

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Daniel Lopez Jr. (“Plaintiff”), individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 23) (together “Plaintiffs”), and *NLP, LLC, and NALS Apartment Homes LLC* (“Defendants”) (collectively the “Parties”), in the action *Daniel Lopez Jr. et al v. NLP, LLC, and NALS Apartment Homes LLC* alleging claims arising out of an alleged cybersecurity incident, pending in the Central District of California and assigned Case No. 2:24-cv-06403.

RECITALS

WHEREAS, Plaintiff alleges that Defendants failed to properly secure and safeguard Plaintiff’s and other current and former employees’ personal information (including their W-2 forms, containing their names, addresses and social security numbers), which was allegedly posted on the Dark Web as a result of a cybersecurity incident identified on or about December 2, 2023 (“Cybersecurity Incident”);

WHEREAS, Defendants expressly deny Plaintiff’s allegations and believe they possess strong legal defenses to Plaintiff’s claims;

WHEREAS, the Parties agree that the Settlement is a compromise of disputed claims, and not an admission of any liability or wrongdoing or an admission of the validity or truth of any claim, defense or counterclaim;

WHEREAS, this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “Action” means *Daniel Lopez Jr. et al v. NLP, LLC, and NALS Apartment Homes LLC*, No. 2:24-cv-06403, pending in the U.S. District Court for the Central District of California.
2. “Approved Claim” means the timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator or through the Claims Review Process.
3. “CAFA Notice” means a notice of the proposed Settlement sent pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711, et seq. (“CAFA”).
4. “Claim Form” or “Claim” means the form(s) Settlement Class Members must submit to be eligible for reimbursement of Out-of-Pocket Losses, Credit Monitoring Services, or Cash Compensation under the terms of the Settlement.

5. “Claims Deadline” means the deadline by which Settlement Class Members must submit valid Claim Form(s), which will occur ninety (90) days after the Notice Deadline.
6. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms.
7. “Claims Review Process” means the process for reviewing and determining whether Claims are valid as set forth in Paragraph 55.
8. “Court” means the United States District Court for the Central District of California.
9. “Credit Monitoring Services” means the twenty-four (24) months of credit monitoring services offered through one of the national credit bureaus as described in Paragraph 47.
10. “Defendants’ Counsel” means Vassi Iliadis of Hogan Lovells US, LLP and Sarah Hutchins and Stephen Carey of Parker Poe Adams & Bernstein LLP.
11. “Effective Date” means one business day following the latest of: (a) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment, or the date of entry of the Final Approval Order and Judgment if no person or entity has standing to appeal other than the Parties; (b) if there is an appeal or appeals, the date on which the Final Approval Order and Judgment is affirmed without material modification and is no longer subject to judicial review; or (c) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari.
12. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys’ fees, costs, and litigation expenses in connection with this Action.
13. “Final Approval Order and Judgment” means an order and judgment, substantially in the form annexed hereto as **Exhibit L**, that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23, and is consistent with all material provisions of this Agreement.
14. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgment.
15. “Litigation Costs and Expenses” means costs and expenses incurred by Settlement Class Counsel in connection with commencing, prosecuting, and settling the Action.
16. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the forms attached hereto as **Exhibit A** (“Email Notice”), **Exhibit B** (“Double Postcard Claim Form”), **Exhibit C** (“Long Form Notice”), **Exhibit D** (“Claim Form”), **Exhibit E** (“Exclusion Form”), **Exhibit F** (“Spanish Email Notice”), **Exhibit G** (“Spanish Double Postcard Claim Form”), **Exhibit H** (“Spanish Long Form Notice”), **Exhibit I** (“Spanish Claim Form”), **Exhibit J** (“Spanish Exclusion Form”).
17. “Notice Deadline” means the last day by which Notice is sent to the Settlement Class Members, and occurs thirty (30) days after entry of the Preliminary Approval Order.

18. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating, and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.
19. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.
20. “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 prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.
21. “Opt-Out Deadline” is the last day on which a Settlement Class Member may submit a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.
22. “Out-of-Pocket Losses” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Cybersecurity Incident, and that have not already been reimbursed by a third party, as set forth in Paragraph 47. Out-of-Pocket Losses may include, without limitation, bank fees, postage, copying, mileage, telephone charges, and notary charges, and costs incurred as a result of purchasing credit monitoring or other identity theft insurance services, between December 2, 2023, and the Claims Deadline.
23. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 67.
24. “Personal Information” means information that identifies an individual or in combination with other information can be used to identify, locate, or contact an individual. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement.
25. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2), and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit K**.
26. “Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from any of the facts alleged in the Class Action Complaint concerning the Cybersecurity Incident, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

27. “Released Parties” means Defendants and each and every of their respective predecessors, their current, former, and future related or affiliated entities of any nature whatsoever, parents or subsidiaries whether direct or indirect, as well as customers, representatives, officers, agents, advisors, stockholders, vendors, directors, employees, insurers, reinsurers, successors, assigns, and attorneys.
28. “Releasing Parties” means the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their respective behalves.
29. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 67.
30. “Service Award Payment” means compensation awarded by the Court and paid to the Class Representative in recognition of his role in this Action as set forth in Paragraph 82.
31. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.
32. “Settlement Administrator” means the third-party administrator selected by the Parties.
33. “Settlement Class” means current and former employees of Defendants who reside in the United States and whose information was impacted by the Cybersecurity Incident.
34. “Settlement Class Counsel” means Joshua Swigart of Swigart Law Group APC and Ben Travis of Ben Travis Law, APC.
35. “Settlement Class List” means the list of Settlement Class Members and their contact information.
36. “Settlement Class Member” means an individual who falls within the Settlement Class definition.
37. “Settlement Class Representative” means the named Plaintiff Daniel Lopez.
38. “Settlement Fund” means Four Hundred Thirty-Five Thousand Dollars (\$435,000.00), which is the limit and extent of Defendants’ monetary obligations with respect to the settlement and shall be the sole and exclusive source of all costs of the Settlement, including payment to Settlement Class Members, Notice and Administrative Expenses (not including the cost of serving notices under the CAFA, 28 U.S.C. § 1715), payments made to resolve any disputed claims, Taxes and Tax-Related Expenses, any Fee Award and Costs, and any Service Award Payment.
39. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Section IV.
40. “Settlement Website” means the website that the Settlement Administrator will create to provide Settlement Class Members with notice of and information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 63.
41. “Taxes and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendants with respect to any

income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

II. SETTLEMENT FUND

42. **Establishment of Settlement Fund.** Within ten (10) business days of the entry of the Preliminary Approval Order, Defendants shall cause to be deposited \$100,000 into an account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator, Defendants, and Class Counsel, to cover the Settlement Administrator's reasonable set-up costs, notice, and early administration costs. Defendants shall deposit the balance of the Settlement Fund (\$335,000) into the same account within ten (10) business days following the Effective Date. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendants within five (5) days of the entry of the Preliminary Approval Order.
43. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Settlement Agreement, upon request of any of the Parties.
44. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 76.
45. **Use of the Settlement Fund.** As further described in this Settlement Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (1) reimbursement for Out-of-Pocket Losses, Credit Monitoring Services, and Cash Compensation; (2) Notice and Administrative Expenses; (3) Fee Award and Costs as awarded by the Court; (4) Service Award Payment as awarded by the Court; and (5) Taxes and Tax-Related Expenses. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Settlement Agreement or approved by the Court. Responsibility for effectuating payments described in this Paragraph shall rest solely with the Settlement Administrator and neither Defendants nor Defendants' agents shall have any responsibility whatsoever with respect to effectuating such payments.
46. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund

shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by the Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. The Settlement Class Representative and Settlement Class Members shall be solely responsible for the federal, state, and local tax consequences to them of the receipt of funds from the Settlement Fund pursuant to this Agreement.

III. SETTLEMENT BENEFITS AND REIMBURSEMENT

47. The Settlement Administrator will make the following benefits available to Settlement Class Members who submit valid and timely Claim Forms, as described below:
 - a. **Claims for Out-of-Pocket Losses.** A Settlement Class Member may seek Out-of-Pocket Losses up to a total of \$2,000 per claimant. A loss is an Out-of-Pocket Loss if it is:
 - i. An actual, unreimbursed monetary loss supported by an attestation that the Settlement Class Member believes the unreimbursed loss was incurred as a result of the Cybersecurity Incident; and
 - ii. Supported by reasonable documentation, which may include credit card statements, invoices, telephone records, and receipts. Personal certifications, declarations, or affidavits standing alone do not constitute reasonable documentation, but may provide clarification or context for other documentation that is submitted.
 - iii. Out-of-Pocket Losses may include the following unreimbursed losses:
 1. Miscellaneous costs such as bank fees, postage, copying, mileage, telephone charges, and notary charges; and
 2. Costs incurred as a result of purchasing credit monitoring or other identity theft insurance services between the date of the Cybersecurity Incident and end of the claims period.
 - b. **Credit Monitoring Services.** A Settlement Class Member may submit a claim for twenty-four (24) months of credit monitoring services (“Credit Monitoring Services”). All Settlement Class Members can select this benefit on a Claim Form. The Credit Monitoring Services will include credit monitoring through one of the national credit reporting bureaus.
 - c. **Cash Compensation.** A Settlement Class Member may submit a claim for cash compensation initially set at \$50.00 (“Cash Compensation”), which is subject to pro rata increase or decrease as described below.
48. **Pro Rata Adjustment of Benefits.** If the total amount of valid claims for Out-of-Pocket Losses, Credit Monitoring Services, and Cash Compensation submitted during the Claims Period exceeds the amount of money available in the Settlement Fund, after payments for all other settlement costs have been accounted for, the amount of each valid claim for Out-of-Pocket Losses and Cash Compensation will be reduced proportionally.
49. **Pro Rata Increase.** If the total amount of valid claims for Out-of-Pocket Losses, Credit Monitoring Services and Cash Compensation submitted during the Claims Period is less than the amount of money

remaining in the Settlement Fund, after payments for all other settlement costs as set forth this Agreement have been accounted for, then the Settlement Administrator will increase on a pro rata basis payments of the remaining money in the Settlement Fund to each Settlement Class Member that submitted a valid Cash Compensation claim.

50. **Cy Pres Distribution.** If there is any balance remaining in the Settlement Fund 90 days after the Settlement Administrator completes the process for stopping payment on any checks that remain uncashed, the Parties will return to the Court seeking direction as to the disposition of these funds, including the selection of a cy pres recipient. The funds distributed pursuant to the cy pres provision set forth in this Paragraph shall not be considered unclaimed property under any law.
51. **Administration and Notice.** The costs of the Settlement Administrator approved by the Court, including Notice and Administrative Expenses, will be paid from the Settlement Fund.
52. **Attorneys' Fees and Costs.** Class Counsel will move the Court for an award of attorneys' fees not to exceed 25% of the Settlement Fund plus litigation costs. After the Effective Date, the Settlement Administrator will pay the Fee Award and Costs approved and awarded by the Court from the Settlement Fund. The finality or effectiveness of the Settlement shall not depend on the amount or timing of any Fee Award and Costs approved and awarded by the Court or any appeal thereof.
53. **Service Award.** Settlement Class Counsel will seek no more than \$4,000 for a Service Award on behalf of Plaintiff. After the Effective Date, the Settlement Administrator will pay the Service Award approved and awarded by the Court from the Settlement Fund. The finality or effectiveness of the Settlement shall not depend on the amount or timing of any Service Award approved and awarded by the Court or any appeal thereof.

IV. CLAIMS PROCESS AND PAYMENTS

54. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such.
55. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a Claim for Out-of-Pocket Losses, Credit Monitoring Services, or Cash Compensation is valid.
 - a. The Settlement Administrator will verify that each person who submits a Claim Form is a Settlement Class Member.
 - b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
 - c. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendants as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

- d. To the extent the Settlement Administrator determines that a Claim Form is deficient, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide them with twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class member within ten (10) days of that determination. The Settlement Administrator may consult the Parties in making these determinations.
- e. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to a mutually agreed-upon third party neutral who will serve as the claims referee. If the Parties cannot agree on a claims referee, the Parties will submit proposals to the Court, and the Court shall have final, non-appealable authority to designate the claims referee. The decisions of the claims referee regarding the validity of claims will be final and non-appealable.

56. **Payment.** After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Out-of-Pocket Losses, Credit Monitoring Services, and Cash Compensation prior to issuing any Settlement Payments.

57. **Timing.** Settlement Payments shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue.

58. **Returned Checks.** For any Settlement Payments returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Payments issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance.

59. **Voided Checks.** In the event a Settlement Payment becomes void, the Settlement Class Member to whom that Settlement Payment was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Payment, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Payments that remain uncashed.

60. **Deceased Settlement Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the

Participating Settlement Class Member is deceased and after consultation with Settlement Class Counsel and Defendants' Counsel.

V. SETTLEMENT CLASS NOTICE

61. **Timing of Notice.** Within seven (7) days after entry of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator subject to the Settlement Administrator signing any Business Associate Agreement requested by Defendants. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.
62. **Form of Notice.** Notice shall be disseminated via email or postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List for whom a valid email address or mailing address exists. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice, in a form substantially similar to that attached hereto as **Exhibit B**, sponsored search listings, and any additional form of notice that is reasonable, as determined by Settlement Class Counsel, Defendants' Counsel, and the Settlement Administrator. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendants' Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via email that bounce back as undelivered, the Settlement Administrator shall send a postcard notice through First Class U.S. Mail to the Settlement Class Member, to the extent a valid mailing address exists. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts to identify an updated mailing address and resend the postcard notice if a valid updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such approval.
63. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and/or service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.
64. **Cost of Notice and Administration.** The Settlement Fund amount provided by Defendants, or on behalf of Defendants, will pay the entirety of the Notice and Administrative Expenses, including the cost of Notice. Notice and Administrative Expenses shall be paid through the Settlement Fund and are limited to the Settlement Fund amount.

