, which further supports the Court's conclusion that the Class Settlement Agreement is fair, reasonable, adequate and in the best interests of the Settlement Class Members.

4. On \_\_\_\_\_, 2021, the Court entered a Preliminary Approval Order preliminarily certifying a Settlement Class, preliminarily approving the Class Settlement Agreement and directing Notice to the Settlement Class, and set a Final Approval Hearing to consider the final approval of the Class Settlement Agreement.

5. In the Preliminary Approval Order, the Court approved the Notice Program, the Long and Summary Notices, and Claim Form, and found that the form, content and method of giving notice to the Settlement Class satisfied the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provided the best notice practicable under the circumstances.

The Class Notice and Notice Program were reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the scope of the Settlement Class, the terms of the Class Settlement Agreement, the right of Settlement Class Members to object to the Class Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Class Settlement Agreement.

6. Based on the evidence and information supplied to the Court in connection with the Final Approval Hearing held on \_\_\_\_\_, 2021, the Court finds that the Notice Program, set forth in the Class Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Class Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the Class Settlement Agreement, to object and appear at the Final Approval Hearing, and to receive benefits under the Class Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

7. The Court finds that Defendant has complied with the requirements of 28 U.S.C. § 1715.

8. For purposes of the Class Settlement Agreement and pursuant to the Class Settlement Agreement, the Court certifies the following Settlement Class:

All individuals residing in the United States who were sent an Incident Notice in or about June 26, 2020, concerning the Data Incident that occurred between May 10, 2020 and May 28, 2020, and any Person asserting a right to a Released Claim through that individual.

9. Excluded from the Settlement Class is any judge presiding over this matter and any members of their first degree relatives, judicial staff, the officers and directors of Defendant, Settlement Class Counsel and their first degree relatives, and persons who timely and validly submitted Requests for Exclusion from the Settlement Class.

10. The Court incorporates its preliminary conclusions in the Preliminary Approval Order and Final Approval Order regarding the satisfaction of Federal Rules of Civil Procedure 23(a) and 23(b). Because the Settlement Class is certified solely for purposes of settlement, the Court need not address any issues of manageability for litigation purposes.

11. The Court approves the settlement of the Litigation as set forth in the Class Settlement Agreement. The Court finds that the Class Settlement Agreement is fair, reasonable, adequate and in the best interests of Settlement Class Members and satisfies the requirements of Federal Rule of Civil Procedure 23. The Class Settlement Agreement was negotiated at arm's-length, in good faith and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the risks inherent in litigating the Litigation, and with the active involvement of the Settling Parties. Moreover, the Class Settlement Agreement confers substantial benefits on the Settlement Class Members, is not contrary to the public interest, and will provide the Settling Parties with repose from the Litigation. The Settling Parties faced significant risks, expense, and/or uncertainty from continued litigation of this matter, which further supports the Court's conclusion that the Class Settlement Agreement is fair, reasonable, adequate and in the best interests of the Settlement Class Members.

12. The Court has reviewed Settlement Class Counsel's motion for an award of attorneys' fees, costs, and expenses and for a Service Award for Representative Plaintiff, and the exhibits, memoranda of law, and other materials submitted in support of that motion. Defendant

has not opposed the motion for a service award of \$5,000.00 to be paid consistent with the Class Settlement Agreement and the application for an award of attorneys' fees in the amount of \$126,588.00 and unreimbursed litigation expenses in the amount of \$\_\_\_\_\_ to be paid consistent with the Class Settlement Agreement. The Court finds that Settlement Class Counsel's request for attorneys' fees and expenses is fair, reasonable, and appropriate and hereby awards fees and expenses to Settlement Class Counsel in the aggregate amount of \$\_\_\_\_\_ and a service award to the Representative Plaintiff in the amount of \$\_\_\_\_\_, to be paid out of the Settlement Fund in accordance with the terms of the Class Settlement Agreement.

13. The Court approves the Settlement Consideration described in, and pursuant to, the Class Settlement Agreement. The Court directs Defendant to fund a Settlement Fund, consisting of Three Hundred and Eighty-Three Thousand Six-Hundred Dollars and no cents (\$383,600.00) in the manner described in Paragraph 2.2 of the Class Settlement Agreement, which shall be used to pay all Settlement Costs as described in Paragraph 1.42 of the Class Settlement Agreement.

