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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**

16 THOMAS S. WINZIG, an individual, and on
behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 STOCKPILE, INC., a Delaware corporation;
20 STOCKPILE INVESTMENTS, INC., a
Delaware corporation; and DOES 1 through
21 50, and each of them,

22 Defendants.

CASE NO.: 21STCV45067 (related to
21STCV03823)

*Case Assigned for All Purposes to
Judge Samantha P. Jessner, Dept. 7*

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 10, 2026
Time: 10 a.m.
Dept.: SS7

Action Filed: December 9, 2021
Trial Date: None

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1 The motion of Plaintiff Thomas S. Winzig (“Plaintiff”) for an order preliminarily approving
2 the Class Action Settlement, conditionally certifying the Settlement Class, approving the form of
3 Notice to the Settlement Class, and setting a Final Approval Hearing came on for hearing in
4 Department 7 of this Court on July 2, 2026 at 10 a.m.

5 Having read the Class Action Settlement Agreement and Class Notice, attached hereto as
6 **Exhibit 1** (the “Settlement Agreement”), the motion, the memorandum, the supplemental briefs, as
7 well as the declarations and accompanying exhibits in support of the motion and supplemental
8 briefs, and having heard argument of counsel, **IT IS HEREBY ORDERED AS FOLLOWS:**

9 1. The Court, for purposes of this Order, adopts all defined terms set forth in the
10 Settlement Agreement and incorporates them by reference as if fully set forth herein.

11 2. The Settlement Agreement and the Settlement contained therein are preliminarily
12 approved as within the range of possible approval. The Court preliminarily finds that the terms of
13 the proposed class action Settlement are fair, reasonable, and adequate, pursuant to California Code
14 of Civil Procedure § 382 and applicable law.

15 3. The Court finds that the Settlement has been reached as a result of intensive, serious,
16 and non-collusive arm’s-length negotiations. The Court further finds that the Parties have conducted
17 thorough investigation and research, and that the attorneys for the Parties are able to reasonably
18 evaluate their respective positions. The Court also finds that settlement at this time will avoid
19 additional and substantial costs, as well as avoid the delay and risks that would be presented by the
20 further prosecution of the action.

21 4. The Parties’ Settlement is granted Preliminary Approval as it meets the requisite
22 criteria. The Court finds that it is appropriate to notify the members of the proposed Settlement Class
23 of the terms of the proposed Settlement.

24 5. The following persons are conditionally certified as Class Members solely for the
25 purpose of entering a settlement in this matter:

26 All individuals whose personal information was allegedly
27 compromised in the 2020 Data Breach.

28 6. Excluded from the Settlement Class are: (a) Defendants Stockpile, Inc. and Stockpile
{290384.2}

1 Investments, Inc. (collectively “Stockpile”) and their employees, principals, officers, directors,
2 agents, affiliated entities, legal representatives, successors and assigns; (b) the judges to whom the
3 Action has been or is assigned and any members of their immediate families; and (c) all persons
4 who have filed a timely Request for Exclusion from the Class.

5 7. Finding him adequate and having no interests adverse to the Settlement Class, the
6 Court appoints Plaintiff Thomas S. Winzig as the Class Representative. The Court also finds that
7 Plaintiff’s counsel are adequate, as they are experienced in consumer class action litigation and have
8 no conflicts of interest with absent Class Members, and that they adequately represent the interests
9 of absent Class Members in the Litigation. The Court therefore appoints the law firms of Kiesel Law
10 LLP and Umberg Zipser LLP, as Class Counsel.

11 8. The Court approves, as to form and content, the proposed Class Notice (attached to
12 the Settlement Agreement as **Exhibit A**). The Parties’ proposed notice plan is constitutionally sound
13 because individual notices will be emailed to all Class Members, or their representatives, as their
14 identities are known to the parties, and such notice is the best notice practicable under the
15 circumstances. The Class Notice is sufficient to inform Class Members of the terms of the
16 Settlement, their rights under the Settlement, their rights to object to the Settlement, their right to
17 receive a payment under the Settlement or elect not to participate in the Settlement and the processes
18 for doing so, and the date and location of the Final Approval Hearing. The Class Notice and the
19 manner of giving notice meet the requirements of California Code of Civil Procedure § 382;
20 California Civil Code § 1781; California Rules of Court 3.766 and 3.769; the California and United
21 States Constitutions; and other applicable law.

