UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

BRENDA BLAIR, Plaintiff, vs. JSP INTERNATIONAL GROUP LTD., Defendant.	Case No. 2:25-cv-01665-JHS

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release ("Settlement" or "Agreement"),[1] dated as of August 21, 2025, is entered into between Plaintiff Brenda Blair on behalf of herself and the Settlement Class on the one hand, and Defendant JSP International Group Ltd., on the other hand. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Background

1. Defendant JSP International Group Ltd. ("JSP"), headquartered in Pennsylvania, is a subsidiary of the Japan-based JSP Corporation, a global business that manufactures expanded polymers for the automotive, construction, civil engineering, and packaging markets.

2. In the course of operating its business, Defendant maintains a limited amount of personally identifiable information pertaining primarily to its past and present employees.

[1] All capitalized terms herein shall have the same meanings as those ascribed to them in Section II below.

3. On or about December 28, 2024, Defendant identified unusual network activity and commenced an investigation. Through their investigation, it was determined that certain files were copied from Defendant's systems without permission between December 26 and December 28, 2024 (the "Incident").

4. Upon review of the potentially compromised files, it was found that the types of information identified in the reviewed files varied by individual, but included data such as name, Social Security number, driver's license, and/or government identification number, medical information, health insurance and/or financial account information.

5. On February 7, 2025, Defendant sent written notification letters to approximately 1,351 affected persons, informing them that their Private Information had been potentially impacted in the Incident, and offering complementary credit monitoring services.

6. On March 31, 2025, Plaintiff Brenda Blair filed a Class Action Complaint. Thereafter, Class Counsel conducted extensive research on how the breach occurred, the type of information involved, the demographics of the Class, Defendant's response to the breach, and other related issues.

7. On April 24, 2025, Defendant filed a Motion to Dismiss. The Motion to Dismiss was fully briefed by the Parties.

8. While the Motion to Dismiss was pending, the Parties engaged in extensive arms-length negotiations and ultimately agreed upon the material terms of a Settlement.

9. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, or that could have been made in the Complaint, and to

avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and takes the position that it has defenses to such claims, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff has entered into this Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficient of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

16. "Action" means the lawsuit entitled: *Blair v. JSP International Group LTD.*, Case No. 2:25-cv-01665-JHS, currently pending in the United States District Court for the Eastern District of Pennsylvania.

17. "Application for Attorneys' Fees, Costs, and Service Award(s)" means the application made as part of or as a separate filing from (and Ordered by the Court) the Motion for

Final Approval seeking a Service Award for the Class Representative and Class Counsel's attorneys' fees and reimbursement for costs.

18. "Cash Payment" means compensation paid to Settlement Class Members who submit a valid Claim.

19. "Claim" means the submission of a Claim Form by a Claimant.

20. "Claim Form" means the proof of claim, substantially in the form attached hereto as ***Exhibit 4***, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

21. "Claim Form Deadline" shall be sixty (60) days after the Notice Date and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

22. "Claimant" means a Settlement Class Member who submits a Claim Form.

23. "Class Counsel" means: Scott Edward Cole of Cole & Van Note.

24. "Class List" means a list of all individuals in the Settlement Class. Defendant shall prepare and provide the Class List to the Settlement Administrator for Notice using information in its records. Class List shall include the Settlement Class's names, email address (if available), postal address, and telephone number (if available).

25. "Class Representative" means the Plaintiff.

26. "Complaint" means the Class Action Complaint filed in the Action on March 31, 2025.

27. "Court" means the United States District Court for the Eastern District of Pennsylvania, and the Judge(s) assigned to the Action.

28. "Incident" means the alleged incident that occurred on or around the time period of December 26 and December 28, 2024, in which unauthorized third parties purportedly gained access and copied certain files from Defendant's systems without permission.

29. "Defendant" means JSP International Group Ltd.

30. "Defendant's Counsel" means Richard Haggerty of Mullen Coughlin LLC.

31. "Effective Date" means one (1) business day following the date by when both of the following have occurred: (i) the Court enters a Judgment on its Order Granting Final Approval of the Settlement, and (ii) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Settlement Class Member objects to the Settlement, the day the Court enters Judgment, (ii) if one or more Settlement Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment, or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

32. "Email Notice" means the email notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that the Settlement Administrator shall disseminate to the Settlement Class by email to those on the Class List for which Defendant possesses an email address.

