

# **EXHIBIT 1**

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Charles Viviali, Lisa Alicea, and Kayla Lofton (“Plaintiffs”), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 38), and One Point HR Solutions, LLC (“One Point” or “Defendant”) (collectively the “Parties”), in the action *Viviali et al. v. One Point HR Solutions, LLC* (Case No. 26-CI-00098) filed on or about January 12, 2026, in the 16th Judicial Circuit, Kenton County, Kentucky (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined in Paragraph 28), upon and subject to the terms and conditions below.

### RECITALS

WHEREAS, on November 1, 2024, Plaintiff Viviali filed a Complaint against Defendant in the United States District Court for the Eastern District of Kentucky related to a cybersecurity incident that began on or around July 3, 2023 (the “Data Incident”) affecting Defendant;

WHEREAS, on January 3, 2025, an Amended Complaint was filed adding Plaintiffs Lisa Alicea and Kayla Lofton and alleging claims for negligence, negligence *per se*, breach of confidence, breach of implied contract, breach of the implied covenant of good faith and fair dealing, breach of fiduciary duty, unjust enrichment, invasion of privacy, violation of the Kentucky Consumer Protection Act, and declaratory judgment;

WHEREAS, Defendant moved to dismiss Plaintiffs’ Amended Complaint and the Parties fully briefed that motion;

WHEREAS, the Court granted in part and denied in part Defendant’s motion to dismiss;

WHEREAS, the Parties then agreed to engage in informal discovery and mediation, exchanging information necessary to evaluate their respective settlement positions;

WHEREAS, on September 9, 2025, the Parties participated in a full-day mediation with Judge David E. Jones (ret.). Although the Parties did not reach a settlement during mediation, they continued to engage in arm’s length negotiations and, after several weeks, reached an agreement on the essential terms of a settlement;

WHEREAS, the Parties agreed to dismiss the federal court action and refile the Action in this Court, filing this matter on January 12, 2026;

WHEREAS, Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiff and Settlement Class Members in any way;

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 Plaintiffs 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:

### DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. “Approved Claim” means the complete and timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.
2. “Alternative Cash Payment” means the cash payment of \$65.00 that Settlement Members can claim as set forth in Paragraph 43(d).
3. “Defendant’s Counsel” means Claudia D. McCarron of Mullen Coughlin LLC.
4. “Claim Form” means the form(s) Participating Settlement Class Members must submit to be eligible for Ordinary Loss, Extraordinary Loss, Credit Monitoring Services, Lost Time Reimbursement, or the Alternative Cash Payment claims under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.
5. “Claims Deadline” means the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to the Settlement Website to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.
6. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.
7. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 46.
8. “Court” means the 16th Judicial Circuit, Kenton County, Kentucky.

9. “Credit Monitoring Services” means the credit monitoring services described in Paragraph 42, which includes two (2) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

10. “Data Incident” means the cybersecurity incident affecting Defendant between July 3, 2023, and February 14, 2024.

11. “Effective Date” means ten business days after all of the following conditions have occurred (i) the Court enters the Preliminary Approval Order substantially in the form attached hereto as **Exhibit D**; (ii) the Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement; and (iii) either (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; and (iv) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review.

12. “Extraordinary Losses” means monetary losses that meet the following conditions: (i) is an actual, documented and unreimbursed monetary loss arising from identity theft, fraud, or similar misuse (ii) that was more likely than not caused by the Data Incident; (iii) that occurred between July 3, 2023, and the Claims Deadline; (iv) that is not already covered by the Ordinary Loss or Lost Time categories; and (v) that the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for the loss, including but not limited to, exhaustion of all of the Settlement Class Member’s available credit monitoring insurance and identity theft insurance. The maximum amount any one Settlement Class Member may recover for extraordinary losses is \$5,000.00. Extraordinary Losses must be supported by third-party documentation, as discussed in Paragraph 43(c).

13. “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, with the understanding that attorneys’ fees and service awards shall not exceed the amounts provided in Paragraphs 71 and 73

14. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment to be approving the Settlement Agreement, approving the Fee Award and Costs, and approving Service Awards to the Class Representatives.

15. “Final Approval Order and Judgment” means an order and judgment substantially in the form attached hereto as **Exhibit E** 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 the Kentucky Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

16. “Litigation Costs and Expenses” means reasonable costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

17. “Lost Time” means time Settlement Class Members spent monitoring financial or other accounts, researching the Data Incident, researching credit monitoring options and/ or communicating with financial or other institutions, or otherwise dealing with issues related to the Data Incident, up to a maximum of three (3) hours at \$30.00 per hour, supported by an attestation that the activities were related to the Data Incident and identifying how the time was spent, made under penalty of perjury, as set forth in Paragraph 43.

18. “Notice” means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto as **Exhibit A** (“Short Form Notices”) and **Exhibit B** (“Long Form Notice”).

19. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than forty-five (45) days after entry of the Preliminary Approval Order.

20. “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 for undeliverable notices, 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 fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

21. “Objection Deadline” is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be sixty (60) days after the Notice Deadline, or other such date as ordered by the Court.

22. “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.

23. “Opt-Out Deadline” is the last day on which a Settlement Class Member may postmark a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

24. “Ordinary Loss” means unreimbursed, documented expenses and fees actually incurred or spent as a result of the Data Incident between July 3, 2023, and the Claims Period Deadline, including, without limitations and by way of example, out-of-pocket expenses incurred, fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Incident. The maximum amount any one Settlement Class Member may recover

for ordinary losses is \$400.00, made under penalty of perjury. Ordinary Losses must be supported by third-party documentation, as discussed in Paragraph 43(a).

25. “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 55.

26. “Personal Information” includes, but is not limited to, names, Social Security numbers, dates of birth, driver’s license numbers, state identification numbers, federal employer identification numbers, financial account information, government identification numbers, health insurance information, individual tax identification numbers, medical information, passport numbers, payment card information, email addresses, usernames, and passwords. 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, or how the Parties may use the term in other circumstances.

27. “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 the Kentucky Rules of Civil Procedure, 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 D**.

28. “Released Claims” means any and all claims, liabilities, rights, claims, 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 result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

29. “Released Parties” means Defendant and each and every of its predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

30. “Releasing Parties” and a “Releasing Party” shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representatives and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, 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 behalf.

31. “Request for Exclusion” means a writing 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 55.

32. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this Action as set forth in Paragraph 69.

33. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

34. “Settlement Administrator” means Angeion Group LLC (“Angeion”), subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel, Defendant and Defendant’s Counsel, to administer the settlement.

35. “Settlement Class” means all individuals residing in the United States whose Personal Information was potentially compromised in the Data Incident experienced by One Point HR Solutions, LLC, including all those who received notice of the Data Incident. Excluded from the Settlement Class are (i) Defendant (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 Data Incident or who pleads *nolo contendere* to any such charge.