22 9. The Court hereby appoints Angeion Group, LLC (“Angeion”) to act as the
23 Settlement Administrator to supervise, administer, and carry out notice to the Settlement Class as
24 set out in the Settlement Agreement. All Administration Costs shall be submitted to the Court for
25 approval and paid from the Settlement Fund.

26 10. Stockpile is directed to provide the Settlement Administrator with the names and
27 most recent email addresses of the Class Members and any other information required in accordance
28 with the Settlement Agreement.

1 11. Class Members will be bound by the Settlement Agreement unless they submit a
2 timely and valid written Request for Exclusion from the Settlement in accordance with the terms of
3 the Settlement Agreement.

4 12. Any Request for Exclusion shall be submitted to the Settlement Administrator rather
5 than filed with the Court. Class Members are not required to send copies of the Request for
6 Exclusion to counsel. The Settlement Administrator shall file a declaration concurrently with the
7 filing of any motion for final approval, authenticating a copy of every Request for Exclusion and
8 objection received by the Settlement Administrator.

9 13. Prior to the Final Approval Hearing, Plaintiff shall file a motion for Final Approval of
10 the Settlement.

11 14. The Final Approval Hearing shall commence on November 10, 2026, at 10 a.m. in
12 Department SS7, located at the Los Angeles County Superior Court, Spring Street Courthouse, 312
13 North Spring Street, Los Angeles, CA 90012, as set forth in the Class Notice. The purpose of the
14 Final Approval Hearing is to determine whether the proposed Settlement of this Action is fair,
15 reasonable, and adequate and should be finally approved. The Court will also consider whether
16 applications for Plaintiff's attorneys' fees and expenses and a participation award to the Class
17 Representative should be granted and, if so, in what amounts. In order to ensure that all interested
18 persons have been heard and all matters considered, the Final Approval Hearing may continue on
19 an additional date or dates at the Court's discretion, upon proper notice.

20 15. Plaintiff's briefs and supporting papers in support of the proposed Settlement and
21 Final Approval Order, and application for an award of fees and expenses to Class Counsel and
22 participation award to the Class Representative, shall be filed with the Court prior to the Final
23 Approval Hearing as set forth below. After the Final Approval Hearing, the Court may enter a Final
24 Approval Order and Judgment in accordance with the Settlement Agreement that will adjudicate the
25 rights of all Class Members and an order regarding Class Counsel's application for an award of fees
26 and expenses and for the participation award.

27 16. Any member of the Settlement Class who has not timely elected to be excluded from
28 the Settlement Class, and who objects to approval of the Settlement, including any application for

1 the Attorneys' Fee and Cost Award and participation award, may appear at the Final Approval
2 Hearing in person or through counsel to show cause why the Settlement should not be approved as
3 fair, reasonable, and adequate.

4 17. Objections to the Settlement should, but are not required to, be made in accordance
5 with the Settlement Agreement. Any objection should be submitted to the Settlement Administrator
6 rather than filed with the Court or sent to counsel. The Settlement Administrator shall file a
7 declaration concurrently with the filing of any motion for final approval, authenticating a copy of
8 every objection received by the Settlement Administrator. Any Class Member who does not make
9 an objection to the Settlement in the manner provided in the Settlement Agreement or who does not
10 appear at the Final Approval Hearing to voice his or her objection shall be deemed to have waived
11 any such objection by appeal, collateral attack, or otherwise.

12 18. The procedures and requirements for filing objections in connection with the Final
13 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
14 presentation of any Class Member's objection to the Settlement Agreement, in accordance with the
15 due process rights of all Class Members.

16 19. All discovery and other pretrial proceedings in this Action are stayed and suspended
17 until further order of this Court, except such actions as may be necessary to implement the
18 Settlement Agreement and this Order.

19 20. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
20 connection with the administration of the Settlement which are not materially inconsistent with
21 either this Order or the terms of the Settlement Agreement.

22 21. To facilitate administration of the Settlement pending final approval, the Court
23 hereby enjoins all Class Members from filing or prosecuting any claims, suits or administrative
24 proceedings regarding claims released by the Settlement unless and until such Class Members have
25 filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims
26 with the Settlement Administrator has elapsed.

27 22. Neither the Settlement Agreement nor any document referred to or contemplated
28 therein, nor any negotiations, statements or proceedings in connection therewith shall be construed

as, or be deemed to be evidence of, an admission, concession, or indication by or against Stockpile or any of the Released Parties of any fault, wrongdoing, or liability whatsoever, and shall not be offered or admitted into evidence or referred to in any way (orally or in writing) in any other action, arbitration, or other proceeding, except as allowed by California Evidence Code § 1152, Federal Rule of Evidence 408, and other similar rules (and specifically excepting the Litigation and/or a proceeding involving an effort to enforce the Settlement Agreement).