33. "Escrow Account" means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

34. "Final Approval" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

35. "Final Approval Hearing" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Award(s).

36. "Final Approval Order" means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order will be attached as an exhibit to the Motion for Final Approval. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of Attorneys' Fees and Costs awarded to Class Counsel.

37. "Long Form Notice" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 3***, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

38. "Motion for Final Approval" means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

39. "Motion for Preliminary Approval" means the motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

40. "Notice" means the Email Notice, Postcard Notice, Long Form Notice, Settlement Website, and settlement telephone line that Plaintiff and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

41. "Notice Date" means thirty (30) days after the later of (i) the date that Defendant provides the Settlement Administrator with the Class List, and (ii) the Preliminary Approval Order is entered by the Court.

42. "Notice Program" means the methods provided for in this Agreement for giving Notice and consists of the Email Notice, Postcard Notice, Long Form Notice, Settlement Website, and Settlement telephone line.

43. "Notice of Deficiency" means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

44. "Objection Period" means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 60 days after the Notice Date, or such other date as ordered by the Court.

45. "Opt-Out Period" means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 60 days after the Notice Date, or such other date as ordered by the Court.

46. "Party" means the Plaintiff and the Defendant, individually; and "Parties" means Plaintiff and Defendant, collectively.

47. "Plaintiff" means Brenda Blair.

48. "Postcard Notice" means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that the Settlement Administrator shall disseminate to the Settlement Class by mail.

49. "Preliminary Approval" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached as an exhibit to the Motion for Preliminary Approval.

50. "Preliminary Approval Order" means the order preliminarily approving the Settlement and proposed Notice Program.

51. "Private Information" means Settlement Class Members' information that may have been exposed in the Incident, which may include Social Security numbers, driver's license and/or government identification numbers, medical information, health insurance and/or financial account information.

52. "Releases" means the releases and waiver set forth in Section XIII of this Agreement.

53. "Released Claims" means the claims described in Section XIII of this Agreement.

54. "Released Parties" means Defendant, and its past, present, and future parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, specifically including but not limited to JSP Corporation, and any and all of their past, present, and future directors, officers, employees, executives, officials, principals, shareholders, stockholders, heirs, agents, insurers, reinsurers, retrocessionaires, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, wholesalers, resellers, distributors, entities managed by Defendant, retailers, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on Defendant's behalf, in their capacity as such, and the predecessors, successors, and assigns of each of them. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

55. "Releasing Parties" means (i) Plaintiff and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entireties, agents, attorneys, (iii) any entities in which the Plaintiff and/or other participating

Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

56. "Service Award" shall mean the payment the Court may award the Plaintiff for serving as Class Representative.

57. "Settlement Administrator" means Angeion Group, LLC.

58. "Settlement Administration Costs" means all costs and fees of the Settlement Administrator regarding Notice and settlement administration.

59. "Settlement Class" means all persons whose Private Information was identified as being potentially accessed, compromised, or impacted in connection with the Incident. Excluded from the Settlement Class are (a) all persons who are governing board members of Defendant, (b) governmental entities, (c) the Court, the Court's immediate family, and Court staff and (d) any individual who timely and validly opts-out of the Settlement.

60. "Settlement Class Member" means any member of the Settlement Class.

61. "Settlement Class Member Benefit" means the benefits elected by Settlement Class Members described in Paragraph 68.

62. "Settlement Website" means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval.

63. "Unknown Claims" means any of the Released Claims that Plaintiff, any member of the Settlement Class, or any Releasing Party does not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known by them, might have affected his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object to, and/or participate in the Settlement.

64. "Valid Claim" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement, (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member, (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury, (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Settlement Benefits

65. Defendant will deposit into the Escrow Account sufficient funds for the Settlement Administrator to pay all Valid Claims within fifteen days of the Effective Date. In the event of any disputed claim, Defendant will deposit additional funds sufficient funds to pay any disputed claim that the Settlement Administrator resolves in favor of the Claimant within five (5) business days of being advised of the Settlement Administrator's resolution of the disputed claim.

66. As further described in Section V(69)(a), under no circumstances shall Defendant be obligated to pay or cause to be paid more than $100,000.00 for ordinary and extraordinary costs and lost time, in the aggregate. The minimum that Defendant will be required to pay to reimburse ordinary and extraordinary costs and lost time is $50,000. To the extent that legitimate claims from class members do not reach $50,000 in the aggregate, payments to class members will be increased on a *pro rata* basis.

67. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-l at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise shall be paid from the Escrow Account, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, the Plaintiff, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiff, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify

and hold Defendant, Defendant's Counsel, Plaintiff, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

68. Other than the payment of the monies as described in this Agreement, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the Escrow Account, investment of the or Escrow Account, payment of federal, state, and local income, employment, unemployment, excise and any other taxes, penalties, interest or other charges related to taxes imposed on the or Escrow Account or its disbursement, payment of administrative, legal, accounting, or other cost occasioned by the use or administration of the Escrow Account.

IV. Certification of the Settlement Class

69. Plaintiff shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this Action shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Consideration

70. **Claims-made Basis.** The Settlement shall be administered on a wholly claims-made basis. To receive relief, Settlement Class Members must submit a valid and timely claim to the Settlement Administrator. Claims will be subject to review for timeliness, completeness, and validity by the Settlement Administrator.

a. Settlement Floor and Claims Cap

The overall amount for all payments made by Defendant to Settlement Class Members shall be no less than fifty thousand dollars ($50,000) ("Settlement Floor") and not exceed one hundred thousand dollars ($100,000), both in the aggregate, exclusive of Settlement Administration Costs, Service Awards, and Attorney's Fees and Costs. To the extent the total amount of the Valid Claims does not exceed the Settlement Floor the Valid Claims shall be increased in an amount *pro rata* so that the Settlement Floor is met. To the extent the total amount of the Valid Claims exceeds $100,000 to Settlement Class Members, the Valid Claims shall be decreased in an amount *pro rata.*

b. Compensation for Ordinary Losses

Defendant will provide compensation for expenses and time expended addressing the Incident, up to a collective total of three hundred dollars ($300) per person. Compensation for Ordinary Losses shall be paid upon submission of a valid and timely claim form and supporting verifiable third-party documentation. Ordinary Losses are:

(1) Out-of-Pocket Expenses incurred as a result of the Incident, including, without limitation, out-of-pocket expenses incurred as result of the Incident, including unreimbursed bank fees, unreimbursed card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to the unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees, unreimbursed charges from banks or credit card companies, reasonable expenses relating to tax remediation efforts, and fees for credit reports, between December 26, 2024 and the date that the Motion for Preliminary Approval is filed;

(2) The cost of purchasing credit monitoring or other identity theft insurance products purchased between December 26, 2024, and the date that the Motion for Preliminary Approval is filed; and

(3) *Up to 3 hours of time spent*, at twenty dollars ($20.00) per hour for time spent dealing with the Incident between December 26, 2024, and the date that the Motion for Preliminary Approval is filed. Settlement Class Members must submit an attestation that they spent the claimed time responding to issues raised by the Incident. Settlement Class Members will also need to choose from a mutually agreeable array of activities for which they spent time dealing with the Incident for which they can be compensated.

c. **Compensation for Extraordinary Losses**

Defendant will provide compensation up to three thousand dollars ($3,000) per Settlement Class Member for proven extraordinary losses. Extraordinary losses are losses associated with identity theft, fraud, and other actual misuse of personal information, provided that:

(1) the loss is an actual documented and unreimbursed monetary loss;

(2) the claimant provides verifiable third-party proof to the Claims Administrator that that loss was proximately caused by the Incident;

(3) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring or identity monitoring insurance; and

(4) the loss occurred between the date of the Incident and the Claims Deadline.

Settlement Class Members with Extraordinary Losses must submit reasonable documentation supporting their claims to the Claims Administrator, postmarked or submitted online on or before the Claim Form Deadline.

71. **Assessing Claims For Ordinary Losses and Extraordinary Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member and whether the claim submission was timely. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation reflects valid Ordinary Losses actually and reasonably incurred and, for Extraordinary Losses, reflects losses that are "more likely than not caused by" the Incident; however, the Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making individual determinations. In assessing what qualifies as more likely than not caused by the Incident, the Settlement Administrator will consider (i) whether the timing of the loss occurred on or after December 26, 2024, (ii) whether the Private Information used to commit identity theft or fraud consisted of the type of Private Information identified in Defendant's Notice of the Incident, and (iii) whether the documentation is valid and credible. The Settlement Administrator is authorized

to contact any Settlement Class Member (by email, telephone, or U.S. Mail) to seek clarification regarding a submitted claim prior to deciding its validity and may also consider evidence provided by Defendant.