36. “Settlement Class Counsel” means Andrew Mize of Stranch, Jennings & Garvey, PLLC, Daniel Srourian of Srourian Law Firm, P.C., and Raina C. Borrelli of Strauss Borrelli PLLC.

37. “Settlement Class List” means the list of the names and current or last known mailing address information for Settlement Class Members that Defendant used to mail notice of the Data Incident to individuals, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

38. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

39. “Settlement Class Representatives” means Charles Viviali, Lisa Alicea, and Kayla Lofton.

40. “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 Paragraph 47.

41. “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 53.

### **SETTLEMENT BENEFITS AND REIMBURSEMENT**

42. **Credit Monitoring Services.** Participating Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services which will include two (2) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

43. **Cash Benefits.** Defendant will pay Approved Claims for Ordinary Losses, Extraordinary Losses, and/or Lost Time Reimbursement, or, in the alternative, Alternative Cash Payments, as described below, up to an aggregate cap of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00). In the event that the total Settlement benefits claimed in Paragraph 43 exceed \$750,000, such Approved Claims will be decreased *pro rata* to stay within the maximum \$750,000 cap. Participating Settlement Class Members who submit a valid and timely Claim Form may choose from all applicable claim categories (a) through (c) below or, in the alternative, choose from Credit Monitoring and/or an Alternative Cash Payment.

a. **Claims for Compensation of Ordinary Losses** up to a total of \$400.00 per Participating Settlement Class Member upon submission of a valid documented claim and supporting third-party documentation for each item of expenditure claimed. Participating Settlement Class Members with Ordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Ordinary Losses would include, without limitation and by way of example:

i. *Out of pocket expenses actually incurred* as a result of the Data Incident, including, without limitation, and by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

- ii. Fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Incident;
  - b. **Claims for Reimbursement for Lost Time** up to 3 hours at a rate of \$30.00 per hour (for a total of \$90.00) per Participating Settlement Class Member for time actually spent responding to issues raised by the Data Incident if at least one full hour was spent dealing with the Data Incident. Participating Settlement Class Members must submit a valid claim form identifying the activities engaged in and the time spent on each such activity and provide attestation, under penalty of perjury, on the Claim Form that the activities they performed were related to the Data Incident. Claims for Lost Time are subject to the \$400.00 cap for Ordinary Losses.
  - c. **Claims for Extraordinary Losses** up to a total of \$5,000.00 per Participating Settlement Class Member who was the victim of actual fraud or identity theft in compensation on submission of a valid and timely claim form for monetary losses with third party documentation that meets the following conditions:
    - i. The loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft;
    - ii. The submitted documentation is not “self-prepared” by the claimant. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.
    - iii. The loss from fraud or identity theft was more likely than not caused by the Data Incident;
    - iv. The loss was incurred after July 3, 2023 and before the Claims Period Deadline;
    - v. The loss is not already covered by the Ordinary Loss or Lost Time categories;
    - vi. The Participating Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
  - d. **Alternative Cash Payment.** Participating Settlement Class Members may claim an Alternative Cash Payment of \$65.00 per Settlement Class Member in lieu of claims for Ordinary Losses, Lost Time, and Extraordinary Losses. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Ordinary Losses, Lost Time, or Extraordinary Losses. However, Participating Settlement Class Members can claim both the Alternative Cash Payment and Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.
44. **Business Practice Commitments.** Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since

the Data Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendant separate and apart from all other settlement benefits. To the extent the Court requires this declaration be filed, it shall be filed under seal.

**CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS**

45. **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 to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked 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 by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

46. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, Alternative Cash Payment, or Credit Monitoring Services are valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- 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. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Paragraph 43 above.
- d. The Settlement Administrator will determine to what extent documentation for Ordinary Losses and Extraordinary Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.
- e. In determining whether claimed Ordinary Losses and Extraordinary Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after July 3, 2023; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Data Incident; (iii) the explanation of the Participating Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.

- f. The Settlement Administrator is authorized to contact any Participating Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- g. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- h. To the extent the Settlement Administrator determines that a timely claim for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class Member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Participating Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Participating Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- i. If a Participating Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Participating Settlement Class Member may request an appeal in writing, including any supporting documents. 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 the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

**47. Payment.**

- a. 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 Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, Credit Monitoring Services, or the Alternative Cash Payment and also provide funding instructions to Defendant. Within the later of forty-five (45) days of receiving this accounting or thirty (30) days of the Effective Date, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement.

- b. Payments issued by the Settlement Administrator for Approved Claims for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 47(a).
- c. All Participating Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.
- d. In accordance with CR 23.05(6), to the extent that any funds remain after the payment of all approved claims and payments to Settlement Class Members, expenses, litigations, costs, attorney's fees, the service award, and other approved disbursements, then twenty-five percent (25%) of the funds shall be disbursed to the Civil Rule 23 Account maintained by the Kentucky IOLTA Fund Board of Trustees pursuant to Supreme Court Rule 3.830(20), and (75%) of the funds shall be disbursed to the cy pres Legal Aid of the Bluegrass, Kentucky.

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

49. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

50. **Voided Checks.** In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check 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 Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

### **SETTLEMENT CLASS NOTICE**

51. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The

Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid mailing address by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

52. **Form of Notice.** Notice shall be disseminated via postcard with a tear-off claim form through First Class U.S. mail to Settlement Class Members on the Settlement Class List. 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 A**. 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, Settlement Class Counsel and Defendant's 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 postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an 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 Court approval.

53. **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 URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. 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 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. Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. 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.

54. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraphs 42–44. The costs of Notice and Administrative Expenses will be subject to a not to exceed amount of \$45,500.00.

### **OPT-OUTS AND OBJECTIONS**

55. **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 the Opt-Out 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.
- 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; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating 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.
- d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Participating Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 55, above, shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

56. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys' fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked no later than the Objection Deadline. 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, including the Release. 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 objections submitted.

### **DUTIES OF THE SETTLEMENT ADMINISTRATOR**

57. **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 orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- 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 deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;
- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;

- 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 Defendant's Counsel that include information regarding claims, objections, Opt Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;
- 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 agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

### **PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

58. **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. 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. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representative as the representative for the Settlement Class.

59. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's 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 Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

60. **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 E**, at least fourteen (14) days before the Final Approval Hearing. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's 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 Defendant are addressed.

61. **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 between the Parties 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 and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendant.

## **MODIFICATION AND TERMINATION**

62. **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 or Defendant under this Agreement.

63. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): within fourteen (14) days of (1) the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court; (4) the close of the period to Opt Out, if the conditions described in Paragraph 64 occur; or (5) the conditions described in Paragraphs 71 or 73 occur.