23. In the event that the Settlement as provided in the Settlement Agreement is not finally approved by the Court, or for any reason the Parties fail to obtain a Final Approval Order and Judgment as contemplated in the Settlement Agreement, or the Settlement Agreement is terminated pursuant to its terms, then the Settlement Agreement and all orders entered in connection therewith shall become null and void and of no further force and effect, and shall not be deemed an admission or offered or admitted into evidence or referred to in any way (orally or in writing) in this Action or any other action, arbitration, or other proceeding, for any purpose. In such event, the Settlement Agreement and all negotiations and proceedings relating thereto shall be withdrawn without prejudice as to the rights of any and all parties thereto.

24. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members. Class Counsel shall give notice to any objecting party of any continuance of the Final Approval Hearing.

25. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement.

26. The Court orders the following Implementation Schedule for further proceedings:

<u><i>Event</i></u>	<u><i>Timing</i></u>
Last day for Stockpile to provide Class Data to Settlement Administrator for preparation of the Class Notice.	No later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement.
Notice Date, which is the last day for all of the following to occur: (i) emailing of Class Notice to Class Members; (ii) the Settlement website is live and available to the public;	No later than twenty-one (21) days after Angeion receives the Class Data. August 7, 2026

and (iii) the toll-free telephone number for Class Members is operational.	
Last day for Class Counsel to file motion for Attorneys' Fee and Cost Award and participation award.	No later than thirty (30) days after the Notice Date.
Response Deadline, which is the last day for Class Members to opt out or object to the Settlement.	No later than sixty (60) days after the Notice Date.
Last day for Plaintiff to respond to objections.	October 15, 2026
Last day for Settlement Administrator to provide declaration of sending of Class Notice and authenticating a copy of every Request for Exclusion and Objection received.	October 1, 2026
Last day for Parties to file motion and supporting documents for Final Approval of the Settlement.	October 15, 2026
Final Approval Hearing.	November 10, 2026, at 10:00 a.m.

IT IS SO ORDERED.

Dated: 07/31/2026



Samantha Jessner / Judge

HONORABLE SAMANTHA P. JESSNER
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Thomas S. Winzig (“Winzig” or “Plaintiff”) and defendants Stockpile, Inc. and Stockpile Investments, Inc. (“Stockpile” or “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit against Defendants alleging that Defendants’ inadequate cybersecurity resulted in a 2020 data breach (the “2020 Data Breach”) that exposed and compromised the sensitive personal information of Plaintiff and members of the Class captioned *Thomas S. Winzig v. Stockpile, Inc. and Stockpile Investments, Inc.*, Case No. 21STCV45067, initiated on December 9, 2021, and pending in the Superior Court of the State of California, County of Los Angeles, as well as the predecessor action captioned *Thomas S. Winzig v. Stockpile, Inc. and Stockpile Investments, Inc.*, Case No. 21STCV03823, initiated on February 1, 2021, and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Angeion Group (“Angeion”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Class” means all individuals whose personal information was allegedly compromised in the 2020 Data Breach. Specifically excluded from the Class are: (a) Defendants and their employees, principals, officers, directors, agents, affiliated entities, legal representatives, successors and assigns; (b) the judges to whom the Action has been or is assigned and any members of their immediate families; and (c) all persons who have filed a timely Request for Exclusion from the Class.
- 1.5 “Class Counsel” means Jeffrey A. Koncius of Kiesel Law LLP and Dean J. Zipser and Mark A. Finkelstein of Umberg Zipser LLP.
- 1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7 “Class Data” means Class Member identifying information in Stockpile’s possession including the Class Member’s name, last-known mailing address, and last-known email address.
- 1.8 “Class Member” or “Settlement Class Member” means a member of the Class, as

either a Participating Class Member or Non-Participating Class Member.