14. If any money remains in the Settlement Fund after the payment of all Settlement Costs, the Settling Parties shall return to the Court seeking direction as to the disposition of these funds, including the selection of a *cy pres* recipient, pursuant to Paragraph 7.9 of the Class Settlement Agreement.

15. For purposes of Injunctive Relief, the Court adopts and incorporates the definitions and meanings of the defined terms set forth in the Class Settlement Agreement. The terms of this Injunctive Relief section reflect Paragraph 2.7 of the Class Settlement Agreement and shall not be construed to impose any obligations or requirements in addition to those set forth in the Class Settlement Agreement. Specifically, Defendant shall, within ninety (90) days of the Effective Date, if it has not already done so, further develop, implement, and maintain a comprehensive

information security program that is reasonably designed to protect the security, integrity, and confidentiality of Personal Information that Defendant collects or obtains from Consumers (collectively, the “ISP”). The Defendant’s ISP shall be written and shall contain administrative, technical, and physical safeguards appropriate to: (i) the size and complexity of Defendant’s operations; (ii) the nature and scope of Defendant’s activities; and (iii) the sensitivity of the Personal Information that Defendant maintains. Defendant may satisfy the requirement to implement and maintain the ISP through review, maintenance, and, as necessary, updating of an existing information security program or existing safeguards to ensure that the ISP is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Personal Information; and upgrading information safeguards as necessary to limit risks.

Defendant will implement, if it has not already done so, the following as part of its ISP:

- (a) Defendant shall employ an executive or officer with appropriate credentials, background, and expertise in information security who shall be responsible for overseeing the implementation and maintenance of the ISP;
- (b) Defendant shall provide security awareness and privacy training to all of Defendant’s personnel whose jobs involve access to Defendant’s network or responsibility for Personal Information appropriate to the personnel’s job responsibilities and functions;
- (c) Defendant’s ISP shall be reasonably designed and implemented for the appropriate handling and investigation of Security Events involving Personal Information collected from Consumers;
- (d) Defendant shall comply with Payment Card Industry Data Security Standards (PCI DSS) and must provide proof to Settlement Class Counsel

within 90 days of the Effective Date of the Class Settlement Agreement, that PCI annual assessment was completed;

- (e) Defendant shall maintain an appropriate system to collect logs and monitor network activity to ensure that Security Events are reviewed and that appropriate follow-up and remediation are taken with respect to Security Events;
- (f) Defendant shall, to the extent technically feasible, implement reasonable controls to manage the access of any device attempting to connect to Defendant's environment through hardware or software tools such as firewalls, authentication credentials, or other such access-restricting mechanism;
- (g) Defendant shall require two-factor authentication both for Defendant's system administrator accounts and for remote access to Defendant's network; and
- (h) Defendant shall implement and maintain a risk-based penetration testing program reasonably designed to identify, assess, and remediate potential security vulnerabilities within Defendant's environment. Such testing shall occur on at least an annual basis.

16. The Court has reviewed all objections to the Class Settlement Agreement and finds that they do not warrant or support rejection or non-approval of the Class Settlement Agreement. All objections are hereby overruled in all respects. All persons who did not object to the Settlement in the manner set forth in the Class Settlement Agreement are deemed to have waived any objections, including but not limited to by appeal, collateral attack, or otherwise.

17. The Opt-Out Members who made valid and timely Requests for Exclusion are excluded from the Class Settlement Agreement and the Settlement Class. The Opt-Out Members are not bound by the Class Settlement Agreement, the Final Approval Order, or this Final Judgment and shall not be entitled to any of the benefits afforded to Settlement Class Members under the Class Settlement Agreement.

18. Each Settlement Class Member, including Representative Plaintiff, are: (1) deemed to have completely and unconditionally released, forever discharged and acquitted Defendant and the Released Parties from all claims arising out of or asserted in the Litigation and all Released Claims released under the Class Settlement Agreement (including Unknown Claims); and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full terms of the release described in this paragraph are set forth in Paragraphs 1.33-1.34 and 8.1-8.2 of the Class Settlement Agreement and are specifically approved and incorporated herein by this reference (the “Releases”). In addition, Representative Plaintiff and Settlement Class Members are deemed to have waived: (i) the provisions, rights, and benefits conferred by California Civil Code § 1542, which provides that a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party; and (ii) any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542.