64. **Defendant's Option.** Defendant shall have the right to, in its sole discretion, terminate the Agreement pursuant to the procedures in Paragraph 63 if more than 100 Settlement Class Members submit valid requests to Opt Out of the Settlement. In no event will Class Counsel, the Settlement Class Representative, Defendant's corporate officers, or Defendant's Counsel encourage Settlement Class Members to opt-out of the Settlement Class.

65. **Effect of Termination.** In the event of a termination as provided in Paragraph 63, 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, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. 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, and shall not be used or cited thereafter.

by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

66. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such occurrence or non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

## **RELEASES**

67. **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 Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

68. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and claims Releasing Parties 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, the Releasing Parties 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.

Upon the Effective Date, each-Releasing Party 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. 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 Released Claims or relation of the Released Parties thereto, 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 the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

69. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

70. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Participating Settlement Class Members, and all Releasing Parties, 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. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

#### **SERVICE AWARD PAYMENTS**

71. **Service Award Payments.** 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 each Settlement Class Representative in recognition of their contributions to this Action not to exceed Two Thousand and Five Hundred Dollars and Zero Cents (\$2,500.00). If more than \$2,500.00 per Plaintiff is requested as a service award, Defendant shall have the option to terminate the Settlement in accordance with Paragraph 63. Prior to the disbursement or payment of the Service Award Payment, Settlement Class Representatives shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved service award to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service award. Defendant's obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendant 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, Defendant shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

72. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, 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.

### **ATTORNEYS' FEES, COSTS, EXPENSES**

73. **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 Fee Award and Costs, as well as the Service Award, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for Fee Award and Costs, which shall not exceed Two Hundred and Ninety Thousand Dollars (\$290,000.00). If more than \$290,000.00 is requested as a Fee Award and Costs, Defendant shall have the option to terminate the Settlement in accordance with Paragraph 63. Settlement Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

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

### **NO ADMISSION OF LIABILITY**

75. **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.

76. **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 any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; 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 any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

### MISCELLANEOUS

77. **Publicity.** The Parties agree that they shall not publicize this Settlement, the amount or sum of individual Settlement Class Representative's or Participating Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required, and as otherwise permitted within this Agreement for the purpose of effectuating the Notice program (including the Settlement Website). If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

78. **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.

79. **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, including counsel for 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 and consistent with any orders of the Court in this proceeding, 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.

80. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with 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 reached voluntarily after consultation with legal counsel of their choice.

81. **Other Litigation.** Plaintiff and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Action.

82. **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.

83. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiff and Defendant.

84. **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 and reasonably dictates.

85. **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.

86. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

87. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

88. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

89. **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.

90. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of Kentucky, without regard to choice of law principles.

91. **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.

92. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Raina C. Borrelli  
**STRAUSS BORRELLI PLLC**  
980 N Michigan Ave, Suite 1610  
Chicago, IL 60611  
raina@straussborrelli.com

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

Claudia McCarron  
**MULLEN COUGHLIN LLC**  
426 W. Lancaster Avenue, Suite 200  
Devon, PA 19333  
cmccarron@mullen.law

The notice recipients and addresses designated above may be changed by written notice to the other Party.

93. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

94. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

95. **No Collateral Attack.** The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

96. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

**SIGNATURES**

**Charles Vivali**

By: \_\_\_\_\_  \_\_\_\_\_

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

**Lisa Alicea**

By: \_\_\_\_\_

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

**Kayla Lofton**

By: \_\_\_\_\_

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

**One Point HR Solutions, LLC**

By: \_\_\_\_\_

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

The notice recipients and addresses designated above may be changed by written notice to the other Party.

93. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

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**SIGNATURES**

**Charles Viviali**

By: \_\_\_\_\_

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

**Lisa Alicea**

By:  \_\_\_\_\_

Date: 02 / 25 / 2026

**Kayla Lofton**

By: \_\_\_\_\_

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

**One Point HR Solutions, LLC**

By: \_\_\_\_\_

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

The notice recipients and addresses designated above may be changed by written notice to the other Party.

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96. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

**SIGNATURES**

**Charles Viviali**

By: \_\_\_\_\_

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

**Lisa Alicea**

By: \_\_\_\_\_

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

**Kayla Lofton**

By: \_\_\_\_\_ 

Date: 3/2/2026 | 12:35 PM CST

**One Point HR Solutions, LLC**

By: \_\_\_\_\_

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

The notice recipients and addresses designated above may be changed by written notice to the other Party.

93. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

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96. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

**SIGNATURES**

**Charles Viviali**

By: \_\_\_\_\_

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

**Lisa Alicea**

By: \_\_\_\_\_

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

**Kayla Lofton**

By: \_\_\_\_\_

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

**One Point HR Solutions, LLC**

By: 

Date: 3/2/26

**Approved as to form by:**

*Counsel for Plaintiff and the Settlement Class*

By: Raina Borrelli  
Raina C. Borrelli

Date: 02 / 25 / 2026

*Counsel for Defendant*

By: \_\_\_\_\_  
Claudia McCarron

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


**Approved as to form by:**

*Counsel for Plaintiff and the Settlement Class*

By: \_\_\_\_\_  
Raina C. Borrelli

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

*Counsel for Defendant*

By:  \_\_\_\_\_  
Claudia McCarron

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

**— EXHIBIT A —**

**LEGAL NOTICE OF CLASS  
ACTION SETTLEMENT**

*Viviali v. One Point HR Solutions, LLC*  
Case No. 26-CI-00098

If your Personal Information was potentially compromised in the data incident experienced by One Point HR Solutions, LLC, you may be entitled to benefits from a proposed class action settlement including a cash payment.

*The 16th Judicial Circuit, Kenton County, Kentucky authorized this Notice.*

*You are not being sued.*

**This Notice is only a Summary.**  
For complete information about

OPHR Data Incident Settlement

c/o Settlement Administrator  
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»

the Settlement, visit **WEBSITE** or call toll-free 1-XXX-XXX-XXXX.

NOTICE ID: «NOTICE ID»  
FORM

**OPHR SETTLEMENT** ALTERNATIVE CASH PAYMENT CLAIM

«FIRST NAME» «LAST NAME»

«ADDRESS»

«BARCODE»

«CITY» «STATE» «ZIP»

---

Complete this Claim Form if you want to receive the Alternative Cash Payment. If you want to submit a claim for Credit Monitoring Services, Ordinary Losses, Lost Time, or Extraordinary Losses, visit **WEBSITE**.

**Alternative Cash Payment \$65.00 (subject to pro rata adjustment)**

Check this box if you wish to receive the Alternative Cash Payment.