- 1.9 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be e-mailed or mailed to Class Members as further discussed in Paragraph 8.2 below, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11 “Class Representative” means the named Plaintiff, Thomas S. Winzig, in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.12 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.13 “Court” means the Superior Court of California, County of Los Angeles.
- 1.14 “Stockpile” for the limited purposes of this Agreement means named Defendants Stockpile, Inc. and Stockpile Investments, Inc.
- 1.15 “Defense Counsel” means Edward A. Marshall and Theresa Y. Kananen of Arnall Golden Gregory LLP and Andrew Wood of Allen Matkins Leck Gamble Mallory & Natsis LLP.
- 1.16 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.17 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.18 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.19 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

- 1.20 “Gross Settlement Amount” means \$600,000.00 (comprising insurance proceeds and a \$20,000 contribution from Stockpile) which is the total amount Stockpile agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payment and the Administrator’s Expenses.
- 1.21 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount.
- 1.22 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.23 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.24 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.25 “Plaintiff” means Thomas S. Winzig, the named plaintiff in the Action.
- 1.26 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.27 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval.
- 1.28 “Released Class Claims” means the claims being released as described in Paragraph 6 below.
- 1.29 “Released Parties” means Stockpile, Inc. and Stockpile Investments, Inc. and each of their respective past and future parent companies, subsidiaries, affiliates, divisions, and agents, and all of their respective directors, officers, employees, owners, accountants, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.30 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.31 “Response Deadline” means 60 days after the Administrator emails or mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement; (b) mail his, her, or their Objection to the Settlement; or (c) execute and submit his, her, or their Claim Form. Class Members to whom the Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response

Deadline.

1.32 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On February 1, 2021, Plaintiff filed a class action complaint against Stockpile in Los Angeles Superior Court, Case No. 21STCV03823. The lawsuit alleged that Defendants’ inadequate cybersecurity resulted in the 2020 Data Breach that exposed and compromised the sensitive personal information of Plaintiff and members of the Class. Stockpile removed the action to the U.S. District Court for the Central District of California (Case No. 2:21-CV-02170-RGK-E) under 28 U.S.C. § 1441 and the Class Action Fairness Act.

2.2 On April 16, 2021, Stockpile filed a motion to dismiss the action pursuant to Federal Rule of Civil Procedure 12(b)(1), challenging Plaintiff’s standing in federal court under Article III of the Constitution and, pursuant to Rule 12(b)(6), challenging the sufficiency of Plaintiff’s claims. The District Court granted Defendants’ Rule 12(b)(1) motion, ruling that it did not have subject-matter jurisdiction over the removed case under Article III, but explicitly did not address the merits of Defendants’ Rule 12(b)(6) motion. The District Court’s Order was silent regarding whether the case should be remanded. The Parties thereafter filed briefs regarding whether the action could be put back on the Court’s active calendar.

2.3 On December 9, 2021, Plaintiff commenced this Action by filing a new Complaint, indicating that it was related to the prior state court action, similarly alleging causes of action against Stockpile for the 2020 Data Breach for: (1) negligence; (2) breach of contract; (3) breach of implied contract; (4) violation of California Customer Records Act (Cal. Civ. Code §§ 1798.80 *et seq.*); (5) unlawful, unfair and fraudulent business practices (Cal. Bus. & Prof. Code §§ 17200 *et seq.*); and (6) violation of California Consumers Legal Remedies Act (Cal. Civ. Code §§ 1750 *et seq.*). This Complaint is the operative complaint in the Action (the “Operative Complaint”). On April 15, 2022, Defendants filed a motion to dismiss the Action. Plaintiff opposed the motion, and the motion to dismiss was denied by the Court. After the Court denied Defendants’ motion to dismiss, Defendants filed a demurrer to challenge the Complaint. Plaintiff opposed the demurrer, and the Court overruled the demurrer. Stockpile denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.4 The Parties participated in informal settlement discussions at various points during the pleading and discovery phase of the litigation. On September 13, 2024, the Parties participated in an all-day mediation presided over by Bruce Friedman, Esq. of JAMS. The parties thereafter had several weeks of follow-up settlement discussions with Mr. Friedman and amongst counsel which ultimately led to this Agreement to settle the Action.

2.5 Before and during these settlement negotiations, the Parties had an arm's-length exchange of sufficient information to permit Plaintiff and his counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions. Plaintiff and Defendants both propounded and responded to formal written discovery and Defendants made multiple productions of documents. Additionally, Defendants responded to informal discovery. Significantly, Defendants produced a random sampling of the files exposed in the 2020 Data Breach, which Plaintiff thoroughly reviewed and analyzed. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6 The parties reached a resolution of the Action prior to Plaintiff's filing of a motion for class certification, and the Court has not granted class certification.