65. The Parties, Settlement Class Counsel, and Defendants' Counsel shall not have any liability whatsoever with respect to (1) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (2) the management, investment or distribution of the Settlement Fund; (3) the formulation, design or terms of the disbursement of the Settlement Fund; (4) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (5) any losses suffered by or fluctuations in the value of the Settlement Fund; or (6) the payment or withholding of any Taxes and Tax-Related Expenses.
66. Within ten (10) business days following the filing of the motion for preliminary approval of class action settlement, Defendants shall cause a CAFA Notice to be served upon appropriate State and Federal officials. All expenses incurred in connection with the preparation and service of the CAFA Notice shall be borne by Defendants and under no circumstances will be borne by Plaintiff, or Settlement Class Counsel, and will not be payable from the Settlement Fund.

VI. OPT-OUTS AND OBJECTIONS

67. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.
 - a. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.
 - b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported Requests for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
 - c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs who have submitted a Request for Exclusion and have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all Requests for Exclusion received. In the event that there are more than forty-five (45) Opt-Outs, Defendants may, by notifying Settlement Class Counsel in writing, void this Agreement as set forth in Paragraph 76 below.
 - d. All persons who opt out shall not receive any benefits or be bound by the terms of this Agreement. All persons falling within the definition of the Settlement Class who do not opt out shall be bound by the terms of this Agreement and the Final Approval Order and Judgment.

68. Objections. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by filing written objections with the Court no later than the Objection Deadline. The written objection must include:

- a. The name of the proceedings;
- b. The Settlement Class Member's full name, current mailing address, and telephone number;
- c. A statement that states with specificity the grounds for the objection, as well as any documents supporting the objection;
- d. A statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- e. The identity of any attorneys representing the objector;
- f. A statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
- g. A list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and
- h. The signature of the Settlement Class Member or the Settlement Class Member's attorney.

Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all the objections submitted.

VII. DUTIES OF THE SETTLEMENT ADMINISTRATOR

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

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice program to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court;
- c. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;

- h. Reviewing, determining the validity of, and processing all Claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendants' Counsel;
- j. Working with the provider of Credit Monitoring Services to receive and send activation codes after the Effective Date to Settlement Class Members who submitted valid Claims for Credit Monitoring Services;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendants' Counsel that include information regarding the number of Settlement Checks mailed and delivered or checks sent via electronic means, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments or Notice;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or at the agreed-upon instruction of Settlement Class Counsel or Defendants' Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

70. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided for in this Agreement or by court order.

VIII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

71. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Excluded from the Settlement Class are (i) Defendants, their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person 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 Cybersecurity Incident or who pleads nolo contendere to any such charge. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendants reserve the right to contest class certification for

all other purposes. The Parties further stipulate to designate the Class Representative as the representative for the Settlement Class.

72. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court on or before March 4, 2025. Settlement Class Counsel shall provide Defendants' Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendants are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit K**.
73. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit L**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing that is no earlier than 120 days after entry of the Preliminary Approval Order and at least 90 days after Defendants notify government officials of this Settlement Agreement pursuant to CAFA, 28 U.S.C. § 1715. Settlement Class Counsel shall provide Defendants' Counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendants are addressed.
74. **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 retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose. The Court's jurisdiction shall continue until all settlement administration matters have been resolved.

IX. MODIFICATION AND TERMINATION

75. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.
76. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendants shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within seven (7) days of either of the following: (a) the Court's refusal to grant preliminary approval of the Settlement in any material respect; or (b) Defendants' receipt of the opt-out list from the Settlement Administrator that includes more than forty-five (45) Opt-Outs, which right may be exercised solely by Defendants; or (2) within fourteen (14) days of either of the following: (a) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (b) the date upon which the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court. This Agreement shall terminate five (5) days after such written notice is provided.

77. Effect of Termination. In the event of a termination as provided in Paragraph 76, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement 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 claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated. If Defendants void the Settlement Agreement, Defendants will be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Settlement Class Counsel and the Service Award to the Settlement Class Representative and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

X. RELEASES

78. The Release. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all Released Claims, including Unknown Claims.

79. Unknown Claims. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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.

80. Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Settlement Class Representatives, the Settlement Class, and the Releasing Parties acknowledge 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 they may have, as that term is defined in this Paragraph. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

81. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Settlement Class Members shall be enjoined from initiating, asserting, or

prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of 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 and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

XI. SERVICE AWARD PAYMENTS

82. **Service Award Payment.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representative in recognition for his contributions to this Action. Defendants agree not to oppose Settlement Class Counsel's request for a service award not to exceed Four Thousand Dollars and Zero Cents (\$4,000.00). To the extent more than \$4,000.00 is sought, Defendants reserve all rights to object and oppose such a request. Within ten (10) business days after the Effective Date the Settlement Administrator shall pay the service award from the Settlement Fund directly to the Settlement Class Representative. Defendants' obligations with respect to the Court-approved service awards shall be fully satisfied upon receipt of the funds by the Settlement Class Representative. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendants be responsible for any tax obligations or payments associated with the amount paid directly to the Settlement Class Representative. To the extent the Effective Date does not occur, Defendants shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.
83. **No Effect on Agreement.** The finality or effectiveness of the Settlement shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XII. ATTORNEYS' FEES, COSTS, EXPENSES

84. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for an award of attorneys' fees and Litigation Costs and Expenses in an amount not to exceed 25% of the Settlement Fund and reimbursement of costs and expenses in an amount not to exceed \$25,000. Defendants agree not to oppose Settlement Class Counsel's request for an award of attorneys' fees not to exceed 25% of the Settlement Fund and reimbursement of costs and expenses in an amount not to exceed \$25,000. If Settlement Class Counsel seek more than 25% of the Settlement Fund and reimbursement of costs or expenses in an amount exceeding \$25,000, Defendants reserve all rights to object and oppose such requests. Within ten (10) business days after the Effective Date the Settlement Administrator shall pay the attorneys' fees and expenses from the Settlement Fund to an account established by Settlement Class Counsel. The attorneys' fees and expenses will be allocated by Settlement Class Counsel. Defendants' obligations with respect to the Court-approved attorneys' fees and expenses shall be fully satisfied upon receipt of the funds into the account established by Settlement Class Counsel. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of attorneys' fees or expenses. Nor shall Defendants be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendants shall have no obligation to pay any

attorneys' fees or expenses. The amount of attorneys' fees and expenses was negotiated after the primary terms of the Settlement were negotiated.

85. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of attorneys' fees and expenses approved and awarded by the Court or any appeal thereof. The amount and timing of attorneys' fees and expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of attorneys' fees or expenses shall constitute grounds for termination of this Agreement.

XIII. NO ADMISSION OF LIABILITY

86. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.
87. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) 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 Plaintiff; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action or in any proceeding in any court, administrative agency or other tribunal.

XIV. MISCELLANEOUS

88. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.
89. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.
90. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement that was reached voluntarily after consultation with legal counsel of their choice.
91. **Other Litigation.** Plaintiff and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendants or any Released Parties related to any of the allegations or claims alleged in the Action.
92. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

93. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.
94. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
95. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.
96. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.
97. **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 consulted in good faith.
98. **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.
99. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to the principles thereof regarding choice of law.
100. **Jurisdiction.** The Parties and each Settlement Class Member submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of the Agreement and its exhibits, but for no other purpose whatsoever.
101. **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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.
102. **Notices.** All notices to Settlement Class Counsel provided for herein, shall be sent by email to:

Joshua B. Swigart
SWIGART LAW GROUP, APC
2221 Camino Del Rio S., Suite 308
San Diego, CA 92108
josh@swigartlawgroup.com

Ben Travis
BEN TRAVIS LAW, APC
4660 La Jolla Village Drive, Suite 100
San Diego, CA 92122
ben@bentravislaw.com

All notices to Defendants provided for herein, shall be sent by email to:

Vassi Iliadis
HOGAN LOVELLS US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, California 90067
vassi.iliadis@hoganlovells.com

Sarah F. Hutchins
Stephen V. Carey
PARKER POE ADAMS & BERNSTEIN LLP
620 South Tryon, Suite 800
Charlotte, North Carolina 28202
sarahhutchins@parkerpoe.com
stevecarey@parkerpoe.com

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

PLAINTIFF

Dated: 06/02/2025



Daniel Lopez Jr.

DEFENDANT NLP, LLC

Dated: 6/2/25



Michael S. Lewbel

**DEFENDANT NALS APARTMENT HOMES
LLC**

Dated: 6/2/25



Michael S. Lewbel

APPROVED AS TO FORM

SWIGART LAW GROUP APC

Dated: 06/02/2025

BEN TRAVIS LAW, APC

Dated: 06/02/2025

By: B
Ben Travis
Attorney for Plaintiff

HOGAN LOVELLS US LLP

Dated: _____

By: Vassiliadis
Vassi Iliadis
Attorney for Defendants

EXHIBIT A

To: [Class Member Email Address]
From: Settlement Administrator
Subject: Notice of Proposed Class Action - Lopez v. NLP, LLC, and NALS Apartment Homes LLC

Notice ID: <<Notice ID Number>>

Confirmation Code: <<Confirmation Code>>



United States District Court, Central District
of California
*Lopez v. NLP, LLC, and NALS Apartment Homes
LLC*
Case No. 2:24-cv-06403-CV-SK

QR CODE

This is an important notice about a class action lawsuit.

Current and former employees of NLP, LLC or NALS Apartment Homes, LLC who reside in the U.S., and whose Personal Information was impacted by a Cybersecurity Incident identified in December 2023.

There is a Settlement of a lawsuit. You may be entitled to money.

To receive Settlement benefits, submit a Claim Form by [DATE]. To Opt Out of, or Object to the Settlement, you must take action by [DATE]. You can visit [website] to learn more.

Key things to know:

- You have been identified as a Settlement Class Member.
- If you take no action, you will still be bound by the Settlement, and you will not be able to sue the Defendants for the same issues.
- The Court will hold a hearing on [DATE] at [TIME] at [COURTHOUSE NAME AND ADDRESS] to decide whether to approve the Settlement.
- The lawsuit alleges that the Defendants failed to implement or follow reasonable data security procedures, and in doing so, violated the law. Plaintiff asserts eight different

claims, including negligence, invasion of privacy, and alleged violation of the California Consumer Privacy Act. The Defendants deny all claims alleged against them and deny any charges of wrongdoing or liability.

- Please visit [Website] to fill out a Claim Form. There are three categories of benefits available: (1) two years of free, one-bureau credit monitoring services; (2) up to \$2,000 for documented out-of-pocket losses incurred as a result of the Cybersecurity Incident; and (3) a cash payment that will be increased or decreased on a pro rata basis depending on the number of valid claims submitted.
- If you choose to Opt Out of the Settlement, you can download a Request for Exclusion Form on the website.
- This notice is only a summary. You can learn more by scanning the QR code, visiting [WEBSITE] or calling toll-free [1-XXX-XXX-XXXX].

[Unsubscribe](#)

EXHIBIT B



QR Code

Class Action Notice

Authorized by the U.S. District Court

Current and former employees of NLP, LLC or NALS Apartment Homes, LLC who reside in the U.S., and whose Personal Information was impacted by a Cybersecurity Incident identified in December 2023

There is a Settlement of a lawsuit. You may be entitled to money.

To receive Settlement benefits, submit a Claim Form by DATE. To Opt Out of, or Object to the Settlement, you must take action by DATE.

You can visit [website] to learn more and to submit a Claim Form electronically.

Key things to know:

- You have been identified as a Settlement Class Member.
- If you take no action, you will still be bound by the settlement, and you will not be able to sue the Defendants for the same issues.
- The Court will hold a hearing on [DATE] at [TIME] at [COURTHOUSE NAME AND ADDRESS] to decide whether to approve the Settlement.
- The lawsuit alleges that Defendants failed to implement or follow reasonable data security procedures, and in doing so, violated the law. Plaintiff asserts eight different claims, including negligence and invasion of privacy. The Defendants deny all claims and any charges of wrongdoing or liability.



This is an important notice about a class action lawsuit.

This notice is only a summary. You can learn more by scanning the QR code, visiting [WEBSITE] or calling toll-free [1-XXX-XXX-XXXX].

Lopez Data Security Settlement
c/o Settlement Administrator
#418
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

To submit a claim for Credit Monitoring and/or a Pro Rata Cash Payment, please complete the form below, sign, and mail this portion of the postcard to the Settlement Administrator **by no later than DATE**. You can also fill out a Claim Form easily online at **WEBSITE**. You may choose both Credit Monitoring and a Pro Rata Cash Payment. *Claims for Out-of-Pocket Losses require supporting documentation and therefore must be submitted online at **WEBSITE** or by downloading a Claim Form from the Settlement Website to complete and mail to the Settlement Administrator.*

*If you want to opt out of the Settlement, do not complete this claim form. Visit **WEBSITE** for instructions on how to opt out.*

Do you want to receive two (2) years of one-bureau Credit Monitoring? YES NO

Please provide your email address: _____

Do you want to receive a Pro Rata Cash Payment? YES NO

The amount of the Cash Payments will be increased or decreased on a pro rata basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

Payment Options: PayPal Venmo Zelle Virtual Prepaid Card Check

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

Attestation and Signature

I swear and affirm under penalty of perjury pursuant to laws of the United States of America that the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information before my claim is considered complete and valid.