72. **Assessing Claims for Attested Time.** Settlement Class Members may submit claims for up to three (3) hours of time spent addressing the Incident, as noted in Section V(69)(b)(3). The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. Mail) to seek clarification regarding a submitted claim prior to deciding its validity.

73. **Credit Monitoring.** All Settlement Class Members shall be offered an additional, complimentary two years of 3-Bureau (3B) credit monitoring, which includes up to $1 million in identify theft insurance.

74. **Business Practice Changes** – The Parties agree, and hereby stipulate, that protecting the safety and integrity of Settlement Class Members' Private Information, responding to the Incident, underlying the claims in this litigation, and the claims in this litigation were substantial motivating factors for certain remedial efforts and business practices changes taken by Defendant following the Data Breach, which are estimated to cost Defendant approximately $330,000.00. Plaintiff has received assurances that Defendant will continue to take reasonable steps to further secure its systems and environments and that these efforts are intended to have a significant and lasting future impact on the safety and integrity of all Settlement Class Members' Private Information. Defendant has paid and will continue to pay the costs of these security enhancements separate and apart from the cash component paid to Class Members.

VI. <u>Settlement Approval</u>

75. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the Motion for Preliminary Approval.

76. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable, (2) provisionally certify the Settlement Class for settlement purposes only, (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement, (4) approve the Claim Form and Claim process, (5) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement, (6) stay the Action pending Final Approval of the Settlement and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

77. The Parties agree that, subject to Court approval, Angeion Group, LLC shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

78. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, administering the Settlement Fund, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

79. The Settlement Administrator's duties include to:

a. Complete the Court-approved Notice Program by noticing the Settlement Class by E-Mail Notice (where email addresses are available), Postcard Notice, sending Long Form Notices and paper Claim Forms on request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

b. Establish and maintain the Escrow Account approved by the Parties;

c. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

d. Establish and maintain the Settlement Website to provide important information about the Settlement and to receive electronic Claim Forms;

e. Establish and maintain an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;

f. Respond to any mailed Settlement Class Member inquiries;

g. Process all opt-out requests from the Settlement Class;

h. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Distribute Valid Claims by electronic means or by paper check;

k. Pay Court-approved Attorneys' Fees and Costs, and Service Award(s);

l. Pay Settlement Administration Costs following approval by Class Counsel and Defendant's Counsel;

m. Pay any required taxes; and

n. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel, including, verifying that the payments for Valid Claims have been properly distributed.

80. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination.

VIII. Notice to the Settlement Class

81. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than five days after entry of the Preliminary Approval Order.

82. Within 15 days following receipt of the Class List, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Notice shall be provided by email for all Settlement Class Members for whom Defendant possesses and email address. Postcard Notice shall be disseminated via U.S. Mail to the Settlement

Class's mailing addresses, to the extent known, for all other Settlement Class Members. Notice shall also be published on the Settlement Website.

83. The Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form, the Claim Form Deadline, the last day of the Opt-Out Period for individuals in the Settlement Class to opt-out of the Settlement Class, the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs and Service Award(s), the Final Approval Hearing date and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

84. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claims Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

85. **Opt-Outs –** The Long Form Notice also shall include a procedure for individuals in the Settlement Class to opt-out of the Settlement; and the Email and Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the Settlement Class at any time

during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim.

86. **Objections –** The Long Form Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award(s), and the Email and Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

87. For an objection to be considered by the Court, the objection must also set forth:

a. the name of this Litigation (*Blair v. JSP International Group LTD.,* Case No. 2:25-cv-01665-JHS);

b. the objector's full name, mailing address, telephone number, and email address (if any);

c. the specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

d. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award(s);

f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

h. the identity of all counsel (if any) representing the objector and whether they will appear and address the Court at the Final Approval Hearing;

i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

k. the objector's signature (an attorney's signature is not sufficient).

88. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

89. The Settlement Administrator shall perform reasonable address traces for those Email and Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned email and postcards through the Lexis/Nexis database that can be utilized for such purpose. Within five days after the Settlement Administrator's receipt of any Postcard Notices, the Settlement Administrator shall re-mail the Post Card Notice using any forwarding address provided by the USPS. The Settlement Administrator shall have no obligation to make further attempts to locate or send Summary Notice to Proposed Settlement Class Members whose Summary Notices is returned by the USPS a second time. In order to provide additional time for Settlement Class Members who are re-mailed a Postcard Notice pursuant to this Paragraph, the Parties have extended the Claim Form Deadline, Opt-Out Period, and Objection Period for all Proposed Settlement Class Members an additional fifteen (15) days from the original deadlines.

90. The Notice Program shall be completed no later than 60 days after the Notice Date.

IX. Claim Form Process and Disbursement of Cash Payments

91. The Notice will explain to the Settlement Class that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

92. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

93. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

94. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

95. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and

Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

96. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

97. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

98. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 10 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph.

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

99. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the

decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

100. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

101. No later than 30 days after the Effective Date, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

102. Cash Payments to Settlement Class Members will be made electronically or by paper check. Settlement Class Members who do not open their email or provide incorrect or incomplete electronic payment information shall receive a paper check in the mail. Settlement Class Members receiving payment by check shall have 90 days to negotiate the check.

X. Final Approval Order and Final Judgment

103. Plaintiff shall file the Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Award(s), no later than 45 days after the Notice Date. At the Final Approval Hearing, the Court may choose to hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Award(s). In the Court's discretion, the Court also may hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award(s), provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

104. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application

for Attorneys' Fees, Costs, and Service Award(s). Such proposed Final Approval Order shall, among other things:

a. Determine that the Settlement 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. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. <u>Service Awards, Attorneys' Fees and Costs</u>

105. **Service Awards –** In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representative, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Awards for the Class Representative in the amount not to exceed $2,500. If approved, the Service Award shall be paid in the form of a check to the Class Representative that is sent in care of Class Counsel within thirty (30) days of the Effective Date. The Service Award payments to the Class Representative shall be separate and apart from their entitlement to Settlement Class Member Benefits.

106. **Attorneys' Fees and Costs** – Class Counsel shall apply to the Court for an award of Attorneys' Fees and Costs of up to a maximum of $100,000. The Attorneys' Fees and Cost Award approved by the Court shall be paid by wire transfer or by check in accordance with the instructions to be provided by Class Counsel to an account designated by Class Counsel, and after completion of necessary forms by Class Counsel, including but not limited to properly completed and duly executed IRS Form W-9, along with any other necessary forms, within thirty (30) days of the Effective Date.

107. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and Service Award(s), and if the Court denies the application or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for Attorneys' Fees, Costs and Service Award(s) were not negotiated until after all material terms of the Settlement.

XII. Disposition of Residual Funds

108. The Parties will select a mutually agreeable *cy pres* recipient prior to the hearing on the Motion for Preliminary Approval and the Parties will request that the Court approve the *cy pres* recipient at that time. In the event there are funds remaining from uncashed checks 20 days following the 90-day check negotiation period, all remaining funds shall be distributed to the *cy pres* recipient.

XIII. Releases

109. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies

("Released Claims"), whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Incident or (b) any of the alleged violations of laws or regulations cited in the Complaint or the Action.

110. Plaintiff and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

111. Settlement Class Members, including Plaintiff, may hereafter discover facts other than, 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, or the law applicable to such claims may change. Nonetheless, Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Final Approval Order shall have, agreed that, as of the Effective Date, each such individual shall have automatically and irrevocably waived and fully, finally, and forever settled and released any and all Released Claims, including any and all known and unknown claim, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in

the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment from the Settlement.

112. For the avoidance of doubt, with respect to any and all Released Claims, the Parties stipulate and agree that upon Final Approval of this Settlement Agreement, the Class Representative shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, by federal law, or principle of common law or the law of any other jurisdiction, or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Class Representative acknowledges that they may 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 Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any unknown claims that the Class Representative may have, as that term is defined in this Paragraph. The Class Representative and Class Counsel acknowledge that the inclusion of unknown claims for the Class Representative in the Release was separately bargained for and was a material element of the Settlement Agreement.

113. Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits under the Settlement. With respect to the Released Claims, Plaintiff and Settlement Class Members, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiff and Settlement Class

Members explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiff and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims.

114. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiff and Settlement Class Members and (b) Plaintiff and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XIV. <u>Termination of Settlement</u>

115. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;

b. The Court has entered the Preliminary Approval Order substantially in the form attached to the Motion for Preliminary Approval;

c. The Court has entered the Final Approval Order substantially in the form attached to the Motion for Final Approval, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

116. If any of the conditions specified in the preceding paragraph are not met, then this Agreement shall be cancelled and terminated.

117. Defendant shall have the option to terminate this Agreement if more than 5% of the Settlement Class opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of their intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

118. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the parties shall jointly file a status report in the Court seeking to reopen the Action. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

119. In the event this Agreement is terminated or fails to become effective, all Settlement Class Member Benefits shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiff, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by Defendant. The Settlement Administrator shall return all remaining amounts in the Escrow Account to Defendant within 21 days of termination.

XV. <u>Effect of Termination</u>

120. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, Defendant's and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status quo

ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

121. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVI. No Admission of Liability

122. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint, and is of the position that it has good and meritorious defenses to such claims and contentions. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

123. Class Counsel believes the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel

fully investigated the facts and law relevant to the merits of the claims, and conducted an independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

124. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

125. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or the Settlement Class, or of any wrongdoing or liability 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 the Action or in any proceeding in any court, administrative agency, or other tribunal.

126. In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVII. <u>Miscellaneous Provisions</u>

127. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

128. Binding Effect. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

129. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

130. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

131. Integration and No Reliance. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

132. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

133. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the Commonwealth of Pennsylvania, without regard to the principles thereof regarding choice of law.

134. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

135. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

136. Notices. All notices provided for herein, shall be sent by email with a hard copy sent by first class mail to:

If to Plaintiff or Class Counsel:

Scott Edward Cole
Cole & Van Note
555 12th Street, Suite 2100
Oakland, CA 94607
sec@colevannote.com

If to Defendant or Defendant's Counsel:

Richard Haggerty
Mullen Coughlin LLC

426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
rhaggerty@mullen.law

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

137. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

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

139. Authority. Class Counsel (for Plaintiff and the Settlement Class), and Defendant's Counsel (for Defendant), represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

140. Agreement Mutually Prepared. Neither Plaintiff nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

141. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action and (b) that even if they 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 Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

142. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

143. Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

144. Representations/Warranties Regarding Other Potential Plaintiffs or Legal Claims. Class Counsel represents and warrants that they do not represent any clients, or have knowledge

of any potential clients, with claims or potential claims against the Released Parties aside from the Released Claims. Plaintiff and Class Counsel each represent and warrant that neither of them is aware of any potential Plaintiffs, or any attorney other than Class Counsel, who intends to make demands or bring litigation against the Released Parties. Plaintiff and Class Counsel each further represent and warrant that neither of them has been notified or otherwise informed of any such intention or consideration thereof. Plaintiff and Class Counsel each further represent and warrant that neither of them has been referred to any other attorney or any other individual alleging to have, asserting, pursuing, or seeking to pursue any claims against the Released Parties. Class Counsel represents and warrants that they have removed all advertisements, including social media posts, soliciting potential clients to pursue claims against Defendant or any of the Released Parties. Class Counsel further represents and warrants that they have removed any other publications, including social media posts, announcing, publicizing, or describing the Released Claims, to the extent published by Class Counsel.

145. Bar to Future Suits. Upon entry of the Final Approval Order, the Releasing Parties shall be enjoined from prosecuting any Released Claim in any proceeding against the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this paragraph.

Signature Page to Follow

PLAINTIFF

ID KP1fRox2uAvf7EATQJU9n6fx
____
BRENDA BLAIR

CLASS COUNSEL

____
SCOTT EDWARD COLE
COLE & VAN NOTE

DEFENDANT

____
JSP INTERNATIONAL GROUP LTD.

By: ______________________
Title: ______________________

DEFENDANT'S COUNSEL

____
RICHARD HAGGERTY
MULLEN COUGHLIN LLC

PLAINTIFF

____
BRENDA BLAIR

CLASS COUNSEL

____
SCOTT EDWARD COLE
COLE & VAN NOTE

DEFENDANT

____
JSP INTERNATIONAL GROUP LTD.

By: Gail Fincher
Title: President and CEO

DEFENDANT'S COUNSEL

Richard M. Haggerty
____
RICHARD HAGGERTY
MULLEN COUGHLIN LLC