**Payment Options – Select one of the following:**

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: \_\_\_\_\_

**Certification and Signature**

I swear and affirm under penalty of perjury that I am a Participating Settlement Class Member, and the information provided in this Claim Form, is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

«**BARCODE**»

A proposed Settlement has been reached with the defendant One Point HR Solutions, LLC ("One Point") in the lawsuit captioned: *Vivali v. One Point HR Solutions, LLC*, Case No. 26-CI-00098, pending in the 16th Judicial Circuit, Kenton County, Kentucky.

**Who is Included?** All individuals residing in the United States whose Personal Information was potentially compromised in the Data Incident experienced by One Point HR Solutions, LLC including all those who received notice of the Data Incident. You are receiving this Notice because One Point's records indicate that you are a Settlement Class Member.

**What does the Settlement Provide?** Participating Settlement Class Members may submit a Claim Form for Ordinary Losses of up to \$400, Lost Time actually spent responding to the Data Incident (up to three hours at a rate of \$30 per hour), and/or Extraordinary Losses up to \$5,000. Alternatively, Participating Settlement Class Members may submit a claim for the Alternative Cash Payment of \$65. These Cash Benefits are subject to an Aggregate Cap of \$750,000 and may be subject to a *pro rata* reduction. Regardless of the Cash Benefit(s) selected, all Participating Settlement Class Members may elect to receive Credit Monitoring Services. One Point will also implement certain security enhancements, and will pay for Notice and Administrative Expenses, Class Counsel's Fee Award and Costs, and Service Award Payments. Please visit [WEBSITE](#) for a full description of the Settlement benefits.

**How To Get Benefits:** Visit [WEBSITE](#) to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **DATE** or submitted by mail must be postmarked no later than **DATE**.

**Your Other Options:** If you do not want to be legally bound by the Settlement, you must **exclude yourself by DATE**. If you do not exclude yourself, you will release any claims you may have against One Point and the Released Parties related to the Data Incident, as more fully described in the Settlement Agreement, available at [WEBSITE](#). If you do not exclude yourself, you may **object** to the Settlement by **DATE**. Please visit [WEBSITE](#) for complete details on how to exclude yourself from or object to the Settlement.

**The Lawyers Representing You.** The Court has appointed the law firms of Stranch, Jennings & Garvey, PLLC, Srourian Law Firm, P.C., and Strauss Borrelli PLLC as Settlement Class Counsel to represent you and all Participating Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Settlement Class Counsel to represent you. Settlement Class Counsel shall apply to the Court for Fee Award and Costs in the amount of \$290,000, and Service Awards for the Class Representatives not to exceed \$2,500 each.

**The Final Approval Hearing.** The Court has scheduled a hearing for **DATE/TIME** at **ADDRESS**, to consider whether to approve the Settlement, Service Awards, Settlement Class Counsel's Fee Award and Costs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check **WEBSITE** for updates.

**This Notice is only a Summary. For complete information visit **WEBSITE** or call toll-free 1-XXX-XXX-XXXX.**

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**OPHR Data Incident Settlement**  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

**— EXHIBIT B —**

**Notice of Proposed Class Action Settlement**  
***Viviali et al. v. One Point HR Solutions, LLC***  
**Case No. 26-CI-00098**

*The 16th Judicial Circuit, Kenton County, Kentucky authorized this Notice.  
 You are not being sued.*

- A proposed Settlement has been reached with One Point HR Solutions, LLC (“One Point” or “Defendant”) arising out of a data incident experienced by One Point between July 3, 2023, and February 14, 2024 (the “Data Incident”).
- The Settlement Class includes all individuals residing in the United States whose Personal Information was potentially compromised as a result of the Data Incident, including all individuals who received notice of the Data Incident.
- Under the Settlement, One Point has agreed to provide certain benefits to Participating Settlement Class Members who submit valid and timely claims. In addition, One Point has agreed to implement certain security enhancements, and has agreed to pay for the costs of Notice and Administrative Expenses; Service Award Payments for the Class Representatives; and Attorneys’ Fee Award and Costs.
- Your legal rights will be affected whether you act or do not act. **You should read this entire Notice carefully.**

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>FILE A CLAIM FORM</b> <b>DEADLINE: DATE</b>	Submitting a Claim Form is the only way that you can receive any of the Settlement benefits. If you submit a Claim Form, you will give up the right to sue Defendant and certain other Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.
<b>EXCLUDE YOURSELF FROM THIS SETTLEMENT</b> <b>DEADLINE: DATE</b>	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendant or other Released Parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement benefits from this Settlement.
<b>OBJECT TO OR COMMENT ON THE SETTLEMENT</b> <b>DEADLINE: DATE</b>	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. <ul style="list-style-type: none"> <li>• If you exclude yourself from the Settlement, you cannot object to it.</li> <li>• If you object, you may also file a Claim Form to receive Settlement benefits.</li> </ul>
<b>GO TO THE FINAL APPROVAL HEARING</b> <b>DATE</b>	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
<b>DO NOTHING</b>	If you do nothing, you will not receive any of the Settlement benefits and you will give up your rights to sue Defendant and other Released Parties for the claims this Settlement resolves.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits will be provided unless the Court approves the Settlement, and it becomes final.

**BASIC INFORMATION**

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

## 1. Why did I get this Notice?

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as *Viviali et al. v. One Point HR Solutions, LLC*, Case No. 26-CI-00098 (the “Action”), pending in the 16th Judicial Circuit, Kenton County, Kentucky. The individuals who filed this lawsuit, Charles Viviali, Lisa Alicea, and Kayla Lofton, are called the “Plaintiffs” or “Settlement Class Representatives” and the company that was sued, One Point HR Solutions, LLC, is called the “Defendant” or “One Point.”

## 2. What is this lawsuit about?

Between July 3, 2023, and February 14, 2024, One Point experienced a cybersecurity incident (the “Data Incident”) in which the **Personal Information** of Settlement Class Members was potentially compromised.

For purposes of this Settlement, “Personal Information” includes, but is not limited to, names, Social Security numbers, dates of birth, driver’s license numbers, state identification numbers, federal employer identification numbers, financial account information, government identification numbers, health insurance information, individual tax identification numbers, medical information, passport numbers, payment card information, email addresses, usernames, and passwords.

Following the Data Incident, Plaintiffs brought this Action against One Point. For more information about Plaintiffs’ allegations, visit [WEBSITE](#), where you can review Plaintiffs’ Amended Complaint.

One Point denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Action or may assert against Defendant in the future regarding the Data Incident.

## 3. Why is this a class action?

In a class action, one or more people called the “Plaintiffs”, or “Settlement Class Representatives” sue on behalf of all people who have similar claims. Together, all of these people are called a “Settlement Class” or “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement.