Signature: _____ Date (mm/dd/yyyy): ____/____/____ Print Name: _____

The deadline to submit this form is DATE. Questions? Visit **WEBSITE or call 1-XXX-XXX-XXXX.**

Lopez Data Security Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EXHIBIT C



**United States District Court
Central District of California**

Lopez v. NLP, LLC, and NALS Apartment Homes LLC
Case No. 2:24-cv-06403-CV-SK

QR CODE

This is an important notice about a class action lawsuit.

Class Action Notice

Authorized by the U.S. District Court

Current and former employees of NLP, LLC or NALS Apartment Homes, LLC who reside in the U.S., and whose Personal Information was impacted by a Cybersecurity Incident identified in December 2023.

There is a Settlement of a lawsuit.
You may be entitled to money.

To receive Settlement benefits, submit a Claim Form by [DATE]. To Opt Out of, or Object to the Settlement, you must take action by [DATE].
You can visit [website] to learn more.

Important things to know:

- If you take no action, you will still be bound by the Settlement, and your rights will be affected.
- You can learn more at: [website].

Table of Contents

About This Notice	3
Why did I get this notice?	3
What do I do next?	3
What are the most important dates?	3
Learning About the Lawsuit	4
What is this lawsuit about?	4
Why is there a settlement in this lawsuit?	4
What happens next in this lawsuit?	4
Learning About the Settlement	5
What does the settlement provide?	5
How do I know if I am part of this settlement?	6
Tell me more about the Settlement benefits	6
Deciding What to Do	6
How do I weigh my options?	6
What is the best path for me?	8
Submitting a Claim	9
How do I get a payment if I am a class member?	9
Do I have a lawyer in this lawsuit?	9
Do I have to pay the lawyers in this lawsuit?	9
Opting Out	10
What if I don't want to be part of this settlement?	10
How do I opt out?	10
Objecting	10
What if I disagree with the settlement?	10
Doing Nothing	11
What are the consequences of doing nothing?	11
Key Resources	11
How do I get more information?	12

About This Notice

Why did I get this notice?

This notice is to tell you about a proposed Settlement that has been reached in a lawsuit entitled **Daniel Lopez Jr. et al v. NLP, LLC, and NALS Apartment Homes LLC**, Case No. 2:24-cv-06403-CV-SK (C.D. Cal.). This notice gives you a summary of the terms of the proposed Settlement Agreement, explains what rights Settlement Class members have, and helps Settlement Class members make informed decisions about what action to take.

What do I do next?

Read this notice to understand the Settlement and to determine if you are a Settlement Class member. Then, decide if you want to:

Options	More information about each option
Submit a Claim Form	You must submit a claim to receive Settlement benefits. You will be bound by the Settlement.
Do Nothing	Get no payment. Give up rights resolved by this Settlement.
Opt Out	Get no payment. This allows you to bring another lawsuit against the Defendants about the same legal issues resolved by this Settlement.
Object	Tell the Court why you don't like the Settlement.

Read on to understand the specifics of the Settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to **object** or **opt out**: **[date]**

Your deadline to submit a **claim form**: **[date]**

Settlement Final Approval Hearing: **[date]**

Learning About the Lawsuit

What is this lawsuit about?

The lawsuit is about a Cybersecurity Incident that was identified on or around December 2, 2023, in which the Personal Information of current and former employees of the Defendants was potentially impacted. The lawsuit alleges that the Defendants failed to implement or follow reasonable data security procedures, and in doing so, violated the law. Plaintiff asserts eight different claims, including negligence, invasion of privacy, breach of implied contract, breach of fiduciary duty, breach of confidence, and alleged violation of the California Customer Records Act, the California Unfair Competition Law, and the California Consumer Privacy Act. The Defendants deny all claims alleged against them and deny all charges of wrongdoing or liability. The Defendants believe they adhered to reasonable data security procedures and assert multiple defenses, including Plaintiff's failure to allege any injury connected to the Cybersecurity Incident. The Settlement is not an admission of wrongdoing or an indication that the Defendants have violated any laws, but rather the resolution of disputed claims.

Where can I learn more?

You can get a complete copy of the Settlement Agreement and other key documents in this lawsuit at: [website]

Why is there a settlement in this lawsuit?

The Court did not decide in favor of the Plaintiff or the Defendants. Instead, a settlement was negotiated that allows the Plaintiff, the proposed Settlement Class, and the Defendants to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. The Settlement provides benefits and allows Settlement Class Members to obtain payment for certain costs or losses and other benefits without further delay. Plaintiff and Class Counsel think the

Settlement is in the best interest of all Settlement Class Members.

This Settlement does not mean that the Defendants did anything wrong.

What happens next?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. The hearing will be held at:

Where: [Courthouse name and address].

When: [time] on [date].

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of attorneys' fees and reimbursement of litigation costs and expenses, and the request for a Service Award for the Plaintiff.

The Court will take into consideration any timely submitted written objections and may also listen to anyone who has requested to speak at the hearing (see [Objecting](#) section below).

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the Settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the Settlement Class. To learn more and confirm the hearing date, go to [website].

Learning About the Settlement

What does the settlement provide?

The Settlement provides for the creation of a Settlement Fund in the amount of **\$435,000.00 (four hundred and thirty five thousand dollars and zero cents)** to pay for: (1) reimbursement for Out-of-Pocket Losses, Credit Monitoring Services, and Cash Compensation; (2) Notice and Administrative

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money or other negotiated benefits to class members.

Expenses; (3) Fee Award and Costs as awarded by the Court; (4) Service Award Payment as awarded by the Court; and (5) Taxes and Tax-Related Expenses.

How do I know if I am part of this settlement?

You are a part of the Settlement and eligible to submit a Claim Form if you are a member of the Settlement Class

The **Settlement Class** includes all current and former employees of Defendants who reside in the United States and whose information was impacted by the Cybersecurity Incident.

Cybersecurity Incident refers to the cybersecurity incident identified on or about December 2, 2023 that affected Defendants' computer systems.

Tell me more about the Settlement Benefits

Settlement Class Members who submit a complete and valid claim form on time are eligible to receive the following benefits (**You can request more than one benefit on your claim form**):

Claims for Out-of-Pocket Losses.

A Settlement Class Member may seek Out-of-Pocket Losses up to a total of \$2,000 per claimant. A loss is an Out-of-Pocket Loss if it is:

- (1) An actual, unreimbursed monetary loss supported by an attestation that the Settlement Class Member believes the unreimbursed loss was incurred as a result of the Cybersecurity Incident; and
- (2) Supported by reasonable documentation, which may include credit card statements, invoices, telephone records, and receipts. Personal certifications, declarations, or affidavits standing alone do not constitute reasonable documentation, but may provide clarification or context for other documentation that is submitted.
- (3) Out-of-Pocket Losses may include the following unreimbursed losses:
Miscellaneous costs such as bank fees, postage, copying, mileage,

telephone charges, and notary charges; and

Costs incurred as a result of purchasing credit monitoring or other identity theft insurance services between the date of the Cybersecurity Incident and end of the claims period.

Credit Monitoring Services

A Settlement Class Member may submit a claim for twenty-four (24) months of credit monitoring services. Credit Monitoring Services will include credit monitoring through one of the national credit reporting bureaus.

Cash Compensation

A Settlement Class Member may submit a claim for cash compensation initially set at \$50.00 (“Cash Compensation”), which is subject to pro rata increase or decrease as described below:

Pro Rata Adjustment of Benefits. If the total amount of valid claims for Out-of-Pocket Losses, Credit Monitoring Services, and Cash Compensation submitted during the Claims Period exceeds the amount of money available in the Settlement Fund, after payments for all other settlement costs have been accounted for, the amount of each valid claim for Out-of-Pocket Losses and Cash Compensation will be reduced proportionally.

Pro Rata Increase. If the total amount of valid claims for Out-of-Pocket Losses, Credit Monitoring Services and Cash Compensation submitted during the Claims Period is less than the amount of money remaining in the Settlement Fund, after payments for all other settlement costs as set forth the Settlement Agreement have been accounted for, then the Settlement Administrator will increase on a pro rata basis payments of the remaining money in the Settlement Fund to each Settlement Class Member that submitted a valid Cash Compensation claim.

Deciding What to Do

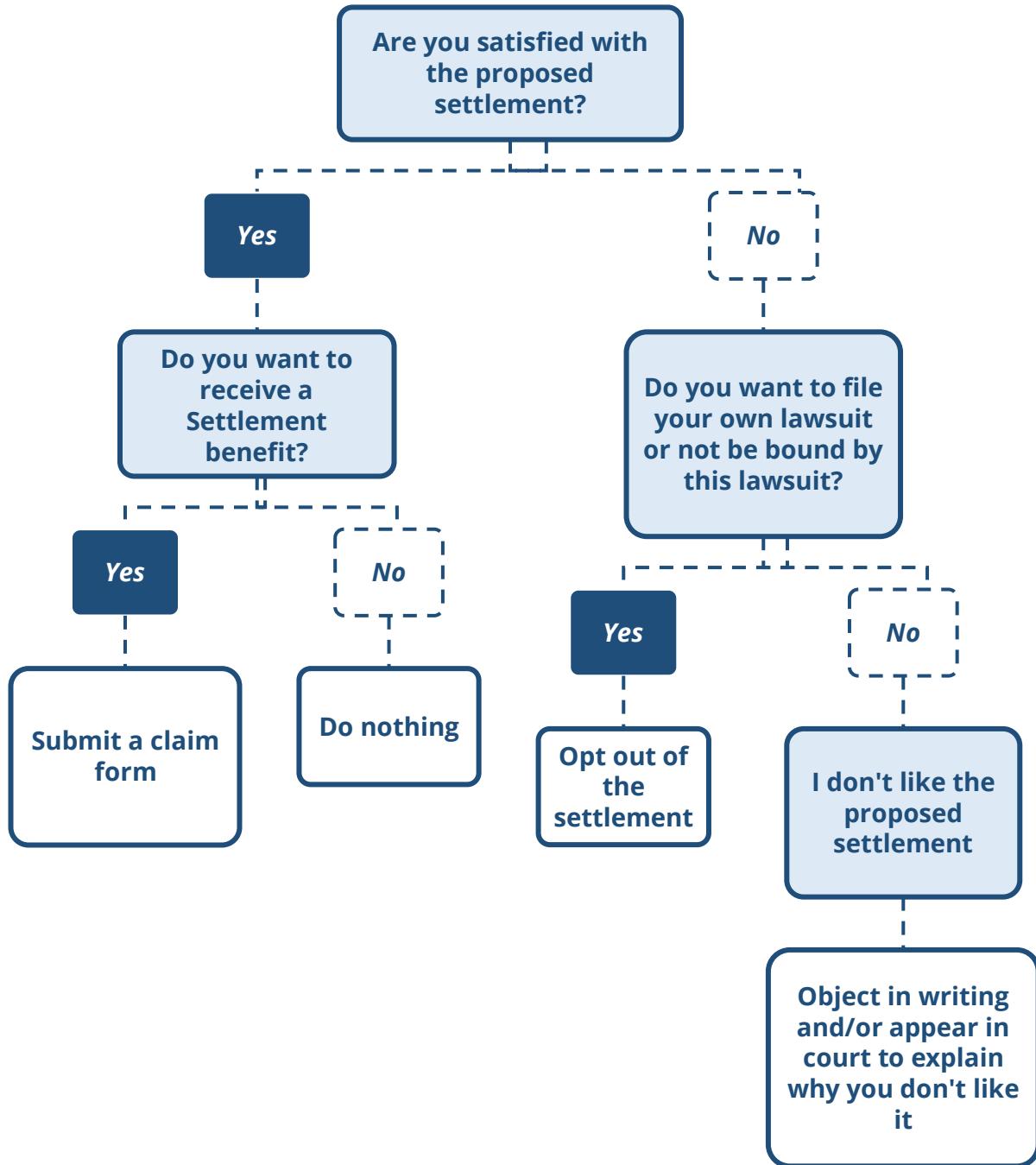
How do I weigh my options?

You have four options. You can stay in the Settlement and submit a claim, you can opt out of the settlement, you can object to the Settlement, or you can do nothing. This chart shows the effects of each option:

	Submit a Claim	Opt out	Object	Do Nothing
Can I receive a settlement benefit if I ...	YES	NO	YES*	NO
Am I bound by the terms of this settlement if I ...	YES	NO	YES	YES
Can I pursue my own case if I ...	NO	YES	NO	NO
Will the class lawyers represent me if I ...	YES	NO	NO	YES

****If you object, you still have to submit a Claim Form to receive Settlement
benefits.***

What is the best path for me?



Submitting a Claim

How do I get a Settlement benefit if I am a Settlement Class member?

If you wish to receive a Settlement benefit, you must submit a completed claim form to the Settlement Administrator online or download a claim form at [website] and mail to the Settlement Administrator at: Lopez Data Security Settlement, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

You must submit your claim form online no later than **DATE**. Claim forms mailed to the Settlement Administrator must be postmarked no later than **DATE**.

Do I have a lawyer in this lawsuit?

In a class action, the court appoints lawyers to work on the case and represent the interests of all the class members. For this Settlement, the Court has appointed the following individuals and lawyers.

Your lawyers: Joshua Swigart of Swigart Law Group APC and Ben Travis of Ben Travis Law, APC. These are the lawyers who negotiated this Settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request an award of attorneys' fees not to exceed 25% of the Settlement Fund plus litigation costs.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the Settlement terms are fair.