2.7 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Stockpile promises to pay \$600,000.00 (comprising insurance proceeds and a \$20,000 contribution from Stockpile) and no more as the Gross Settlement Amount. Stockpile has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. None of the Gross Settlement Amount will revert to Stockpile.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000.00. Stockpile will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33 1/3%, which is currently estimated to be \$200,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$29,000. Class Counsel have

agreed to divide any fees awarded based on set percentages to each firm. Stockpile will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount pending the outcome of any appeal relating to those amounts. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Stockpile harmless, and indemnifies Stockpile, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$47,500 except for a showing of good cause and as approved by the Court. The not to exceed bid for administration is fair because it reflects the complexity and scale of the settlement and provides certainty that the required administrative tasks will be performed at a reasonable cost. Further, Plaintiff received bids from more than one potential administrator and Angeion's was the most competitive. Finally, Angeion was used previously in this case to provide the *Belaire-West* notice so it has familiarity with the data at issue. To the extent the Administration Expenses are less or the Court approves payment less than \$47,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: Participating Class Members who execute and submit a valid Claim Form on or before the Response Deadline will be entitled to receive a pro rata share of the Net Settlement Amount, not to exceed \$90.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Stockpile will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Stockpile has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Stockpile must send the Class

Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.2 Funding of Gross Settlement Amount. Stockpile shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

4.3 Payments from the Gross Settlement Amount.

- 4.3.1 Individual Class Payments: Within 15 calendar days after Stockpile funds the Gross Settlement Amount, the Administrator, in consultation with the Parties as necessary, shall determine each Participating Class Member's Individual Class Payment. Because the individual class payments will be pro rata, there is no need for a procedure for Class Members to dispute the estimated payment.

- 4.3.2 All Class Members who submit Claim Forms on or before the Response Deadline shall be sent Individual Class Payments or, as applicable, a letter explaining the rejection of their Claim Forms, within 30 calendar days of the Effective Date (the "Award Issuance Date"). All Individual Class Payments to Class Members will be through electronic means such as PayPal or Zelle, or by check, as indicated by the Class Member on the Claim Form. Such checks or payment will state that they must be claimed/redeemed within 180 calendar days of the Award Issuance Date (the "Expiration Date") or they will become void. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The Administrator will cancel all checks not cashed by the void date.

- 4.3.3 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Promptly after receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, as requested by the Class Member prior to the void date.

- 4.3.4 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Privacy Rights Clearinghouse, the Court-approved nonprofit organization consistent with Code of Civil Procedure section 384, subdivision (b) ("Cy Pres Recipient"). Privacy Rights Clearinghouse is dedicated to data privacy education and advocacy, and therefore furthers the purposes of the lawsuit. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.3.5 Within 7 calendar days of the Award Issuance Date, the Administrator will distribute the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments.

5. **REMEDIAL MEASURES, COST.** Stockpile represents that it has taken several remedial measures since the 2020 Data Breach occurred to further enhance its security posture. These include tightening its role-based access protocols; resetting passwords and rotating security keys; enhancing Secure Shell ("SSH") connection protocols; and introducing new password rotation and reset functionalities. Stockpile also continues to review and enhance its ongoing monitoring of its environment and applicable third-party environments, as well as to review its policies and procedures related to data security. Stockpile estimates the cost of these remedial measures to be approximately \$1,700,000.00.

6. **RELEASES OF CLAIMS.** Effective on the date when Stockpile fully funds the entire Gross Settlement Amount, Plaintiff and Class Members will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, releases and discharges the Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint or ascertained during the Action concerning the 2020 Data Breach and released under 6.2, below ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

6.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all

claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action concerning the 2020 Data Breach.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 7.1 Declaration in Support of Preliminary Approval. Within 15 days of the full execution of this Agreement, Stockpile will prepare and deliver to Class Counsel a signed Declaration from Stockpile and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Stockpile shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, and/or the proposed Cy Pres Recipient; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator, and/or the Cy Pres Recipient; (vii) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court (including virtual appearances) to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion

for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person, by telephone, or other electronic means, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties and in good faith to modify the Agreement and otherwise satisfy the Court's concerns; *provided, however*, that no Party shall be obligated to settle on terms to which it objects.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Angeion to serve as the Administrator and verified that, as a condition of appointment, Angeion agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Notice to Class Members.

8.2.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members in the Class Data.

8.2.2 Using best efforts to perform as soon as possible, and in no event later than 21 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via email, or if email is not available, First-Class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. Before emailing and/or mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.2.3 Before mailing any Class Notice, the Administrator will update the U.S. mail addresses of Class Members using the National Change of Address database and other available resources deemed suitable by the Administrator. The Administrator shall take all reasonable steps to obtain the correct address of any Settlement Class Member for whom Notice is returned by the USPS as undeliverable and shall attempt re-mailings.