A “Participating Settlement Class Member” is defined in this Settlement as a Settlement Class Member who does not submit a valid request for exclusion prior to the Opt-Out Deadline (*See* Question 18 for information on requesting exclusion from the Settlement).

## 4. Why is there a Settlement?

The Plaintiffs and Defendant disagree over the legal claims alleged in the Action. The Action has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant (collectively referred to as the “Parties”). Instead, in exchange for the mutual promises and valuable consideration provided for in the Settlement Agreement, the Parties have agreed 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.

## WHO IS INCLUDED IN THE SETTLEMENT?

Questions? Visit [WEBSITE](#) or call toll-free [1-XXX-XXX-XXXX](#).

## 5. How do I know if I am part of the Settlement?

The Settlement Class includes all individuals residing in the United States whose Personal Information was potentially compromised in the cybersecurity incident experienced by One Point between July 3, 2023 and February 14, 2024, including all those who received notice of the Data Incident.

## 6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, excluded from the Settlement Class are (i) Defendant; (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 Data Incident or who pleads *nolo contendere* to any such charge.

## 7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [WEBSITE](#), or call toll-free 1-[XXX-XXX-XXXX](#). You may also email the Settlement Administrator at [EMAIL](#).

## THE SETTLEMENT CLASS MEMBER BENEFITS

### 8. What does the Settlement provide?

The Settlement will provide Participating Settlement Class Members with the opportunity to submit a Claim Form for Credit Monitoring and Cash Benefits.

**Credit Monitoring Services.** Includes two (2) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

**Cash Benefits.** Participating Settlement Class Members can submit a Claim Form for one of the following Cash Benefit options.

**Cash Benefit A** – Includes Ordinary Losses, Lost Time, and/or Extraordinary Losses.

- **Ordinary Losses.** Compensation up to a total of \$400.00 per Participating Settlement Class Member upon submission of a valid documented claim and supporting third-party documentation for each item of expenditure claimed. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Ordinary Losses would include, without limitation and by way of example:
  - i. *Out of pocket expenses actually incurred* as a result of the Data Incident, including, without limitation, and by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after «mailing of the notice of Data Incident», through the date of this Claim Form submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
  - ii. Fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Incident.

Questions? Visit [WEBSITE](#) or call toll-free [1-XXX-XXX-XXXX](#).

- **Lost Time.** Reimbursement of up to 3 hours at a rate of \$30.00 per hour (for a total of \$90.00) per Participating Settlement Class Member for time actually spent responding to issues raised by the Data Incident if at least one full hour was spent dealing with the Data Incident. Participating Settlement Class Members must submit a valid claim form identifying the activities engaged in and the time spent on each such activity and provide attestation, under penalty of perjury, on the Claim Form that the activities they performed were related to the Data Incident. *Claims for Lost Time are subject to the \$400.00 cap for Ordinary Losses.*
- **Extraordinary Losses.** Claim up to a total of \$5,000.00 per Participating Settlement Class Member who was the victim of actual fraud or identity theft in compensation on submission of a valid and timely claim form for monetary losses with third party documentation that meets the following conditions:
  - i. The loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft;
  - ii. The submitted documentation is not “self-prepared” by the claimant. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation;
  - iii. The loss from fraud or identity theft was more likely than not caused by the Data Incident;
  - iv. The loss was incurred after July 3, 2023 and before «the Claims Period Deadline»;
  - v. The loss is not already covered by the Ordinary Loss or Lost Time categories;
  - vi. The Participating Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and

**Cash Benefit B** – Includes the Alternative Cash Payment.

- **Alternative Cash Payment.** Participating Settlement Class Members may claim an Alternative Cash Payment of \$65.00 per Settlement Class Member in lieu of claims for Ordinary Losses, Lost Time, and Extraordinary Losses. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Ordinary Losses, Lost Time, or Extraordinary Losses. However, Participating Settlement Class Members can claim both the Alternative Cash Payment and Credit Monitoring Services. To receive this benefit, Participating Settlement Class Members must submit a valid claim form, but no documentation is required for the Alternative Cash Payment.

**Aggregate Cap.**

The Defendant will pay, up to an aggregate cap of \$750,000, Approved Claims for Ordinary Losses, Extraordinary Losses, and/or Lost Time Reimbursement, or, in the alternative, Alternative Cash Payments, as described above. In the event that the total Cash Benefits exceed \$750,000, Approved Claims and Alternative Cash Payments will be decreased *pro rata* to stay within the maximum \$750,000 cap.

**9. Are there other Settlement benefits?**

Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since the Data Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendant separate and apart from all other Settlement benefits.

**10. What am I giving up in order to receive a Settlement benefit or stay in the Settlement Class?**

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court’s orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part

of any other lawsuit against the Defendant and the other Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called Released Claims (See next question).

#### **11. What are the Released Claims?**

Released Claims includes any and all claims, liabilities, rights, claims, 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 result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant's information security policies and practices, or Defendant's maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

More information about the Released Claims and Released Parties is provided in the Settlement Agreement, available at [WEBSITE](#).

### **HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM**

#### **12. How do I make a claim for Settlement benefits?**

Visit [WEBSITE](#) to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by [DATE](#). Claim Forms submitted by mail must be postmarked no later than [DATE](#).

Participating Settlement Class Members can also request a Claim Form by calling toll-free 1-[XXX-XXX-XXXX](#) or by writing to the Settlement Administrator.

Mail: [OPHR Data Incident Settlement](#), Attn: Claim Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: [EMAIL](#)

#### **13. Where do I send my completed Claim Form?**

Completed Claim Forms, along with supporting documentation may be mailed to the Settlement Administrator at: [OPHR Data Incident Settlement](#), Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Remember, Claim Forms submitted by mail must be postmarked no later than [DATE](#).

#### **14. What happens if my contact information changes after I submit a claim?**

If you need to update your contact information after you submit a Claim Form, you may notify the Settlement Administrator of any changes by writing to the Settlement Administrator via mail or email. Please include your Notice ID number with any written requests to assist the Settlement Administrator in identifying you.

#### **15. When and how will I receive the Settlement Benefits?**

If you submit a Valid Claim for Credit Monitoring Services, the Settlement Administrator will send you an email with instructions on how to activate those services after the Settlement is approved and becomes Final.

Cash Benefit payments will be issued by the Settlement Administrator after the Settlement is approved and becomes Final. Payments will be issued via the payment selection made on the Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your payment information after the submission of your Claim Form.

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement benefits can be issued. Please be patient and check [WEBSITE](#) for updates.

### **THE LAWYERS REPRESENTING YOU**

Questions? Visit [WEBSITE](#) or call toll-free [1-XXX-XXX-XXXX](#).