Your lawyers will also ask the Court to approve a payment of \$4,000 to the Plaintiff for the time and effort contributed to the case. If approved by the Court, this will be paid from the Settlement Fund.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive any Settlement benefits and cannot object to the Settlement. However, you will not be bound or affected by the terms of this Settlement and may be able to file your own case.

How do I opt out?

To opt out of the settlement (also called requesting exclusion from the Settlement), you must mail your opt out request to the Settlement Administrator so it is postmarked no later than **DATE**.

Lopez Data Security Settlement
Attn: Opt Outs
P.O. Box 58220
Philadelphia, PA 19102

The opt out request must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.

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

Objecting

What if I disagree with the Settlement?

If you disagree with any part of the Settlement (including the lawyers' fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the Settlement Class, or the entire Settlement Class. The Court will consider your views. The Court can only approve or deny the Settlement — it cannot change the terms of the Settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a letter to the Court that includes:

- (1) The name of the proceedings;
- (2) The Settlement Class Member's full name, current mailing address, and telephone number;
- (3) A statement that states with specificity the grounds for the objection, as well as any documents supporting the objection;
- (4) A statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- (5) The identity of any attorneys representing the objector;
- (6) A statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
- (7) A list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and
- (8) The signature of the Settlement Class Member or the Settlement Class Member's attorney.

Your written objection must be filed with the Court no later than DATE:

[Court Address]

Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you will not receive any Settlement benefits, but you will still be bound by the Settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against the Defendants about the legal issues resolved by the Settlement. A full description of the claims and persons who will be released if this Settlement is approved can be found in the Settlement Agreement located on the Settlement Website: [website].

Key Resources

How do I get more information?

This notice is a summary of the proposed Settlement. The complete Settlement with all its terms can be found at [website]. If you have additional questions, you can visit the Settlement Website, contact the Settlement Administrator or contact Class Counsel.

Resource	Contact Information
Case website	[website]
Settlement Administrator	Lopez Data Security Settlement c/o Settlement Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103 [Phone Number] [Email Address]
Your Lawyers	[Law Firm] [Law Firm email address] [Street address] [City, State, Zip Code] [Law Firm] [Law Firm email address]

	[Street address] [City, State, Zip Code]
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EXHIBIT D

Your claim must be submitted online or postmarked by: [DEADLINE]

Lopez v. NLP, LLC, and NALS Apartment Homes LLC #437

Case No. 2:24-cv-06403

U.S. District Court for the Central District of California

CLAIM FORM

Lopez
CLAIM

GENERAL INSTRUCTIONS

You are eligible to submit a Claim Form if you are a member of the Settlement Class. Complete this Claim Form if you wish to receive Settlement benefits.

The Settlement Class includes all current and former employees of Defendants NLP LLC or NALS Apartment Homes LLC who reside in the United States and whose information was impacted in a cybersecurity incident Defendants identified on or about December 2, 2023 (the “Cybersecurity Incident”).

The Settlement Benefits

- a. **Claims for Out-of-Pocket Losses.** A Settlement Class Member may seek Out-of-Pocket Losses up to a total of \$2,000 per claimant. A loss is an Out-of-Pocket Loss if it is:
 - i. An actual, unreimbursed monetary loss supported by an attestation that the Settlement Class Member believes the unreimbursed loss was incurred as a result of the Cybersecurity Incident; and
 - ii. Supported by reasonable documentation, which may include credit card statements, invoices, telephone records, and receipts. Personal certifications, declarations, or affidavits standing alone do not constitute reasonable documentation, but may provide clarification or context for other documentation that is submitted.
 - iii. Out-of-Pocket Losses may include the following unreimbursed losses:
 1. Miscellaneous costs such as bank fees, postage, copying, mileage, telephone charges, and notary charges; and
 2. Costs incurred as a result of purchasing credit monitoring or other identity theft insurance services between the date of the Cybersecurity Incident and end of the claims period for this Settlement.
- b. **Credit Monitoring Services.** A Settlement Class Member may submit a claim for twenty-four (24) months of credit monitoring services (“Credit Monitoring Services”). Credit Monitoring Services will include credit monitoring through one of the national credit reporting bureaus.
- c. **Cash Compensation.** A Settlement Class Member may submit a claim for cash compensation initially set at \$50.00 (“Cash Compensation”), which is subject to pro rata increase or decrease depending on the number of valid Claim Form submitted and benefits selected.

You may choose more than one of the above benefits on your Claim Form.

Submitting Your Claim Form

Mail your completed Claim Form along with supporting documentation to: **Lopez Data Security Settlement, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.** Do not include original copies of your supporting documentation, as the documentation will not be returned to you.

Your claim must be submitted online or postmarked by: DEADLINE

Lopez v. NLP, LLC, and NALS Apartment Homes LLC #438

Case No. 2:24-cv-06403

U.S. District Court for the Central District of California

CLAIM FORM

**Lopez
CLAIM**

Alternatively, you may complete and submit your Claim Form and upload copies of your supporting documentation online at [WEBSITE](#).

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name	Last Name	
Street Address		
City	State	Zip Code
Email Address	Telephone Number	Notice ID, if known

II. OUT-OF-POCKET LOSSES

Check this box if you are requesting compensation for **Out-of-Pocket Losses** up to a total of \$2,000.00. **You must submit supporting documentation demonstrating actual, unreimbursed documented losses related to the Cybersecurity Incident.**

Complete the chart below describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
Example: Receipt for credit repair services	\$100

Your claim must be submitted online or postmarked by: [DEADLINE]

Lopez v. NLP, LLC, and NALS Apartment Homes LLC #439

Case No. 2:24-cv-06403

U.S. District Court for the Central District of California

CLAIM FORM

Lopez
CLAIM

ATTESTATION: You must check this box to attest under penalty of perjury that the unreimbursed Out-of-Pocket Losses listed above were actually incurred and that you believe these Out-of-Pocket Losses were incurred as a result of the Cybersecurity Incident.

III. CREDIT MONITORING SERVICES

Check this box if you wish to receive twenty-four (24) months of credit monitoring services.

A unique redemption code, allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a valid claim for such services after the Court approves the Settlement as final and after any appeals are resolved. Redemption codes will be sent via email so please provide an email address in Section I of this Claim Form.

IV. CASH COMPENSATION

Check this box if you wish to receive a cash compensation payment (initially set at \$50.00 but subject to a *pro rata* increase or decrease depending on the number of valid Claim Forms submitted and benefits selected).

V. PAYMENT SELECTION

Please select one of the following payment options:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: _____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: _____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

Physical Check - Payment will be mailed to the address provided in Section I above.

VI. AFFIRMATION & SIGNATURE

I swear and affirm under penalty of perjury pursuant to laws of the United States of America that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

EXHIBIT E

**Deadline to Submit
this Opt Out Form:****DEADLINE**

U.S. District Court for the Central District of California

OPT OUT FORM**Lopez****OPT**

If you are a Settlement Class Member and want to opt out of the *Lopez v. NLP, LLC, and NALS Apartment Homes LLC* class action Settlement, complete this Opt Out Form and mail it to the Settlement Administrator, postmarked no later than **DEADLINE**.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below.

First Name**Last Name****Street Address****City****State****Zip Code****Email Address****Telephone Number****II. SIGNATURE**

By signing below and submitting this Opt Out Form, I am hereby requesting to be excluded from this class action settlement: *Lopez v. NLP, LLC, and NALS Apartment Homes LLC*, Case No. 2:24-cv-06403 (C.D. Cal.).

I understand that by opting out the Settlement, I will not receive any Settlement benefits, and I cannot object to the Settlement.

Signature

Printed Name

Date

Mail your completed Opt Out Form to:

Lopez Data Security Settlement

Attn: Opt Outs

P.O. Box 58220

Philadelphia, PA 19102

EXHIBIT F

Para: [Class Member Email Address]

De: Administrador del Acuerdo

Asunto: Aviso de propuesta de demanda colectiva - Lopez contra NLP, LLC y NALS Apartment Homes LLC

Identificación (ID) del aviso: <<Notice ID Number>>

Código de confirmación: <<Confirmation Code>>



Tribunal de Distrito de los Estados Unidos
para el Distrito Central de California
*Lopez contra NLP, LLC, y
NALS Apartment Homes LLC*
Caso N.º 2:24-cv-06403-CV-SK

QR CODE

Este es un aviso importante acerca de una demanda colectiva.

Empleados actuales y anteriores de NLP, LLC o NALS Apartment Homes, LLC que residen en los EE. UU. y cuya información personal se vio afectada por un incidente de ciberseguridad identificado en diciembre de 2023.

**Hay un Acuerdo por una demanda.
Es posible que usted tenga derecho a recibir dinero.**

**Para recibir los beneficios del Acuerdo, presente un formulario de reclamo antes del [DATE]. Para solicitar la exclusión u objetar el Acuerdo, debe llevar a cabo la acción antes del [DATE].
Puede visitar [sitio web] para obtener más información.**

Información fundamental que debe saber:

- Se le ha identificado como miembro de la demanda colectiva.
- Si no hace nada, quedará sujeto a los términos del Acuerdo y no podrá demandar a los Demandados por el mismo tema.

- El Tribunal celebrará una audiencia el [DATE], a las [TIME] , en [COURTHOUSE NAME AND ADDRESS] para decidir si aprueba el Acuerdo.
- La demanda alega que los Demandados no implementaron ni siguieron procedimientos de seguridad de datos razonables y, al hacerlo, infringieron la ley. El Demandante presenta ocho reclamos diferentes, que incluyen negligencia, invasión de la privacidad y presunta violación a la Ley para la Protección a la Privacidad del Consumidor de California. Los Demandados niegan todos los reclamos en su contra y niegan cualquier acusación de infracción o responsabilidad.
- Visite [Website] para completar un formulario de reclamo. Hay tres categorías de beneficios disponibles: (1) dos años de servicios gratuitos de monitoreo de crédito de una sola agencia; (2) hasta \$2,000 por pérdidas pagadas de su bolsillo documentadas incurridas como resultado del Incidente de Ciberseguridad; y 3) un pago en efectivo que se incrementará o disminuirá a prorrata en función del número de reclamos válidos presentados.
- Si decide no participar del acuerdo, puede descargar desde el sitio web un formulario de solicitud de exclusión.
- Este aviso es solo un resumen. Puede escanear el código QR, visitar [WEBSITE] o llamar al número gratuito para obtener más información. [1-XXX-XXX-XXXX].

[*Cancelar la suscripción*](#)

EXHIBIT G



QR Code

Aviso de demanda colectiva

Autorizado por el Tribunal de Distrito de los Estados Unidos

Empleados actuales y anteriores de NLP, LLC o NALS Apartment Homes, LLC que residen en los EE. UU. y cuya información personal se vio afectada por un incidente de ciberseguridad identificado en diciembre de 2023

Hay un Acuerdo por una demanda.

Es posible que usted tenga derecho a recibir dinero.

Para recibir los beneficios del Acuerdo, presente un formulario de reclamo antes del DATE. Para solicitar la exclusión u objetar el Acuerdo, debe llevar a cabo la acción antes del DATE.

Puede visitar [website] para obtener más información y enviar un formulario de reclamo de forma electrónica.

Información fundamental que debe saber:

- Se le ha identificado como miembro de la demanda colectiva.
- Si no hace nada, quedará sujeto a los términos del acuerdo y no podrá demandar a los Demandados por el mismo tema.
- El Tribunal celebrará una audiencia el [DATE], a las [TIME], en [COURTHOUSE NAME AND ADDRESS] para decidir si aprueba el Acuerdo.
- En la demanda, se alega que los Demandados no implementaron o no siguieron procedimientos razonables de seguridad de datos y que, al actuar de esa manera, violaron la ley. El Demandante presenta ocho reclamos diferentes, que incluyen negligencia e invasión de la privacidad. Los Demandados niegan todos los reclamos y toda acusación de infracción o responsabilidad.



Este es un
aviso importante acerca de una
demanda colectiva.

Este aviso es solo un resumen.
Puede escanear el código QR,
visitar [WEBSITE] o llamar al
número gratuito para obtener
más información. [1-XXX-XXX-
XXXX].

Lopez Data Security Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
#447

«ScanString»

Postal Service: Please do not mark barcode

«Notice ID»
«Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

Para presentar un reclamo de Supervisión crediticia y/o un Pago prorrataeado en efectivo, complete el siguiente formulario, firme y envíe por correo esta parte de la tarjeta postal al Administrador del Acuerdo **antes del DATE**. También puede llenar un formulario de reclamo fácilmente en línea en **WEBSITE**. Puede elegir tanto el monitoreo del crédito como un pago prorrataeado en efectivo. *Los reclamos por Pérdidas de dinero requieren documentación de respaldo y, por lo tanto, deben enviarse en línea en **WEBSITE** o descargando un Formulario de Reclamo del sitio web del Acuerdo para completarlo y enviarlo por correo al Administrador del Acuerdo.*

Si no desea participar del acuerdo, no complete este formulario de reclamo. Visite **WEBSITE** para obtener instrucciones sobre cómo excluirse.

¿Desea recibir dos (2) años de Supervisión crediticia por parte de una sola agencia? Sí NO

Proporcione su dirección de correo electrónico: _____

¿Desea recibir un Pago prorrataeado en efectivo? Sí NO

El monto de los Pagos en efectivo se incrementará o disminuirá de forma prorrataeada, según el número de reclamos válidos presentados y de la cantidad de fondos disponibles para estos pagos.