19. The Class Settlement Agreement, the Final Approval Order, and this Final Judgment apply to all claims or causes of action settled under the Class Settlement Agreement, and binds Representative Plaintiff and all Settlement Class Members who did not properly request

exclusion. The Class Settlement Agreement and this Final Judgment shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in any and all causes of action, claims for relief, suits, demands, petitions, or any other challenges or allegations that arise out of or relate to the subject matter of the Litigation and/or the Complaint.

20. This Final Judgment shall not be: (1) construed as an admission or concession by Defendant of the truth of any of the allegations in the Litigation, or of any liability, fault or wrongdoing of any kind; or (2) construed as an admission or concession by Representative Plaintiff or the Settlement Class as to any lack of merit of the claims or the Litigation.

21. The Class Settlement Agreement shall not constitute, and will not under any circumstances be deemed to constitute, an admission of wrongdoing or liability by any Settling Party, such wrongdoing and liability being expressly denied and no final adjudication having been made. The Settling Parties have entered into the Class Settlement Agreement solely as a compromise of all claims for the purpose of concluding the disputes between them, and the Class Settlement Agreement may not be used by any third party against any party. Pursuant to Federal Rule of Evidence 408, the entering into and carrying out of the Class Settlement Agreement, and any negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an admission or concession by any of the Settling Parties or a waiver of any applicable statute of limitations, and shall not be offered or received into evidence in any action or proceeding against any Settling Party in any court, administrative agency or other tribunal for any purpose whatsoever.

22. This Final Judgment shall constitute a judgment for purposes of Rule 58 of the Federal Rules of Civil Procedure.

23. The Class Settlement Agreement, Final Approval Order, and this Final Judgment and all documents, supporting materials, representations, statements and proceedings relating to

the Settlement shall not be offered or received into evidence, and are not admissible into evidence, in any action or proceeding, except that the Class Settlement Agreement, the Final Approval Order, and Final Judgment may be filed in any action by Defendant or the Settlement Class Members seeking to enforce the Class Settlement Agreement, the Final Approval Order, and the Final Judgment.

24. Consistent with Paragraph 10.3 of the Settlement Agreement, if the Effective Date does not occur, the following will occur: (a) 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 so as to avoid prejudice to any Settling Party or litigant, which extension shall be subject to the decision of the Court; and (b) the terms and provisions of the Class 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 Class Settlement Agreement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc*.

25. Without in any way affecting the finality of this Final Judgment, the Court hereby retains jurisdiction over this Litigation and the Parties with respect to all matters relating to the interpretation, administration, consummation, implementation and enforcement of the Class Settlement Agreement and this Final Judgment for all purposes.

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26. The Court hereby dismisses the Litigation in its entirety with prejudice, and without fees or costs except as otherwise provided for herein.

**NOW, THEREFORE**, the Court hereby enters judgment in this matter pursuant to Rule 58 of the Federal Rules of Civil Procedure.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
HON. THOMAS M. DURKIN  
UNITED STATES DISTRICT COURT JUDGE

**EXHIBIT F**



counsel and the Claims Administrator. Based on its review of these papers, the Court finds that the Class Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations conducted with the assistance of Bruce Friedman, Esq. of JAMS during a day-long mediation session on January 7, 2021, through which the basic terms of the settlement were negotiated and finalized. The Court further observes that the Class Settlement Agreement is the product of an informal exchange of fact discovery. The terms of the Class Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Settlement Class and fall within the range of possible approval as fair, reasonable, and adequate.

3. The Court therefore GRANTS preliminary approval of the Class Settlement Agreement and all of the terms and conditions contained therein.

**PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

4. Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the Settlement Class defined in the Class Settlement Agreement as follows:

All individuals residing in the United States who were sent an Incident Notice in or about June 2020, concerning the Data Incident that occurred between May 10, 2020 and May 28, 2020 and any Person asserting a right to a Released Claim through that individual.

5. The Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes: the Settlement Class is so numerous that joinder of all members is impracticable; there are questions of law or fact common to the Settlement Class; the Representative Plaintiff's claims are typical of those of Settlement Class Members; and the Representative Plaintiff will fairly and adequately protect the interests of the Settlement Class.

6. The Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3) for settlement purposes: the questions of law or fact common to the Settlement Class predominate over individual questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

7. The Court hereby appoints William Riggs as the Settlement Class representative.

8. The Court hereby appoints as Settlement Class Counsel Carl Malmstrom of Wolf Haldenstein Adler Freeman & Herz LLC and M. Anderson Berry of Clayco C. Arnold, A Professional Law Corp.