**16. Do I have a lawyer in this case?**

Yes, the Court has appointed Andrew Mize of Stranch, Jennings & Garvey, PLLC, Daniel Srourian of Srourian Law Firm, P.C., and Raina C. Borrelli of Strauss Borrelli PLLC, as Settlement Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Settlement Class Counsel to represent you in this Action.

**17. How will Settlement Class Counsel be paid?**

Settlement Class Counsel will file a motion for Fee Award and Costs, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for Fee Award and Costs, which shall not exceed Two Hundred and Ninety Thousand Dollars (\$290,000.00). Settlement Class Counsel's motion will also seek a service award payment for each Settlement Class Representative in recognition of their contributions to this Action not to exceed Two Thousand and Five Hundred Dollars and Zero Cents (\$2,500.00).

These amounts are subject to Court approval and do affect the Aggregate Cap.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you are a Settlement Class Member and want to keep any rights you may have to sue or continue to sue the Defendant and/or the other Released Parties on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement. Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the instructions below will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

**18. How do I get out of the Settlement?**

Settlement Class Members who want to exclude themselves or “opt-out” of the Settlement must submit a Request for Exclusion to the Settlement Administrator by mail, postmarked no later than **DATE**.

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.

Any Settlement Class Member who does not file a timely request for exclusion in accordance with the above requirements will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **DEADLINE**:

**OPHR Data Incident Settlement**  
Attn: Exclusion Requests  
P.O. Box 58220  
Philadelphia, PA 19102

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; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating 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.

**19. If I exclude myself, can I still receive Settlement benefits?**

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive Settlement benefits if you stay in the Settlement and submit a valid Claim Form.

**20. If I do not exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendant and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

**OBJECT TO OR COMMENT ON THE SETTLEMENT**

**21. How do I tell the Court that I do not like the Settlement?**

Settlement Class Members who wish to object to the Settlement or request for attorneys' fees and Litigation Costs and Expenses must file a written objection with the Court no later than **the Objection Deadline**.

The written objection must include (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked no later than **the Objection Deadline**.

<b>Court</b>	<b>Settlement Administrator</b>
[Court Address]	OPHR Data Incident Settlement Attn: Objections P.O. Box 58220 Philadelphia, PA 19102 Email Address
<b>Settlement Class Counsel</b>	<b>Settlement Class Counsel</b>
Raina C. Borrelli <b>Strauss Borrelli PLLC</b> 980 N Michigan Ave, Suite 1610 Chicago, IL 60611 raina@straussborrelli.com	Andrew Mize <b>Stranch, Jennings &amp; Garvey, PLLC</b> Address Email Address
<b>Settlement Class Counsel</b>	<b>Defendant's Counsel</b>
Daniel Srourian <b>Srourian Law Firm, P.C.</b> Address Email Address	Claudia McCarron <b>Mullen Coughlin LLC</b> 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333 Email Address

This is the exclusive means for any challenge to the Settlement Agreement. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this section 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, including the Release.

**22. What is the difference between objecting and requesting exclusion?**

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, you do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part

of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

## THE FINAL APPROVAL HEARING

### 23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **DATE & TIME** in Courtroom **X**, located at **ADDRESS**.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check **WEBSITE** for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Settlement Class Counsel's request for Fee Award and Costs, and Service Awards for the Settlement Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

### 24. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection, the Court will consider it, and you do not have to come to Court to talk about it.

### 25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*See* Question 21). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

## IF YOU DO NOTHING

### 26. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the other Released Parties about the legal issues in this Action and released by the Settlement Agreement.

## GETTING MORE INFORMATION

### 27. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at **WEBSITE**. You may also contact the Settlement Administrator by mail or email:

Mail: **OPHR Data Incident Settlement**, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: **Email Address**

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

**— EXHIBIT C —**

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

*Viviali v. One Point HR Solutions, LLC*  
Case No. 26-CI-00098  
16th Judicial Circuit, Kenton County, Kentucky

OPHR-  
CLAIM

## DATA INCIDENT SETTLEMENT CLAIM FORM

### GENERAL INSTRUCTIONS

You are eligible to submit a Claim Form if you are a member of the Settlement Class, which includes:

**All individuals residing in the United States whose Personal Information was potentially compromised in the Data Incident experienced by One Point HR Solutions, LLC, including all those who received notice of the Data Incident.**

Settlement Class Members can submit a Claim Form online at **WEBSITE** or by completing this Claim Form and mailing it to the Settlement Administrator, so it is postmarked no later than **«the Claims Period Deadline»**.

### SETTLEMENT BENEFITS & REIMBURSEMENT

The Settlement provides for the following Settlement Benefits and Reimbursement options. Please review the benefit descriptions and documentation requirements (where applicable).

**Credit Monitoring Services.** Includes two (2) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

In addition to Credit Monitoring Services, Participating Class Members may submit a Claim Form for one of the following Cash Benefit options.

**Cash Benefit A** – Includes Ordinary Losses, Lost Time, and/or Extraordinary Losses.

- **Ordinary Losses.** Compensation up to a total of \$400.00 per Participating Settlement Class Member upon submission of a valid documented claim and supporting third-party documentation for each item of expenditure claimed. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Ordinary Losses would include, without limitation and by way of example:
  - i. *Out of pocket expenses actually incurred* as a result of the Data Incident, including, without limitation, and by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after **«mailing of the notice of Data Incident»**, through the date of this Claim Form submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges reasonably related to the Data Incident.
  - ii. Fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Incident.
- **Lost Time.** Reimbursement of up to 3 hours at a rate of \$30.00 per hour (for a total of \$90.00) per Participating Settlement Class Member for time actually spent responding to issues raised by the Data Incident provided that no claim can be submitted unless at least one full hour was spent dealing with the Data Incident. Participating Settlement Class Members must submit a valid claim form identifying the activities engaged in and the time spent on each such activity and provide attestation, under penalty of perjury, on the Claim Form that the activities they performed were related to the Data Incident. ***Claims for Lost Time are subject to the \$400.00 cap for Ordinary Losses.***

QUESTIONS? VISIT **WWW. .COM** OR CALL TOLL-FREE 1-**XXX-XXX-XXXX**

Your claim must be submitted online or postmarked by: **DEADLINE**

*Viviali v. One Point HR Solutions, LLC*  
Case No. 26-CI-00098  
16th Judicial Circuit, Kenton County, Kentucky

**OPHR-CLAIM**

### DATA INCIDENT SETTLEMENT CLAIM FORM

- **Extraordinary Losses.** Claim up to a total of \$5,000.00 per Participating Settlement Class Member who was the victim of actual fraud or identity theft in compensation on submission of a valid and timely claim form for monetary losses with third party documentation that meets the following conditions:
  - i. The loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft;
  - ii. The submitted documentation is not “self-prepared” by the claimant. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation;
  - iii. The loss from fraud or identity theft was more likely than not caused by the Data Incident;
  - iv. The loss was incurred after July 3, 2023 and before **«the Claims Period Deadline»**;
  - v. The loss is not already covered by the Ordinary Loss or Lost Time categories;
  - vi. The Participating Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and

#### Cash Benefit B

- **Alternative Cash Payment.** Participating Settlement Class Members may claim an Alternative Cash Payment of \$65.00 per Settlement Class Member in lieu of claims for Ordinary Losses, Lost Time, and Extraordinary Losses. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Ordinary Losses, Lost Time, or Extraordinary Losses. However, Participating Settlement Class Members can claim both the Alternative Cash Payment and Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.