Opciones de pago: PayPal Venmo Zelle Tarjeta prepagada virtual Cheque

Proporcione la dirección de correo electrónico o el número de teléfono asociado con su cuenta de PayPal, Venmo o Zelle, o la dirección de correo electrónico de la tarjeta prepagada virtual: _____

Certificación y firma

Juro y declaro bajo pena de perjurio de conformidad con las leyes de los Estados Unidos de América que la información proporcionada en este Formulario de Reclamo es verdadera y correcta según mi leal saber y entender. Entiendo que mi reclamo está sujeto a verificación y que pueden solicitarme que proporcione información complementaria antes de que mi reclamo se considere completo y válido.

Firma: _____ Fecha (mm/dd/aaaa): ____ / ____ / ____ Nombre en letra de imprenta: _____

La fecha límite para enviar este formulario es **DATE. ¿Tiene preguntas? Visite **WEBSITE** o llame al 1-XXX-XXX-XXXX.**

#449

Lopez Data Security Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EXHIBIT H



**Tribunal de Distrito de los Estados Unidos
Distrito Central de California**

Lopez contra NLP, LLC y NALS Apartment Homes, LLC
Caso n.º 2:24-cv-06403-CV-SK

QR CODE

Este es un aviso importante sobre una demanda colectiva.

Aviso de demanda colectiva

***Autorizado por el Tribunal de Distrito de los
Estados Unidos***

Empleados actuales y anteriores de NLP, LLC o NALS Apartment Homes, LLC que residen en los Estados Unidos y cuya Información Personal se vio afectada por un Incidente de Ciberseguridad identificado en diciembre de 2023.

Se ha llegado a un Acuerdo en una demanda. Es posible que usted tenga derecho a recibir dinero.

Para recibir los beneficios del Acuerdo, envíe un formulario de reclamo antes del [date]. Para excluirse del Acuerdo o presentar una objeción, debe hacerlo antes del [date]. Para obtener más información, visite [website].

Información importante que debe saber:

- Si no toma ninguna acción, seguirá estando legalmente obligado por los términos del acuerdo, y sus derechos podrían verse afectados.
- Puede obtener más información en: [\[website\]](#).

Contenido

Contenido	2
Acerca de este aviso	3
¿Por qué recibí este aviso?	3
¿Qué puedo hacer?	3
¿Cuáles son las fechas más importantes?	3
Información sobre la demanda	4
¿De qué se trata esta demanda?	4
¿Por qué existe un acuerdo en esta demanda?	4
¿Qué sucederá después en esta demanda?	4
Información sobre el acuerdo	5
¿Qué establece el acuerdo?	5
¿Cómo puedo saber si formo parte del acuerdo?	6
Más información sobre los beneficios del acuerdo	6
Decidir qué hacer	6
¿Cómo sopeso mis opciones?	6
¿Cuál es la mejor decisión para mí?	8
Presentar un reclamo	9
¿Cómo obtengo un pago si soy miembro del grupo de la demanda?	9
¿Cuento con un abogado en esta demanda?	9
¿Tengo que pagarles a los abogados en esta demanda?	9
Solicitar la exclusión	10
¿Qué pasa si no quiero ser parte de este acuerdo?	10
¿Cómo puedo solicitar la exclusión?	10
Objetar	10
¿Qué pasa si no coincido con el acuerdo?	10
No hacer nada	11
¿Cuáles son las consecuencias de no hacer nada?	11
Recursos clave	11

¿Cómo obtengo más información?

12

Acerca de este aviso

¿Por qué recibí este aviso?

El propósito de este aviso es informarle acerca de un Acuerdo propuesto que se ha alcanzado en una demanda titulada **Daniel Lopez Jr. et al contra NLP, LLC, y NALS Apartment Homes, LLC**, caso n.º 2:24-cv-06403-CV-SK (C.D. Cal.). Este aviso le ofrece un resumen de los términos del Acuerdo de Conciliación propuesto, explica cuáles son sus derechos como Miembro del Grupo de la Demanda Colectiva y le ayudará a tomar decisiones informadas sobre las acciones que puede emprender.

¿Qué puedo hacer?

Lea este aviso para entender el Acuerdo y determinar si usted es un Miembro del Grupo de la Demanda Colectiva. Luego, decida si desea alguna de las siguientes opciones:

Opciones	Más información sobre cada opción
Presentar un formulario de reclamo	Debe presentar una solicitud para recibir los beneficios del Acuerdo. Al hacerlo, quedará obligado por sus términos.
No hacer nada	No recibirá ningún pago. Renunciará a los derechos cubiertos por el Acuerdo.
Solicitar la exclusión	No recibirá ningún pago. Esto le permite iniciar otra demanda contra los Demandados por los mismos asuntos legales que se resolvieron con este Acuerdo.
Objetar	Puede informar al Tribunal por qué no está de acuerdo con el Acuerdo.

Siga leyendo para conocer más detalles sobre el Acuerdo y lo que cada opción representa para usted.

¿Cuáles son las fechas más importantes?

Su fecha límite para **oponerse** o **excluirse**: [date]

Su fecha límite para enviar un **formulario de reclamo**: [date]

Audiencia de Aprobación Definitiva del Acuerdo: [date]

Información sobre la demanda

¿De qué se trata esta demanda?

La demanda trata sobre un Incidente de Ciberseguridad que se identificó aproximadamente el 2 de diciembre de 2023, en el que se pudo haber visto comprometida la información personal de empleados actuales y anteriores de los Demandados. En la demanda, se alega que los Demandados no implementaron o no siguieron procedimientos razonables de seguridad de datos y que, al actuar de esa manera, violaron la ley. El Demandante presenta ocho reclamos diferentes, que incluyen negligencia, invasión de la privacidad, incumplimiento del contrato implícito, incumplimiento del deber fiduciario, abuso de confianza y presunta violación a la Ley de Registros de Clientes de California, la Ley de Competencia Desleal de California y la Ley para la Protección de la Privacidad del Consumidor de California. Los Demandados niegan todos los reclamos en su contra, y toda acusación de infracción o responsabilidad. Los Demandados consideran que cumplieron con los procedimientos razonables de seguridad de datos y presentan múltiples defensas, incluida la omisión del Demandante de alegar cualquier lesión relacionada con el Incidente de Ciberseguridad. El Acuerdo no es una admisión de infracción ni una indicación de que los Demandados hayan violado ninguna ley, sino la resolución de reclamos controvertidos.

¿Dónde puedo obtener más información?

Puede obtener una copia completa del Acuerdo de Conciliación y otros documentos clave de esta demanda en: [website]

¿Por qué existe un acuerdo en esta demanda?

El Tribunal no ha emitido un fallo a favor del Demandante ni de los Demandados. En cambio, se negoció un acuerdo que permite al Demandante, a los Miembros del Grupo de la Demanda Colectiva que se propone y a los Demandados evitar los riesgos y costos asociados con un litigio prolongado y el resultado incierto de un juicio o una apelación. El Acuerdo proporciona beneficios y les permite a los Miembros del Grupo de la Demanda Colectiva obtener el pago de ciertos costos o pérdidas y otros beneficios sin más demora. El Demandante y los Abogados de la Demanda Colectiva consideran que llegar a un Acuerdo es lo mejor para todos los Miembros del Grupo de la Demanda Colectiva.

Este Acuerdo no quiere decir que los Demandados hayan hecho algo incorrecto.

¿Qué es un acuerdo de demanda colectiva?

Un acuerdo de demanda colectiva es un convenio entre las partes para resolver y poner fin al caso. Los acuerdos pueden proporcionar dinero u otros beneficios

¿Qué sucederá después?

El Tribunal celebrará una Audiencia de Aprobación Definitiva para decidir si aprueba el Acuerdo. La audiencia se llevará a cabo en:

Dónde: [Courthouse name and address].

Cuándo: [time] el [date].

En esta audiencia, el Tribunal considerará si el Acuerdo propuesto es justo, razonable y adecuado. Además, el Tribunal también podrá considerar la solicitud de los Abogados de la Demanda Colectiva para la asignación de honorarios de abogados y el reembolso de los costos y gastos del litigio, así como la solicitud de una Compensación por Servicios para el Demandante.

El Tribunal tomará en consideración las objeciones escritas enviadas oportunamente y también podrá escuchar a cualquier persona que haya solicitado hablar en la audiencia (véase la sección sobre [Objetar](#) más adelante).

No es necesario que usted asista, pero puede hacerlo por su cuenta y cargo. También puede pedirle permiso al Tribunal para hablar y expresar su opinión sobre el acuerdo. Si el Tribunal no aprueba el Acuerdo o las partes deciden terminarlo, será nulo y la demanda continuará. La fecha de la audiencia puede cambiar sin previo aviso a los Miembros del Grupo de la Demanda Colectiva. Para obtener más información y confirmar la fecha de la audiencia, visite [website].

Información sobre el acuerdo

¿Qué establece el acuerdo?

El Acuerdo prevé la creación de un Fondo del Acuerdo por la cantidad de **\$435,000.00 (cuatrocientos treinta y cinco mil dólares con cero centavos)** para pagar: (1) reembolso de pérdidas de dinero, servicios de control del crédito e indemnización en efectivo; (2) gastos de notificación y administración; (3) pago de honorarios y costos asignados por el Tribunal; (4) pago de compensación por servicios asignada por el Tribunal; e (5) impuestos y gastos relacionados con los impuestos.

¿Cómo puedo saber si formo parte del acuerdo?

Usted es parte del Acuerdo y puede presentar un formulario de reclamo si es Miembro del Grupo de la Demanda Colectiva.

El **Grupo de la Demanda Colectiva** incluye a todos los empleados actuales y anteriores de los Demandados que residen en los Estados Unidos y cuya información se vio afectada por el Incidente de Ciberseguridad.

Incidente de Ciberseguridad se refiere al incidente de ciberseguridad identificado el 2 de diciembre de 2023, o alrededor de esa fecha, que afectó los sistemas informáticos de los Demandados.

Más información sobre los beneficios del acuerdo

Los Miembros del Grupo de la Demanda Colectiva que presenten un formulario de reclamo completo y válido dentro de los plazos establecidos

serán elegibles para recibir los siguientes beneficios (**Puede solicitar más de un beneficio en su formulario de reclamo**):

Reclamos por Pérdidas de Dinero.

Cada Miembro del Grupo de la Demanda Colectiva puede solicitar el reembolso de Pérdidas de Dinero de hasta un total de \$2,000 por demandante. Una pérdida se considera Pérdida de Dinero si tiene las siguientes características:

- (1) Es una pérdida monetaria real no reembolsada respaldada por una declaración que indique que el Miembro del Grupo de la Demanda Colectiva cree que la pérdida no reembolsada se produjo como consecuencia del Incidente de Ciberseguridad; y
- (2) está respaldada por documentación razonable, que puede incluir estados de cuenta de tarjetas de crédito, facturas, registros telefónicos y recibos. Las certificaciones personales, declaraciones simples o declaraciones juradas por sí solas no constituyen documentación razonable, pero pueden aclarar o aportar contexto a otra documentación que se presente.
- (3) Las Pérdidas de Dinero pueden incluir las siguientes pérdidas no reembolsadas:
gastos varios, como comisiones bancarias, franqueo, fotocopias, kilometraje, tarifas telefónicas y honorarios notariales; y
gastos derivados de la adquisición de servicios de control del crédito u otros servicios de seguro contra el robo de identidad entre la fecha del Incidente de Ciberseguridad y el final del periodo de reclamos.

Servicios de Control del Crédito

Cada Miembro del Grupo de la Demanda Colectiva puede presentar un reclamo por veinticuatro (24) meses de servicios de control del crédito. Los Servicios de Control del Crédito incluirán el control del crédito mediante una de las oficinas nacionales de informes crediticios.

Indemnización en Efectivo

Cada Miembro del Grupo de la Demanda Colectiva puede solicitar una indemnización en efectivo cuyo monto inicial es de \$50.00 ("Indemnización en Efectivo"), pero que podría aumentar o disminuir de forma proporcional como se describe a continuación:

Ajuste proporcional de los beneficios. Si el monto total de los reclamos válidos por Pérdidas de Dinero, Servicios de Control del Crédito e Indemnización en Efectivo que se presenten durante el periodo de reclamos supera la cantidad de dinero disponible en el Fondo del Acuerdo, después de considerar todos los demás costos del acuerdo, el monto de cada reclamo válido por Pérdidas de Dinero e Indemnización en Efectivo se reducirá de manera proporcional.

Aumento proporcional. Si el monto total de los reclamos válidos por Pérdidas de Dinero, Servicios de Control del Crédito e Indemnización en Efectivo que se presenten durante el periodo de reclamos es menor que el dinero que quede en el Fondo del Acuerdo, después de considerar todos los demás costos del acuerdo según lo establecido en el Acuerdo de Conciliación, el Administrador del Acuerdo aumentará de manera proporcional los pagos del dinero restante en el Fondo del Acuerdo a cada Miembro del Grupo de la Demanda Colectiva que haya presentado un reclamo válido de Indemnización en Efectivo.

Decidir qué hacer

¿Cómo sopeso mis opciones?