8.2.4 Promptly after the Administrator's receipt of any Class Notice returned as undelivered, the Administrator shall, in the case of a mail recipient, re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the

USPS a second time.

8.2.5 Promptly after the Administrator's receipt of an email failure notice (i.e., an email "bounce-back"), the Administrator shall, in the case of an email recipient, (i) correct any issues that may have caused the email error and resend the Class Notice to the Class Member's identified email address; and (ii) in the event of a bounce-back from the new email address, send the Class Notice to the Class Member by First-Class USPS Mail.

8.2.6 The deadlines for Class Members' written objections, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose Class Notice is re-mailed or re-emailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed or re-emailed Class Notice.

8.2.7 If the Administrator, Stockpile, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person, by telephone, or other electronic means, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.3 Requests for Exclusion (Opt-Outs).

8.3.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 60 days after the Administrator emails and mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed/re-emailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

8.3.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or

otherwise susceptible to challenge.

8.3.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.3.4 Every Class Member who submits a valid and timely Request for Exclusion shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

8.4 Objections to Settlement.

8.4.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.4.2 Participating Class Members may send written objections to the Administrator, by mail. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. Class Members may appear and orally object at the Final Approval Hearing without first submitting a written objection or notice of appearance. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing/emailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed/re-emailed).

8.5 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.5.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The URL for the settlement website will be www.StockpileDataSettlement.com. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

8.5.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.5.3 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.5.4 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **CLASS SIZE AND AMOUNT OF DISTRIBUTION ESTIMATES.** Based on its records, Stockpile estimates that, as of the date of this Settlement Agreement, there are approximately 14,477 Class Members. The estimated amount paid to each class member pro rata from the Gross Settlement Amount is \$41.45.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 3 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person, by telephone, or other electronic means, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection

raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval; *provided, however*, that no Party shall be obligated to settle on terms to which it objects. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of: (i) enforcing this Agreement and/or Judgment; (ii) addressing settlement administration matters; and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment; *provided, however*, that no Party shall be obligated to settle on terms to which it objects. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil

Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Stockpile that any of the allegations in the Operative Complaint have merit or that Stockpile has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Stockpile's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Stockpile reserves the right to contest certification of any class for any reasons, and Stockpile reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Stockpile's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Stockpile, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Stockpile and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with the Administrator, or with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Stockpile, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Stockpile nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Stockpile in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Stockpile unless, prior to the Court's discharge of the Administrator's obligation, Stockpile makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend, or state or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Jeffrey A. Koncius
koncius@kiesel.law
KIESEL LAW LLP
8648 Wilshire Blvd.
Beverly Hills, California 90211

Dean J. Zipser
dzipser@umbergzipser.com
Mark A. Finkelstein
mfinkelstein@umbergzipser.com
UMBERG ZIPSER LLP
1920 Main Street, Suite 750
Irvine, California 92614

To Stockpile:

Edward A. Marshall
Edward.marshall@agg.com
ARNALL GOLDEN GREGORY LLP
171 17th Street NW
Suite 2100
Atlanta, GA 30363

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or by email, each of which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

June 9, 2026

Thomas S. Winzig



By: Thomas S. Winzig

June 9, 2026

Stockpile, Inc. and Stockpile Investments, Inc.



By: Victor Wang

APPROVED AS TO FORM BY THE PARTIES' RESPECTIVE COUNSEL:

June 9, 2026

KIESEL LAW LLP



By: Jeffrey A. Koncius

Paul R. Kiesel
Jeffrey A. Koncius

UMBERG ZIPSER LLP

Dean J. Zipser
Mark A. Finkelstein

Attorneys for Plaintiff and the Class

June 10th, 2026

ARNALL GOLDEN GREGORY LLP



By: EDWARD A. MARSHALL, PARTNER

Edward A. Marshall

**ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP**
Andrew Wood

Attorneys for Defendants Stockpile, Inc. and
Stockpile Investments, Inc.

EXHIBIT A

**Superior Court for the State of California
County of Los Angeles**

Winzig v. Stockpile, Inc. and Stockpile Investments, Inc.
Case No. 21STCV45067

QR CODE

This is an important notice about a class action lawsuit.

Class Action Notice

Authorized by the Superior Court of the State of California

If your personal information was compromised in the 2020 Data Breach perpetrated against Stockpile Inc. and Stockpile Investments, Inc.

There is a \$600,000 settlement of a lawsuit.
You may be entitled to money.