#### AGGREGATE CAP

The Defendant will pay, up to an aggregate cap of \$750,000, Approved Claims for Ordinary Losses, Extraordinary Losses, and/or Lost Time Reimbursement, or, in the alternative, Alternative Cash Payments, as described above. In the event that the total Cash Benefits exceed \$750,000, Approved Claims and Alternative Cash Payments will be decreased *pro rata* to stay within the maximum \$750,000 cap.

#### SUBMITTING YOUR CLAIM FORM

Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.

Mail your completed Claim Form, including any supporting documentation to: **OPHR Data Incident Settlement**, Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

#### **I. PARTICIPATING CLASS MEMBER NAME AND CONTACT INFORMATION**

Please provide your name and contact information below. It is your responsibility to notify the Settlement Administrator if your contact information changes after you submit your Claim Form.

QUESTIONS? VISIT **WWW.** .COM OR CALL TOLL-FREE 1-**XXX-XXX-XXXX**

Your claim must be submitted online or postmarked by: **DEADLINE**

Viviali v. One Point HR Solutions, LLC  
Case No. 26-CI-00098  
16th Judicial Circuit, Kenton County, Kentucky

OPHR-CLAIM

DATA INCIDENT SETTLEMENT CLAIM FORM

First Name

Last Name

[Empty text box for First Name]

Street Address

[Empty text box for Street Address]

[Empty text box for City]

City

State

[Empty text box for State]

Zip Code

[Empty text box for City]

[Empty text box for State]

[Empty text box for Zip Code]

Email Address

Phone Number

Notice ID

II. CREDIT MONITORING SERVICES

Check this box if you wish to receive Credit Monitoring Services.

Checking this box and submitting this Claim Form will not automatically enroll you in Credit Monitoring Services. To enroll, you must follow the instructions that will be sent to the email address that you provide in Section I above after the Settlement is approved and becomes final (the "Effective Date").

III. CASH BENEFIT A - ORDINARY LOSSES

Check this box if you are claiming Ordinary Losses up to \$400.

You **must** submit supporting documentation demonstrating unreimbursed expenses and fees actually incurred or spent as a result of the Data Incident between July 3, 2023, and **«the Claims Period Deadline»**. Complete the chart below describing the supporting documentation you are submitting, and the amount you are seeking in compensation.

Description of Documentation Provided	Amount
<b>Total Documented Ordinary Losses Claimed:</b>	

IV. CASH BENEFIT A - LOST TIME

Check this box if you are seeking reimbursement for time actually spent responding to issues raised by the Data Incident (up to \$90.00 and subject to the \$400.00 Ordinary Loss cap).

Indicate the number of hours spent:  1 Hour  2 Hours  3 Hours

QUESTIONS? VISIT **WWW. .COM** OR CALL TOLL-FREE 1-**XXX-XXX-XXXX**



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16th Judicial Circuit, Kenton County, Kentucky

**OPHR-  
CLAIM**

**DATA INCIDENT SETTLEMENT CLAIM FORM**

**VII. PAYMENT SELECTION**

Please select **one** of the following 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: \_\_\_\_\_

**\*Payment via check will be mailed to the address provided in Section I above.**

**VIII. CERTIFICATION & SIGNATURE**

I swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in this claim form and any documents submitted with this claim form are true and correct to the best of my knowledge or recollection. 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 D —**

**COMMONWEALTH OF KENTUCKY  
16<sup>TH</sup> JUDICIAL CIRCUIT  
KENTON CIRCUIT COURT  
DIVISION THREE (3)  
JUDGE MARY K. MOLLOY  
CASE NO. 26-CI-00098**

CHARLES VIVIALI, LISA ALICEA, and  
KAYLA LOFTON, individually, and on  
behalf of all others similarly situated

PLAINTIFFS

v.                    **ORDER GRANTING UNOPPOSED MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

ONE POINT HR SOLUTIONS, LLC

DEFENDANT

\* \* \* \* \*

Motion having been made by Plaintiffs, Charles Viviali, Lisa Alicea, and Kayla Lofton (“Plaintiffs” or “Class Representatives”), individually, and on behalf of the Settlement Class, for Preliminary Approval of the proposed class action Settlement in the above styled action with Defendant, One Point HR Solutions, LLC (“Defendant”), pursuant to Civil Rule 23.05 of the Kentucky Rules of Civil Procedure; and the Court being well and sufficiently advised;

The Court **HEREBY GRANTS** the motion as follows:

1.     **Class Certification:** The Court certifies the proposed class for the purpose of Settlement only:

All individuals residing in the United States whose Personal Information was potentially compromised in the Data Incident experienced by One Point HR Solutions, LLC, including all those who received notice of the Data Incident.

Excluded from the Settlement Class are (i) Defendant (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 Data Incident or who pleads nolo contendere to any such charge.

2. The Court finds that the requirements of CR 23.01 and CR 23.02(c) are satisfied. Specifically, the Court finds, for settlement purposes, that: (a) the Settlement Class of approximately 22,885 persons is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Plaintiffs, proposed Class Representatives are typical of and arise from the same operative facts and the Plaintiffs seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

3. **Class Counsel and Class Representatives:** The Court finds that Plaintiffs are adequate Class Representatives, and proposed Class Counsel are all qualified and adequate to represent the Class. The Court therefore appoints Andrew E. Mize of Stranch, Jennings & Garvey, PLLC, Daniel Srourian of Srourian Law Firm, P.C., and Raina C. Borrelli of Strauss Borrelli, PLLC as Class Counsel for settlement purposes only, and appoints Plaintiffs Charles Viviali, Lisa Alicea, and Kayla Lofton as Class Representatives.

4. **Preliminary Approval:** Upon preliminary review, the Court finds the Settlement is within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that: the Class Representatives and Class Counsel have adequately represented the Class; the Agreement was negotiated at arms' length and entered into in good faith without collusion; the relief provided for the Settlement Class appears adequate,

taking into account the costs, risks, and delay of trial and appeal; and that the Settlement treats Class Members equitably relative to each other.