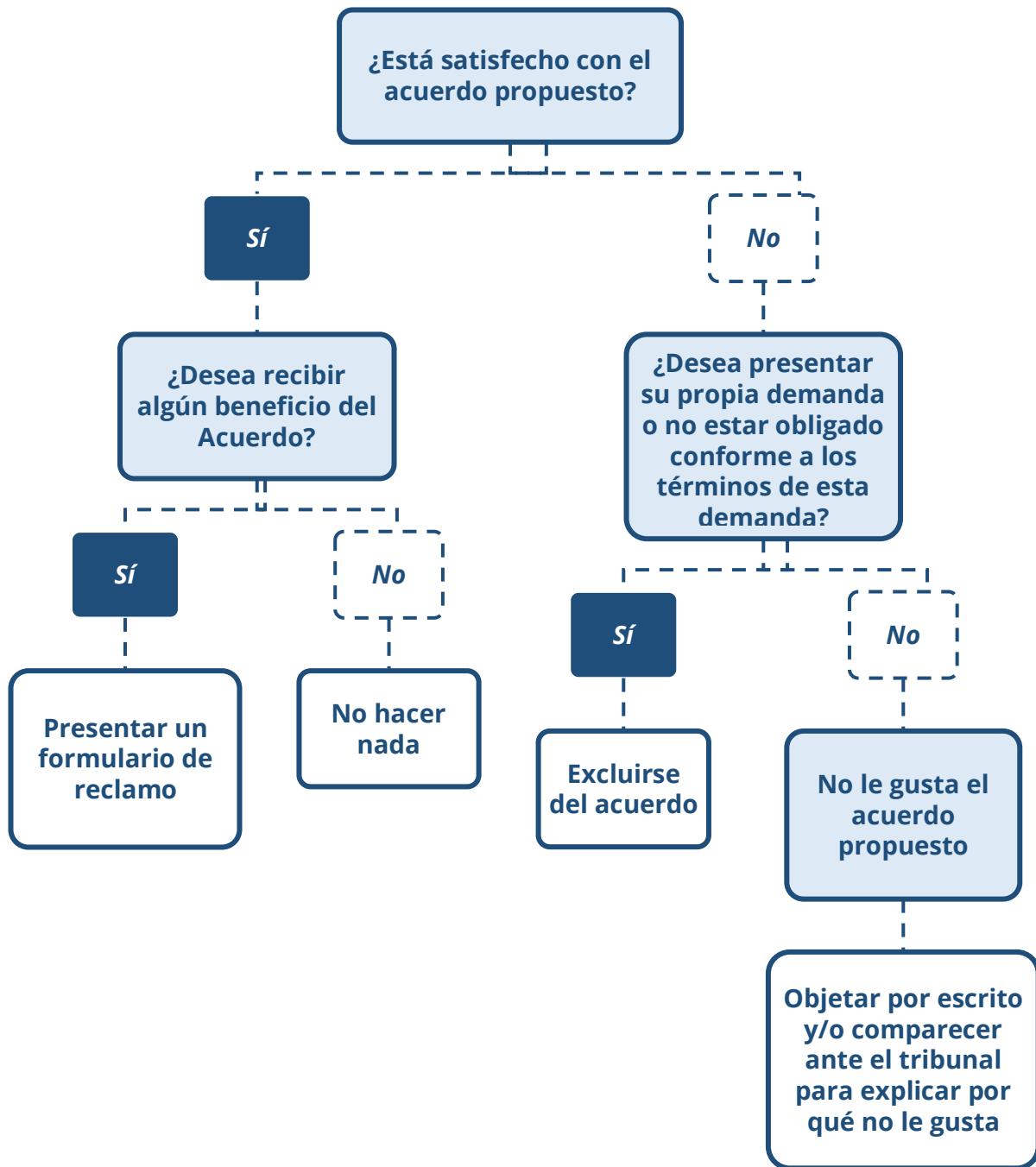
Tiene cuatro opciones. Puede permanecer en el Acuerdo y presentar un reclamo, puede excluirse del Acuerdo, puede objetar el Acuerdo o puede no hacer nada. Esta tabla muestra los efectos de cada opción:

	Presentar un reclamo	Solicitar la exclusión	Objetar	No hacer nada
¿Puedo recibir un beneficio del acuerdo en caso de...?	SÍ	NO	SÍ*	NO
¿Estoy obligado conforme a los términos del acuerdo en caso de...?	SÍ	NO	SÍ	SÍ

¿Puedo entablar mi propia demanda en caso de...?	NO	SÍ	NO	NO
¿Me representarán los abogados de la demanda en caso de...?	SÍ	NO	NO	SÍ

**Si presenta una objeción, de todas maneras tendrá que enviar un formulario de reclamo para recibir los beneficios del Acuerdo.*

¿Cuál es la mejor decisión para mí?



Presentar un reclamo

¿Cómo obtengo beneficios del Acuerdo si soy Miembro del Grupo de la Demanda Colectiva?

Para recibir un beneficio del Acuerdo, es necesario que envíe un formulario de reclamo completo al Administrador del Acuerdo en línea o que descargue un formulario de reclamo de [website] y lo envíe por correo al Administrador del Acuerdo a: Lopez Data Security Settlement, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Debe presentar su formulario de reclamo en línea a más tardar el **DATE**. Para los formularios de reclamo enviados por correo al Administrador del Acuerdo, la fecha del matasellos no debe ser posterior al **DATE**.

¿Cuento con un abogado en esta demanda?

En una demanda colectiva, el tribunal designa abogados para que trabajen en el caso y representen los intereses de todos los miembros del grupo. Para este Acuerdo, el Tribunal ha designado a las siguientes personas y abogados.

Sus abogados: Joshua Swigart de Swigart Law Group APC y Ben Travis de Ben Travis Law, APC. Estos son los abogados que negociaron el Acuerdo en su nombre.

Si desea ser representado por su abogado, puede contratar uno por su propia cuenta.

¿Tengo que pagarles a los abogados en esta demanda?

Los honorarios y costos de los abogados se pagarán con cargo al Fondo del Acuerdo. **Usted no tendrá que pagar directamente a los abogados.**

Hasta la fecha, a sus abogados no se les ha pagado nada por su trabajo o los gastos que han hecho por el caso. Para cubrir parte de su tiempo y el riesgo de llevar este caso sin tener la seguridad de un pago a menos que tengan éxito, sus abogados solicitarán una adjudicación de honorarios de abogados que no supere el 25 % del Fondo del Acuerdo más los gastos del litigio.

Los honorarios y gastos legales solo se otorgarán si el Tribunal lo aprueba como un monto justo y razonable. Tiene derecho a oponerse a los honorarios de los abogados, incluso si cree que los términos del Acuerdo son justos.

Sus abogados también le pedirán al Tribunal que apruebe un pago de \$4,000 para el Demandante por el tiempo y el esfuerzo que contribuyó al caso. De

ser aprobado por el Tribunal, esto se pagará del Fondo del Acuerdo.

Solicitar la exclusión

¿Qué pasa si no quiero ser parte de este acuerdo?

Puede solicitar ser excluido. Si lo hace, no recibirá ningún beneficio del Acuerdo y no podrá presentar objeciones al Acuerdo. No obstante, usted no estará sujeto ni se verá afectado por los términos de este Acuerdo, y tendrá la opción de entablar su propia demanda.

¿Cómo puedo solicitar la exclusión?

Para optar por no participar en el Acuerdo (también denominado solicitar la exclusión del Acuerdo), debe enviar por correo una solicitud de exclusión al Administrador del Acuerdo con una fecha de matasellos que no sea posterior al **DATE**.

Lopez Data Security Settlement
Attn: Opt Outs
P.O. Box 58220
Filadelfia, PA 19102

La solicitud de exclusión debe contener el nombre del proceso legal, el nombre completo de la persona y su domicilio actual, su firma autógrafa y las palabras "Solicitud de Exclusión", o una frase equivalente que exprese claramente que desea quedar fuera del Acuerdo, al comienzo de la comunicación.

Ninguna persona podrá pretender ejercer los derechos de exclusión de ninguna otra persona. Tampoco podrá pretender (a) excluir a los Miembros del Grupo de la Demanda Colectiva como grupo, en conjunto o como una clase que involucre a más de un Miembro del Grupo de la Demanda Colectiva; ni (b) excluir a más de un Miembro del Grupo de la Demanda Colectiva en un único documento, o como agente o representante. Cualquier presunta Solicitud de Exclusión de este tipo será nula, y el o los Miembros del Grupo de la Demanda Colectiva que sean objeto de tales presuntas Solicitud de Exclusión serán tratados como Miembros del Grupo de la Demanda Colectiva y estarán sujetos a este Acuerdo de

Conciliación, incluida la Exoneración contenida en el documento, y la sentencia dictada al respecto, a menos que presenten una Solicitud de Exclusión válida y oportuna.

Objetar

¿Qué pasa si no coincido con el Acuerdo?

Si no coincide con alguna parte del Acuerdo (incluidos los honorarios de los abogados), pero no desea excluirse, puede presentar una objeción. Debe dar las razones por las que cree que el Tribunal no debería aprobarla y decir si su objeción se aplica solo a usted, a una parte del Grupo de la Demanda Colectiva o a todo el Grupo. El tribunal tomará en cuenta su punto de vista. El Tribunal solo puede aprobar o denegar el Acuerdo, no puede cambiar sus términos. Usted puede contratar a su propio abogado para que le ayude, pero no es necesario.

Para objetar, debe enviar una carta al Tribunal que contenga:

- (1) el nombre del proceso legal;
- (2) el nombre completo, la dirección postal actual y el número de teléfono del Miembro del Grupo de la Demanda Colectiva;
- (3) una declaración que indique específicamente los motivos de la objeción, así como cualquier documento que la respalde;
- (4) una declaración que indique si la objeción se aplica solo a quien la presenta, a un subgrupo específico de Miembros del Grupo de la Demanda Colectiva o a todo el Grupo de la Demanda Colectiva;
- (5) la identidad de cualquier abogado que represente a la persona que presenta la objeción;
- (6) una declaración que indique si el Miembro del Grupo de la Demanda Colectiva (o su abogado) tiene intención de comparecer en la Audiencia de Aprobación Definitiva;
- (7) una lista de todos los demás asuntos en los cuales el Miembro del Grupo de la Demanda Colectiva que presenta la objeción y/o su abogado han presentado una objeción a un acuerdo de demanda colectiva; y

(8) la firma del Miembro del Grupo de la Demanda Colectiva o de su abogado.

Debe presentar su objeción por escrito ante el Tribunal a más tardar en la FECHA:

[Court Address]

No hacer nada

¿Cuáles son las consecuencias de no hacer nada?

Si no hace nada, no recibirá ningún beneficio del Acuerdo, pero aún estará obligado conforme a los términos del Acuerdo y sus disposiciones de "exoneración". Eso significa que no podrá iniciar, continuar ni participar en ninguna otra demanda contra los Demandados con respecto a los asuntos legales resueltos en el Acuerdo. En el Acuerdo de Conciliación, disponible en el sitio web del Acuerdo: [website], encontrará una descripción completa de los reclamos y las personas que quedarán exonerados si se aprueba este Acuerdo.

Recursos clave

¿Cómo obtengo más información?

Este aviso es solo un resumen del Acuerdo propuesto. El Acuerdo completo con todos sus términos se puede consultar en [website]. Si tiene más preguntas, puede visitar el sitio web del Acuerdo o comunicarse con el Administrador del Acuerdo o con los Abogados de la Demanda Colectiva:

Recurso	Información de contacto
Sitio web del caso	[website]
Administrador del Acuerdo	Lopez Data Security Settlement c/o Settlement Administrator

	1650 Arch Street, Suite 2210 Philadelphia, PA 19103 [Phone Number] [Email Address]
Sus abogados	[Law Firm] [Law Firm email address] [Street address] [City, State, Zip Code] [Law Firm] [Law Firm email address] [Street address] [City, State, Zip Code]

EXHIBIT I

Su reclamo debe ser
presentado en línea o
con sello postal
antes del:
[DEADLINE]

Caso n.º 2:24-cv-06403

Tribunal de Distrito de los Estados Unidos para el Distrito Central
de California

Lopez
RECLAMO

FORMULARIO DE RECLAMO**INSTRUCCIONES GENERALES**

Usted es elegible para presentar un Formulario de Reclamo si es Miembro del Grupo de la Demanda Colectiva. Complete este Formulario de Reclamo si desea obtener beneficios del Acuerdo.

El Grupo de la Demanda Colectiva incluye a todos los empleados actuales y anteriores de los Demandados NLP LLC o NALS Apartment Homes, LLC que residen en los Estados Unidos y cuya información se vio afectada en un incidente de ciberseguridad que identificaron los Demandados el 2 de diciembre de 2023 o alrededor de esa fecha (el "Incidente de Ciberseguridad").

Beneficios del Acuerdo

- a. **Reclamos por Pérdidas de Dinero.** Cada Miembro del Grupo de la Demanda Colectiva puede solicitar el reembolso de Pérdidas de Dinero de hasta un total de \$2,000 por demandante. Una pérdida se considera Pérdida de Dinero si tiene las siguientes características:
 - i. Es una pérdida monetaria real no reembolsada respaldada por una declaración que indique que el Miembro del Grupo de la Demanda Colectiva cree que la pérdida no reembolsada se produjo como consecuencia del Incidente de Ciberseguridad; y
 - ii. está respaldada por documentación razonable, que puede incluir estados de cuenta de tarjetas de crédito, facturas, registros telefónicos y recibos. Las certificaciones personales, declaraciones simples o declaraciones juradas por sí solas no constituyen documentación razonable, pero pueden aclarar o aportar contexto a otra documentación que se presente.
 - iii. Las Pérdidas de Dinero pueden incluir las siguientes pérdidas no reembolsadas:
 1. gastos varios, como comisiones bancarias, franqueo, fotocopias, kilometraje, tarifas telefónicas y honorarios notariales; y
 2. gastos derivados de la adquisición de servicios de control del crédito u otros servicios de seguro contra el robo de identidad entre la fecha del Incidente de Ciberseguridad y el final del periodo de reclamos de este Acuerdo.
- b. **Servicios de Control del Crédito.** Cada Miembro del Grupo de la Demanda Colectiva puede presentar un reclamo por veinticuatro (24) meses de servicios de control del crédito ("Servicios de Control del Crédito"). Los Servicios de Control del Crédito incluirán el control del crédito mediante una de las oficinas nacionales de informes crediticios.
- c. **Indemnización en Efectivo.** Cada Miembro del Grupo de la Demanda Colectiva puede solicitar una indemnización en efectivo cuyo monto inicial es de \$50.00 ("Indemnización en Efectivo"), pero que podría aumentar o disminuir de forma proporcional en función de la cantidad de Formularios de Reclamo válidos presentados y de los beneficios elegidos.