Visit
StockpileDataSettlement.com
to learn more.

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

Important things to know:

- If you are a Settlement Class Member and you take no action, any ruling from the Court will apply to you, and you will not be able to sue the Defendants for the same issues.
- The Court will hold a hearing on **DATE** at **TIME** to decide whether to approve the Settlement.
- This notice is only a summary. You can learn more by scanning the QR code, visiting www.StockpileDataSettlement.com or calling toll-free 1-XXX-XXX-XXXX.

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About This Notice

Why did I get this notice?

This notice is to tell you about a proposed settlement that has been reached in a lawsuit entitled **Winzig v. Stockpile, Inc. and Stockpile Investments, Inc.**, Case No. 21STCV45067, pending in the Superior Court of the State of California, County of Los Angeles. This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

What do I do next?

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

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

Read on to understand the specific options under the Settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to **object** or **opt out**: [date]
Your deadline to submit a **claim form**: [date]
Settlement Final Approval Hearing: [date]

Learning About the Lawsuit

What is this lawsuit about?

The lawsuit alleges that Stockpile, Inc. and Stockpile Investments, Inc.'s ("Stockpile" or "Defendants") inadequate cybersecurity resulted in a 2020 data breach that exposed and compromised the sensitive personal information of the Plaintiff and members of the Class. The Defendants deny all claims alleged against them and deny all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that the Defendants have violated any laws, but rather the resolution of disputed claims.

Where can I learn more?

You can get a complete copy of the Settlement Agreement and other key documents in this lawsuit at:
StockpileDataSettlement.com

Why is there a settlement in this lawsuit?

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

What is a class action settlement?

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

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

What happens next?

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

Where: Los Angeles Superior Court, Spring Street Courthouse,
Department 7 at 312 North Spring Street, Los Angeles, CA 90012

When: [time] on [date].

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

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

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

Learning About the Settlement

What does the settlement provide?

The Settlement provides for the creation of a Settlement Fund in the amount of **\$600,000.00** to pay for: (1) Individual Class Payments for Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment (up to \$47,500); and (4) Class Representative Service Payment.

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

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

The **Class** includes all individuals whose personal information was compromised in the 2020 Data Breach perpetrated against the Defendants.

The Class specifically **excludes**: (a) Defendants and their employees, principals, officers, directors, agents, affiliated entities, legal representatives, successors and assigns; (b) the judges to whom this lawsuit has been or is assigned and any members of their immediate families; and (c) all persons who have filed a timely Request for Exclusion from the Class.

Tell me more about the Settlement Benefits

Class Members who submit a complete and valid claim form on time are eligible to receive a *pro rata* share of the Net Settlement Amount.* Those funds will then be divided equally amongst the Participating Class Members who submit a timely and valid Claim Form, capped at \$90 ("Individual Class Payments").

**The Net Settlement Amount means the Gross Settlement Amount (\$600,000), less any amount approved by the Court for: Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment.*

Participating Class Members will have 180 calendar days from the Award Issuance Date to cash or redeem their Individual Class Payment or it will become void. Any funds remaining from uncashed or cancelled Individual Class Payments, or from the Net Settlement Amount after all Class Members' claims have been paid, will be transmitted to Privacy Rights Clearinghouse, the Court-approved nonprofit organization that is dedicated to data privacy education and advocacy, and therefore furthers the purposes of the lawsuit.

Remedial Measures. Stockpile represents that it has taken several remedial measures since the 2020 Data Breach occurred to further enhance its security posture. These include tightening its role-based access protocols; resetting passwords and rotating security keys; enhancing Secure Shell ("SSH") connection protocols; and introducing new password rotation and reset functionalities. Stockpile also continues to review and enhance its ongoing monitoring of its environment and applicable third-party environments, as well as to review its policies and procedures related to data security.