**NOTICE AND ADMINISTRATION**

9. Pursuant to the Class Settlement Agreement, the Parties have designated Angeion Group, LLC as the Claims Administrator. Angeion Group, LLC shall perform all the duties of the Claims Administrator set forth in the Settlement Agreement.

10. The Court finds that the Class Notice and Notice Program set forth in the Class Settlement Agreement satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the scope of the Settlement Class, the terms of the Class Settlement Agreement, the right of Settlement Class Members to object to the Class Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. The Court therefore approves the Class Notice and Notice Program and directs the parties and the Claims Administrator to proceed with providing notice to Settlement Class Members pursuant to the terms of the Settlement Agreement and this Order.

11. The Claims Administrator shall commence the Notice Program within the time required by Paragraph 4 of the Class Settlement Agreement.

12. The Court also approves the Claim Form attached as Exhibit A to the Class Settlement Agreement.

**EXCLUSION AND OBJECTIONS**

13. Settlement Class Members who wish to opt-out and exclude themselves from the Settlement Class may do so by notifying the Claims Administrator in writing, postmarked no later than \_\_\_\_\_, 2021 (75 calendar days after entry of this Order). To be valid, each Request for Exclusion must be made in writing and: (a) state the Settlement Class Member's full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature or the original signature of a person authorized by law to act on the Settlement Class

Member's behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian or person acting under a power of attorney; and (c) state unequivocally the Settlement Class Member's intent to be excluded from the settlement. If a Settlement Class Member's Request for Exclusion covers a payment card that includes co-signers or co-holders on the same payment card account, the Settlement Class Member's Request for Exclusion shall be deemed to be properly completed and executed as to that payment card only if all co-signers or co-holders elect to and validly opt-out in accordance with the provisions of this Paragraph. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member; *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

14. All Settlement Class Members who do not opt-out and exclude themselves shall be bound by the terms of the Class Settlement Agreement upon entry of the Final Approval Order and Final Judgment.

15. Settlement Class Members who wish to object to the Settlement may do so by submitting a written objection only to the Court in accordance with the procedures outlined in the Class Notice, postmarked no later than \_\_\_\_\_, 2021 (75 calendar days after entry of this Order). The written objection must contain: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iii) a statement as to whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class; (iv) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any counsel representing the objector; (vi) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

16. Any Settlement Class Member who does not timely submit a written objection in accordance with these procedures and the procedures detailed in the Class Notice and Paragraph 6 of the Class Settlement Agreement shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Class Settlement Agreement and/or the Final Approval Order and Final Judgment by appeal or other means.

**FINAL APPROVAL HEARING**

17. The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2021 in the United States District Court, Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604.

18. At the Final Approval Hearing, the Court will consider whether: (a) the Class Settlement Agreement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified for settlement purposes only; (c) the Notice Program satisfies due process requirements; (d) Settlement Class Counsel’s motion for attorneys’ fees and costs should be granted; (e) the Service Award sought for Representative Plaintiff should be granted; (f) all claims in the First Amended Class Action Complaint should be dismissed with prejudice; (g) Defendant should be released and forever discharged; and (h) a Final Approval Order and Final Judgment should be entered.

19. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Settlement Class Members.

**DEADLINES**

Event	Date
Notice of Class Action Settlement completed as per Notice Program	
Class Counsel’s Motion for Attorneys’ Fees and Expenses Award and Representative Plaintiff’s Service Award	
Opt-Out and Objection Deadline	
Motion for Final Approval	
Replies in Support of Motion for Final Approval and Motion for Attorneys’ Fees and Costs	
Final Approval Hearing	

20. All proceedings and deadlines in this matter, except those necessary to implement

this Order and the settlement, are hereby stayed and suspended until further order of the Court.

21. All Settlement Class Members who do not validly opt-out and exclude themselves in accordance with the requirements of the Class Settlement Agreement are hereby enjoined from pursuing or prosecuting any of the Released Claims, as set forth in Paragraph 3.1 of the Class Settlement Agreement, until further order of the Court.

22. In the event that the Class Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) 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 so as to avoid prejudice to any Settling Party or litigant, which extension shall be subject to the decision of the Court; and (b) the terms and provisions of the Class 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, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc*.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
HON. THOMAS M. DURKIN  
UNITED STATES DISTRICT COURT JUDGE