In making this determination, the Court has considered the benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class including the method of processing class-member claims, the proposed manner of allocating benefits to Settlement Class Members, and the terms of the proposed award of attorneys' fees, including timing of payment and the disposition of residual funds, and all of the other factors required by CR 23.05 and relevant case law.

5. **Jurisdiction:** The Court has subject matter jurisdiction pursuant to Kentucky Revised Statutes § 23A.010 and personal jurisdiction over the parties before it. Additionally, venue is proper in this Court pursuant to KRS § 452.460, and under KRS § 367.220, because Defendants reside in and do business in Kenton County, Kentucky.

6. **Settlement Administration:** The Court appoints Angeion Group as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice:** The proposed notice plan in the Settlement Agreement provides adequate due process to absent class members, is directed in a reasonable manner, satisfies CR 23.05(1), and is hereby approved. The Court finds that the proposed form, content, and method of giving notice to the Settlement Class as described in the notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are

reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including CR 23.05(1); and (e) meet the requirements of the Due Process Clause(s) of the United States and Kentucky Constitutions. The Court further finds that the notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the notice program in conformance with the Settlement Agreement.

8. **Exclusion from the Class:** Any Settlement Class Member who wishes to be excluded from the Settlement Class, or “opt-out,” must submit a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline, which is sixty (60) days after the Notice Deadline. To be valid, 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. No Request for Exclusion may be asserted on behalf of any other person, or as a group in the aggregate.

9. **Objections:** Any Settlement Class Member (who does not submit a timely written request for exclusion) may object to the Settlement by filing written objections with the Court no later than the Objection Deadline, which is sixty (60) days after the Notice Deadline. To be valid, the written objection must include (i) the name of this Action; (ii) the objecting Settlement Class

Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Kentucky Rules of Civil Procedure and the Kentucky Rules of Appellate Procedure and not through a collateral attack the Kentucky Rules of Civil Procedure and the Kentucky Rules of Appellate Procedure and not through a collateral attack.

10. **Claims Process:** Settlement Class Counsel and Defendants' counsel have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the notices. The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so

in accordance with the requirement and procedures specified in the notices and Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Judgment, including the releases contained therein.

11. **Termination of the Settlement:** Should any of the conditions in Paragraph 63 or Paragraph 64 of the Settlement Agreement occur, Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so (“Termination Notice”) within fourteen (14) days of the occurrence of said events.

12. **Use of Order.** This Order shall be of no force or effect if a Final Approval Order and judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

13. **Final Approval Hearing:** A Final Approval Hearing shall be held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 at the Kenton County Justice Center, 230 Madison Avenue, Covington, Kentucky 41011 where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to CR 23.01; (b) the Settlement should be approved as fair, reasonable, and adequate, in

accordance with CR 23.05; (c) this litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses; and (f) whether Service Awards will be awarded to Class Representatives.

14. **Continuance of the Hearing:** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Litigation:** All proceedings in the Litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending final approval of the Settlement Agreement.

**IT IS SO ORDERED**

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HONORABLE MARY K. MOLLOY  
JUDGE, KENTON CIRCUIT COURT  
DIVISION THREE (3)

Dated: \_\_\_\_\_

— **EXHIBIT E** —

**COMMONWEALTH OF KENTUCKY  
16<sup>TH</sup> JUDICIAL CIRCUIT  
KENTON CIRCUIT COURT  
DIVISION THREE (3)  
JUDGE MARY K. MOLLOY  
CASE NO. 26-CI-00098**

CHARLES VIVIALI, LISA ALICEA, and  
KAYLA LOFTON, individually, and on  
behalf of all others similarly situated

PLAINTIFFS

v.

**FINAL APPROVAL ORDER AND JUDGMENT**

ONE POINT HR SOLUTIONS, LLC

DEFENDANT

\* \* \* \* \*

Motion having been made by Plaintiffs, Charles Viviali, Lisa Alicea, and Kayla Lofton, individually, and on behalf of the Settlement Class, for Final Approval of the class action Settlement with Defendant, One Point HR Solutions, LLC (“Defendant”), pursuant to Civil Rule 23.05 of the Kentucky Rules of Civil Procedure; and,

The Court having held a final approval hearing, notice of the hearing having been duly given in accordance with this Court’s Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Preliminary Approval Order”); having considered all matters submitted to the Court at the final approval hearing; and otherwise being well and sufficiently advised;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

1. The Settlement Agreement, including its Exhibits (the “Settlement Agreement”), and the definition of words and terms contained therein are incorporated by reference and are used hereafter. The terms and definitions of this Court’s Preliminary Approval Order are also incorporated by reference in this Final Approval Order and Judgment.

2. The Court has subject matter jurisdiction pursuant to KRS § 23A.010 and personal jurisdiction over the parties before it, including the Settlement Class Members with respect to the following Class, which is finally certified under CR 23.01 and CR 23.02:

All individuals residing in the United States whose Personal Information was potentially compromised in the Data Incident experienced by One Point HR Solutions, LLC, including all those who received notice of the Data Incident.

Excluded from the Settlement Class are (i) Defendant (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 Data Incident or who pleads nolo contendere to any such charge.

3. The Court hereby finds that the Settlement is the product of arm's length settlement negotiations between the Parties facilitated by a third-party neutral mediator.

4. The Court hereby finds and concludes that class notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and as approved by the Court.

5. The Court further finds and concludes that the class notice and claims submission procedures set forth in the Settlement Agreement fully satisfy CR 23.05 of the Kentucky Rules of Civil Procedure and the requirements of due process, were the best means of providing notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Final Approval Order and Judgment.

6. The Court hereby fully and finally approves the Settlement Agreement and finds that the terms constitute, in all respects, a fair, reasonable and adequate settlement as to all

Settlement Class Members, entered into in good faith and without collusion, in accordance with CR 23.05, including the disposition of residual funds.

7. The Court orders the Parties to comply with and implement the terms of the Settlement Agreement in all respects.

8. On final approval of this settlement (including, without limitation, the exhaustion of any judicial review, or requests for judicial review, from this Final Approval Order and Judgment), the Plaintiffs and each and every one of the Settlement Class Members unconditionally, fully and finally release and forever discharge the Releasees from the Released Claims, as set forth in the Settlement Agreement.

9. Plaintiffs' claims against the Defendant are dismissed with prejudice and without costs, except as explicitly provided for in this Settlement Agreement.

10. The Court reserves jurisdiction over the Settlement and the Settlement Agreement.

11. This is a final and appealable order. There is no just reason for delay.

**IT IS SO ORDERED**

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HONORABLE MARY K. MOLLOY  
JUDGE, KENTON CIRCUIT COURT  
DIVISION THREE (3)

Dated: \_\_\_\_\_