Puede elegir más de uno de los beneficios mencionados anteriormente en su formulario de reclamo.

Cómo presentar su formulario de reclamo

¿TIENE ALGUNA PREGUNTA? VISITE WWW._____COM O LLAME SIN COSTO AL 1-**XXX-XXX-XXXX**

Su reclamo debe ser
presentado en línea o
con sello postal
antes del:
[DEADLINE]

Tribunal de Distrito de los Estados Unidos para el Distrito Central
de California

Lopez
RECLAMO

FORMULARIO DE RECLAMO

Envíe por correo su formulario de reclamo completo, junto con la documentación de respaldo, a: **Lopez Data Security Settlement, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103**. No incluya copias originales de la documentación de respaldo, ya que no le será devuelta.

También puede llenar su formulario de reclamo y presentarlo en línea junto con copias de sus documentos de respaldo en **WEBSITE**.

I. NOMBRE DEL MIEMBRO DE LA DEMANDA COLECTIVA E INFORMACIÓN DE CONTACTO

Proporcione su nombre y datos de contacto a continuación. Debe notificar al Administrador del Acuerdo si su información de contacto cambia después de haber presentado este formulario de reclamo.

Nombre

Apellido

Dirección

Ciudad

Estado

Código postal

Dirección de correo electrónico

Número de teléfono

**N.º de identificación del
aviso, si se conoce**

II. PÉRDIDAS DE DINERO

Marque esta casilla si solicita indemnización por **Pérdidas de Dinero** hasta por un total de \$2,000.00. **Debe presentar documentación de respaldo que demuestre pérdidas documentadas reales no reembolsadas relacionadas con el Incidente de Ciberseguridad.**

Complete el cuadro a continuación describiendo la documentación de respaldo que está presentando.

Descripción de la documentación proporcionada	Monto
Ejemplo: comprobante por servicios de reparación de crédito	\$100

Su reclamo debe ser
presentado en línea o
con sello postal
antes del:
[DEADLINE]

Caso n.º 2:24-cv-06403

Tribunal de Distrito de los Estados Unidos para el Distrito Central
de California

Lopez
RECLAMO

FORMULARIO DE RECLAMO**IMPORTE TOTAL RECLAMADO:**

CERTIFICACIÓN: Debe marcar esta casilla para declarar, bajo pena de perjurio, que las Pérdidas de Dinero no reembolsadas mencionadas anteriormente se incurrieron y que usted cree que estas Pérdidas de Dinero se originaron como consecuencia del Incidente de Ciberseguridad.

III. SERVICIOS DE CONTROL DEL CRÉDITO

Marque esta casilla si desea recibir veinticuatro (24) meses de servicios de control del crédito.

Se enviará un código de canje único, el cual permitirá a los Miembros del Grupo de la Demanda Colectiva inscribirse en estos servicios. Este código se enviará a cada Miembro del Grupo de la Demanda Colectiva que presente un reclamo válido por dichos servicios una vez que el Tribunal apruebe el Acuerdo como definitivo y después de que se resuelvan todas las apelaciones. Los códigos de canje se enviarán por correo electrónico, así que proporcione una dirección de correo electrónico en la sección I de este formulario de reclamo.

IV. INDEMNIZACIÓN EN EFECTIVO

Marque esta casilla si desea recibir un pago de indemnización en efectivo (cuyo monto inicial es de \$50.00, pero que podría aumentar o disminuir de forma proporcional en función de la cantidad de Formularios de Reclamo válidos presentados y de los beneficios elegidos).

V. SELECCIÓN DEL MÉTODO DE PAGO

Seleccione una de las siguientes opciones de pago:

PayPal: ingrese su dirección de correo electrónico de PayPal:

Venmo: Ingrese el número de teléfono celular asociado a su cuenta de Venmo: _____

Zelle: ingrese el número de teléfono celular o el correo electrónico asociado a su cuenta de Zelle:

Teléfono celular: _____ o dirección de correo electrónico:

Tarjeta prepagada virtual: ingrese su dirección de correo electrónico:

Cheque físico: el pago se enviará a la dirección indicada anteriormente en la Sección I.

Su reclamo debe ser
presentado en línea o
con sello postal
antes del:
[DEADLINE]

Caso n.º 2:24-cv-06403

Tribunal de Distrito de los Estados Unidos para el Distrito Central
de California**FORMULARIO DE RECLAMO**

Lopez
RECLAMO

VI. DECLARACIÓN Y FIRMA

Juro y declaro bajo pena de perjurio de conformidad con las leyes de los Estados Unidos de América que la información proporcionada en este formulario de reclamo y cualquier documentación de respaldo proporcionada es verdadera y correcta según mi leal saber y entender. Entiendo que mi reclamo será verificado y que el Administrador del Acuerdo podría solicitarme información adicional para que mi reclamo se considere completo y válido.

Firma

Nombre en letra de imprenta

Fecha

EXHIBIT J

Case 2:24-cv-06403-CV-SK
Fecha límite para
enviar este
formulario de
exclusión:
DEADLINE

Document 37-3 Filed 06/09/25 Page 79 of 95 Page ID
Lopez v. NLP, LLC, and NALS Apartment Homes LLC
#:472

Caso n.º 2:24-cv-06403
Tribunal de Distrito de los Estados Unidos para el Distrito Central
de California

Lopez
OPT

FORMULARIO DE EXCLUSIÓN

Si usted es un Miembro de la Demanda Colectiva y desea optar por no participar en el Acuerdo de la demanda colectiva de *Lopez v. NLP, LLC y NALS Apartment Homes LLC*, complete este Formulario de Exclusión y envíelo por correo postal al Administrador del Acuerdo, con sello postal de, a más tardar, el **DEADLINE**.

I. NOMBRE DEL MIEMBRO DE LA DEMANDA COLECTIVA E INFORMACIÓN DE CONTACTO

Proporcione su nombre y datos de contacto a continuación.

Nombre

Apellido

Dirección

Ciudad

Estado

Código postal

Dirección de correo
electrónico

Número de teléfono

II. FIRMA

Al firmar a continuación y enviar este Formulario de Exclusión, solicito ser excluido de este acuerdo de la demanda colectiva: *Lopez v. NLP, LLC, and NALS Apartment Homes LLC*, Caso No. 2:24-cv-06403 (C.D. Cal.).

Entiendo que al excluirme del Acuerdo, no recibiré ningún beneficio del Acuerdo y no puedo objetar el Acuerdo.

Firma

Nombre en letra de imprenta

Fecha

Envíe por correo postal el Formulario de Exclusión completado a:

Lopez Data Security Settlement
Attn: Opt Outs
P.O. Box 58220
Philadelphia, PA 19102

EXHIBIT K

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DANIEL LOPEZ JR., an individual, on behalf of himself and all others similarly situated

Case No. 2:24-cv-06403 CV-SK
The Honorable Cynthia Valenzuela

Plaintiff,

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

NLP, LLC, and NALS APARTMENT HOMES, LLC,

Date: July 11, 2025

Time: 1:30 PM

Defendants.

Location: Courtroom 5D

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT

On June 2, 2025, Plaintiff Daniel Lopez Jr. (“Plaintiff”) and Defendants NLP, LLC and NALS Apartment Homes LLC (collectively “Defendants”) entered into a Settlement Agreement and Release (“Settlement Agreement” or “Settlement”)¹.

On June 9, 2025, Plaintiff moved this Court, pursuant to Federal Rule of Civil Procedure (“Rule”) 23(e), for an order preliminarily approving the Settlement upon the terms and conditions set forth therein.

After carefully considering Plaintiff's Motion for Preliminary Approval and accompanying declarations; the Settlement Agreement, including the accompanying Exhibits; and the applicable law, the Court finds that:

1. The proposed Settlement is fair, reasonable, adequate and the Court will likely be able to approve it under Rule 23(e)(2) and enter judgment on it. The proposed Settlement does not improperly grant preferential treatment to any segment of the Settlement Class. The proposed Settlement is sufficient to warrant sending notice to the members of the Settlement Class pursuant to Rule 23(e)(1). The procedures for establishing and administering the benefits provided by the proposed Settlement and for notice to Settlement Class Members satisfies Rule 23 and due process.

2. The Court finds and determines that it will likely be able to certify the Settlement Class for purposes of judgment on the settlement proposal under Rule 23(b)(3) of the Federal Rules of Civil Procedure, because: (a) members of the Settlement Class are so numerous that joinder of all members would be impracticable, (b) there are questions of law and fact that are common to the Settlement Class, and, for purposes of this Settlement, those questions of law and fact common to the Settlement Class predominate over any questions affecting any individual Settlement Class Member; (c) the claims of the Plaintiff are typical of the claims of the Settlement Class he seeks to represent for purposes of Settlement; (d) a class action on behalf of the Settlement Class is superior to other available means of adjudicating this dispute; and (e) Plaintiff and Settlement Class Counsel are adequate representatives of the Settlement Class. Defendants retain all rights to assert that this

¹ Unless otherwise defined, all terms used herein have the same meanings as set forth in the Settlement Agreement.

action may not be certified as a class action, other than for settlement purposes.

3. The Court has reviewed the notices for the Settlement Class and the methods for providing notice and has determined that these forms and methods of notice constitute the best notice practicable under the circumstances; are reasonably calculated to apprise Settlement Class Members of the terms of the Settlement and of their right to participate in them, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all applicable requirements of Rule 23, the United States Constitution, and due process.

Accordingly, IT IS HEREBY ORDERED that:

1. The Motion for Preliminary Approval is **GRANTED**. The Court preliminarily approves the Settlement.

2. The Court hereby certifies, for settlement purposes only, a Settlement Class consisting of all current and former employees of Defendants who reside in the United States and whose information was impacted by the Cybersecurity Incident. “Cybersecurity Incident” refers to the alleged cybersecurity incident identified on or about December 2, 2023 affecting Defendants’ systems. Excluded from the Settlement Class are: (i) Defendants, their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person 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 Cybersecurity Incident or who pleads nolo contendere to any such charge.

3. Settlement Class Representative. For purposes of the Settlement only, the Court preliminarily finds and determines, pursuant to Rule 23(a) of the Federal Rules of Civil Procedure, that Plaintiff Daniel Lopez Jr. will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the action and appoints him as Settlement Class Representative. The Court preliminarily finds that he is similarly situated to absent Settlement Class Members and

therefore typical of the Settlement Class, and that he will be an adequate Settlement Class Representative.

4. Class Counsel. For purposes of the Settlement, the Court appoints Ben Travis of Ben Travis Law, APC and Joshua Swigart of Swigart Law Group, APC as Class Counsel to act on behalf of the Settlement Class and the Settlement Class Representative with respect to the Settlement. The Court authorizes Settlement Class Counsel to enter into the Settlement on behalf of the Settlement Class Representative and Settlement Class, and to bind them all to the duties and obligations contained therein, subject to final approval by the Court of the Settlement.

5. Administration. Angeion Group, LLC is appointed as Settlement Administrator to administer the notice procedure and the processing of claims for the Settlement Class. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid out of the Settlement Fund pursuant to the terms of the Settlement Agreement.

6. Class Notice. The form and content of the proposed Long Form Notice, Email Notice, Mail Notice and Claim Form attached to the Settlement Agreement are hereby approved. The Parties and Settlement Administrator may amend the notice documents as necessary to add dates, correct errors, and improve the information provided to Settlement Class Members.

7. The Settlement Administrator shall send the applicable notice as provided by the Settlement Agreement.

8. The Settlement Administrator shall treat the records of Settlement Class Members as confidential and shall not disclose all or any portion of those records to any person or entity except as authorized by Court order. The Settlement Administrator shall use the records containing Settlement Class Member information solely for the purposes of providing notice, verifying claim forms, and calculating and paying Settlement benefits.

9. Settlement Website. By the Notice Deadline, the Settlement Administrator shall maintain and administer a dedicated Settlement Website containing information and related documents about the Settlement. At a minimum, such documents shall include the Settlement

1 Agreement and attached exhibits, Long Form Notice, Email Notice, Mail Notice, this Preliminary
2 Approval Order, all submissions regarding preliminary and final Settlement approval, any
3 motion(s) for attorney's fees, costs, and/or service awards for the Settlement Class Representative,
4 the operative Complaint and the Final Approval Order. The Settlement Website shall be taken down
5 and rendered inaccessible no earlier than 60 days after all Settlement Payments have been
6 distributed.

7 10. Claims. All claims must be postmarked or submitted electronically within **ninety**
8 **(90) days after the Notice Deadline (“Claims Deadline”)** as specified by the Settlement. Any
9 Settlement Class Member who does not timely and properly submit a claim within the time
10 provided for shall be forever barred from sharing in the distribution of the proceeds of the
11 Settlement, unless otherwise agreed by the Parties or ordered by the Court, but will in all other
12 respects be subject to and bound by the provisions of the Settlement Agreement, the releases
13 contained therein, this Order, the Final Judgment, and the Final Approval Order.

14 11. The Settlement Administrator shall review and process each claim to determine
15 whether it qualifies for Settlement benefits, and in what amount(s), in accordance with the terms of
16 the Settlement. Claims that do not meet the submission requirements may be rejected. Prior to
17 rejecting a claim, in whole or in part, the Settlement Administrator shall communicate with the
18 claimant in writing to give the claimant a reasonable opportunity to remedy any deficiencies in the
19 claim.

20 12. Exclusions from the Settlement. Members of the Settlement Class who wish to
21 exclude themselves from the Settlement Class must advise the Settlement Administrator by
22 providing a written Request for Exclusion. The Request for Exclusion must be postmarked no later
23 than **sixty (60) days after the Notice Deadline** (the “Opt-Out Deadline”). In it, the Settlement
24 Class member must state the name of the proceeding, the individual's full name, current address,
25 personal signature, and the words “Request for Exclusion” or a comparable statement that the
26 individual does not wish to participate in the Settlement at the top of the communication. Any
27 member of the Settlement Class who submits a valid and timely Request for Exclusion will not be
28

bound by the terms of the Settlement. All members of the Settlement Class who do not submit a timely, valid Request for Exclusion, however, will be bound by the Agreement and the Judgment, including the releases and covenant not to sue.

13. Objections. Any Settlement Class Member who intends to object to the Settlement must file a written Objection with the Court, located at 350 W. 1st Street, Los Angeles California, 90012, Courtroom 5D, no later than **sixty (60) days after the Notice Deadline** (the “Objection Deadline”). In the written Objection, the Settlement Class Member must include (1) the name of the proceedings; (2) the Settlement Class Member's full name, current mailing address, and telephone number; (3) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (4) a statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (5) the identity of any attorneys representing the objector; (6) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (7) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (8) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Parties shall have the right to obtain document discovery from and take the deposition of any objector relevant to the Objection. Any Settlement Class Member who has timely filed an Objection and indicated an intent to appear may appear at the Final Approval Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of the Settlement.

14. Motion for Final Approval. The motion for final approval shall be filed and served **at least twenty-eight (28) days before the Final Approval Hearing.** Any replies to any Objections shall be filed and served at least **fourteen (14) calendar days prior to the Final Approval Hearing.**

15. The motion for attorneys' fees and costs and Service Awards shall be filed at least two weeks before the Objection and Exclusion Deadlines. Any replies to any Objections shall be filed and served at least fourteen (14) calendar days prior to the Final Approval Hearing.

16. Defendants shall bear no responsibility for any application for attorneys' fees and costs and service awards, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. At or after the Final Approval Hearing, the Court shall determine whether any application for attorneys' fees and costs to Class Counsel and any service awards to the Court-appointed Settlement Class Representative shall be approved.

17. All reasonable expenses incurred in identifying and notifying Settlement Class Members, as well as administering the Settlement, shall be paid in accordance with the terms set forth in the Settlement.

18. The Court will hold a Final Approval Hearing on _____ at _____ in Courtroom 5D of the courthouse located at 350 W. 1st Street, Los Angeles California, 90012, to determine: (a) whether the Settlement on the terms and conditions provided for therein is fair, reasonable and adequate and should be finally approved by the Court; (b) whether a judgment should be entered; (c) whether Settlement Class Counsel should be awarded attorneys' fees and costs, and if so, in what amount; and (d) whether service awards should be awarded to the Court-appointed Settlement Class Representative, and if so, in what amount. The Court may postpone the Final Approval Hearing and will provide notice of any such postponement on the Settlement Administrator's website without further notice to Settlement Class Members.

19. Neither the Settlement or any of its terms or provisions, nor any of the negotiations or proceedings connected with the Settlement, whether or not consummated, shall be construed as an admission or concession of any kind by any of the Parties. Neither the Settlement nor any of its terms or provisions, nor any of the negotiations or proceedings connected with the Settlement, may be offered against any of the Parties as evidence of, or construed as or deemed to be evidence of, any presumption, concession or admission by any of the Parties regarding any issue whatsoever including: (i) whether it was appropriate for class certification; (ii) the validity of any allegation or

1 claim that was, could have been or will be asserted against any of the Defendants; (iii) liability,
2 negligence, fault, or wrongdoing of any kind; and (iv) the existence or scope of any damages.

3 20. The Court retains exclusive and continuing jurisdiction over the Parties and the
4 Settlement Class Members to consider all further motions and applications arising out of, or
5 connected with, the Settlement. The Court may approve the Settlement with such modifications as
6 may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class. The
7 Court shall also retain jurisdiction with respect to the implementation and enforcement of the terms
8 of the Settlement, and all Parties hereto submit to the jurisdiction of the Court for purposes of
9 implementing and enforcing the Settlement.

10 21. All Settlement Class Members shall be bound by all determinations and judgments
11 of the Court in the Action concerning the Settlement and related matters, whether favorable or
12 unfavorable to the Settlement Class.

13 22. Stay of Proceedings: All proceedings in this action shall be stayed until further order
14 of the Court, except for proceedings that may be necessary to implement this Preliminary Approval
15 Order, the Settlement, its Exhibits, or to comply with or effectuate the terms and conditions of the
16 Settlement.

17 23. Pending final determination of whether the proposed Settlement should be
18 approved, neither Plaintiff nor any Settlement Class Member, directly or indirectly,
19 representatively, or in any other capacity, shall commence or prosecute against any of the
20 Defendants, any action or proceeding in any court or tribunal asserting any of the Released Claims.

21
22 **IT IS SO ORDERED.**

23 Date: _____

24 _____
25 The Honorable Cynthia Valenzuela
26 United States District Judge
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EXHIBIT L

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DANIEL LOPEZ JR., an individual, on behalf of himself and all others similarly situated

Case No. 2:24-cv-06403 CV (SKx)
The Honorable Cynthia Valenzuela

Plaintiff,

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT
AND MOTION FOR ATTORNEYS'
FEES, COSTS AND SERVICE
AWARD**

V.

**NLP, LLC, and NALS APARTMENT
HOMES, LLC,**

Date:

Defendants.

Time:

Location:

[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT

1 On _____, Plaintiff Daniel Lopez Jr. (“Plaintiff”) and Defendants NLP, LLC and
2 NALS Apartment Homes LLC (collectively “Defendants”) entered into a Settlement Agreement
3 and Release (“Settlement Agreement” or “Settlement”)¹.

4 On _____ this Court granted Preliminary Approval of the Settlement and ordered
5 that Notice be sent to the Settlement Class.

6 On _____, this matter came before this Court on Plaintiff’s Motion for Final
7 Approval of Class Action Settlement and Plaintiff’s Motion for Attorneys’ Fees, Costs and
8 Service Award. After reviewing: (a) the motions and the supporting papers, including, the
9 Settlement Agreement; (b) any objections filed with or presented to the Court; and (c) the parties’
10 responses to any objections, the Court finds good cause to grant the motions.

11 **FINDINGS:**

12 1. Upon review of the record, the Court finds that the proposed Settlement is, in all
13 respects, fair, reasonable and adequate. The Court has come to this determination pursuant to the
14 factors outlined in Federal Rules of Civil Procedure (“Rule”) 23(e)(2). Among other matters
15 considered, the Court took into account: (a) the complexity of Plaintiff’s theory of liability; (b) the
16 arguments Defendants may raise that could potentially preclude or reduce the recovery; (c) delays
17 in any award to the Settlement Class that would occur due to further litigation and appellate
18 proceedings; (d) the relief provided to the Settlement Class; (e) the recommendation of the
19 Settlement by counsel for the Parties; and (f) the low number of objectors to the Settlement,
20 demonstrating that the Settlement Class had a positive reaction to the Settlement.

21 2. The Court finds that Settlement Class members have been adequately represented
22 by the Settlement Class Representative and Settlement Class Counsel.

23 3. The Court also finds that extensive arm’s-length negotiations have taken place, in
24 good faith, between Settlement Class Counsel and Defendants’ Counsel resulting in the Settlement.
25 The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court
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27 ¹ Unless otherwise defined, all terms used herein have the same meanings as set forth in the
Settlement Agreement.

1 finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the
2 outcome, including on appeal, of continued litigation of this complex matter, which further supports
3 the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best
4 interests of the Settlement Class Members. The Court finds that the uncertainties of continued
5 litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in
6 favor of approval of the settlement reflected in the Settlement Agreement.

7 4. The Settlement provides substantial and adequate value to the Settlement Class.

8 5. The Settlement Administrator provided notice to members of the Settlement Class
9 in compliance with the Settlement Agreement, due process, and Rule 23. The notice: (i) fully and
10 accurately informed Settlement Class Members about the lawsuit and Settlement; (ii) provided
11 sufficient information so that Settlement Class Members were able to decide whether to accept the
12 benefits offered, opt-out and pursue their own remedies, or object to the proposed Settlement; (iii)
13 provided procedures for Settlement Class Members to file written objections to the proposed
14 settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv)
15 provided the time, date, and place of the final fairness hearing. The Court finds that the Notice
16 provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary
17 Approval Order and consisting of individual direct postcard and email notice, the settlement
18 website, and notice pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715
19 has been successful and (i) constituted the best practicable notice under the circumstances; (ii)
20 constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement
21 Class Members of the pendency of the Action, their right to object to the Settlement or exclude
22 themselves from the Settlement Class, and to appear at the Final Approval Hearing; (iii) was
23 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive
24 notice; and (iv) otherwise met all applicable requirements of the Federal Rules of Civil Procedure,
25 the Due Process Clause of the United States Constitution, and the rules of the Court.

26 6. The Court finds that the appropriate government officials were properly and timely
27 notified of the Settlement Agreement, pursuant to CAFA, 28 U.S.C. § 1715. The Court has
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reviewed the substance of this notice and finds that it complied with all applicable requirements of CAFA. As required by CAFA, more than ninety (90) days have elapsed between the date since notice was provided pursuant to CAFA and the Final Approval Hearing.

7. The Parties adequately performed their obligations under the Settlement Agreement.

8. The persons on the list attached hereto as Exhibit A have each submitted a valid, timely request for exclusion from the Settlement Class and are hereby excluded.

9. For the reasons stated in the Preliminary Approval Order, and having found nothing in any submitted objections that would disturb these previous findings, this Court finds and determines that the proposed Settlement Class, as defined below, meets all of the legal requirements for class certification for settlement purposes only under Rule 23(a) and (b)(3).

10. An award of \$_____ in reasonable attorneys' fees and \$_____ in actual costs incurred by Settlement Class Counsel is fair and reasonable in light of the nature of this case, Settlement Class Counsel's experience, their efforts in prosecuting this Action, and the benefits obtained for the Settlement Class.

11. A Service Award Payment of \$_____ for Plaintiff is fair and reasonable in light of his contributions to the litigation and settlement of this Action.

IT IS ORDERED THAT:

1. The Settlement Agreement is hereby finally approved in all respects, and the Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

2. The Court has personal jurisdiction over the parties to this Action and the Settlement Class Members, venue is proper, and the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto, and to enter this Order.

3. Settlement Class: The Settlement Class is defined as: All current and former employees of Defendants who reside in the United States and whose information was impacted by the Cybersecurity Incident. “Cybersecurity Incident” refers to the cybersecurity incident affecting Defendants identified on or about December 2, 2023. Excluded from the Settlement Class are: (i) Defendants, their officers and directors; (ii) all Settlement Class Members who timely and validly

requested exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person 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 Cybersecurity Incident or who pleads nolo contendere to any such charge.

4. Binding Effect of Order. This Order applies to all claims or causes of action settled under the Settlement Agreement, and binds all Settlement Class Members, including those who did not properly request exclusion. This Order does not bind persons who filed timely and valid Requests for Exclusion. Attached as Exhibit A is a list of persons who properly requested to be excluded from the Settlement.

5. Release. Plaintiff and all members of the Settlement Class who did not properly request exclusion are: (1) deemed to have released and discharged all Released Parties from all Released Claims as defined by the Settlement Agreement; 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 is set forth in the Settlement Agreement and is specifically incorporated herein by this reference.

6. Settlement Class Benefits. Upon entry of this Order, compensation to the Settlement Class Members shall be effected pursuant to the terms of the Settlement Agreement.

7. Administrator Costs. Notice and Administration Costs of _____ shall be paid out of the Settlement Fund, according to the terms of the Settlement Agreement, to the Settlement Administrator, Angeion Group, LLC.

8. The Court hereby confirms Ben Travis of Ben Travis Law, APC and Joshua Swigart of Swigart Law Group APC as Settlement Class Counsel.

9. Class Counsel's Attorneys' Fees and Costs. Class Counsel shall be paid \$_____ as their attorneys' fees and \$_____ for reimbursement of costs and expenses, with payment coming out of the Settlement Fund. The Court further finds that the hourly rates of Settlement Class Counsel are reasonable and in keeping with market rates for comparably complex litigation in Southern California.

1 10. The Court hereby confirms Daniel Lopez Jr. as Settlement Class Representative.

2 11. Service Award Payment: Plaintiff shall be awarded \$_____ as a Service Award
3 Payment, with payment coming from the Settlement Fund.

4 12. Dismissal with Prejudice. The Court dismisses with prejudice all claims of the
5 members of the Settlement Class asserted in this Action.

6 13. Court's Jurisdiction. Without affecting the finality of this Order or the Judgment in
7 any way, pursuant to the Parties' request, the Court shall retain jurisdiction over all matters relating
8 to the interpretation, administration, implementation, effectuation, consummation, and enforcement
9 of the Agreement and this Order and judgment, and for any other necessary purpose.

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11 **IT IS SO ORDERED.**

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13 Date: _____

14 _____
15 The Honorable Cynthia Valenzuela
16 United States District Judge
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