Deciding What to Do

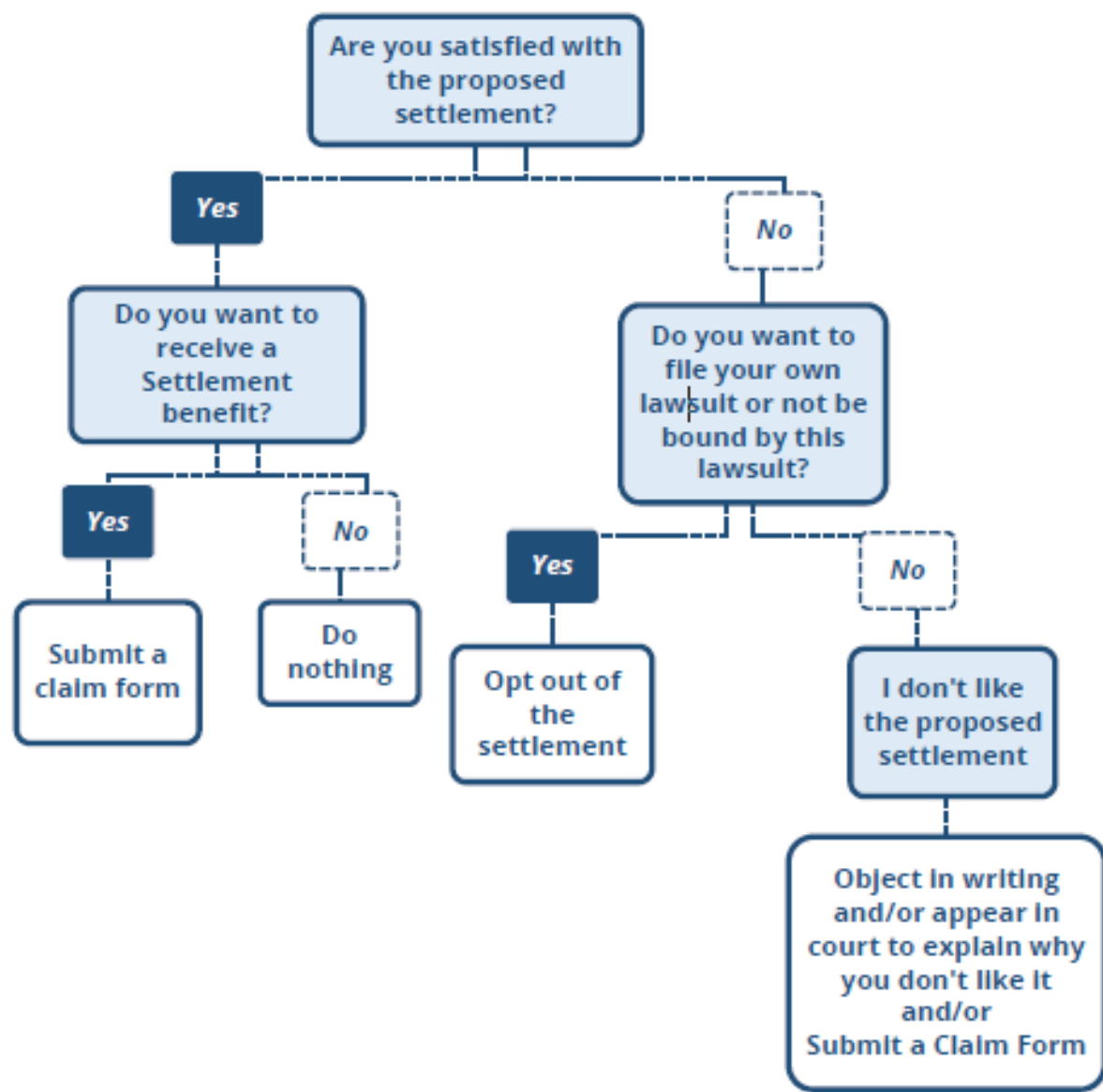
How do I weigh my options?

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

	Submit a Claim	Opt Out	Object	Do Nothing
Can I receive a Settlement payment If I ...	YES	NO	YES*	NO
Am I bound by the terms of this lawsuit If I...	YES	NO	YES	YES
Can I pursue my own case If I...	NO	YES	NO	NO
Will Class Counsel represent me If I...	YES	NO	NO	YES

***IMPORTANT:** If you object to the Settlement, you still have to submit a Claim Form to be eligible to receive a payment from the Settlement.

What is the best path for me?



Submitting a Claim

How do I get a Settlement payment if I am a class member?

If you wish to receive a payment from the Settlement, you must submit a completed claim form online at www.StockpileDataSettlement.com no later than **DATE**. You can also download a claim form at www.StockpileDataSettlement.com and mail to the Administrator at: Stockpile Data Security Settlement, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Claim forms mailed to the Administrator must be postmarked no later than **DATE**.

Do I have a lawyer in this lawsuit?

In a class action, the Court appoints lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the lawyers below to represent the Class.

Your lawyers: Jeffrey A. Koncius of Kiesel Law LLP and Dean J. Zipser and Mark A. Finkelstein of Umberg Zipser LLP.

These are the lawyers who negotiated this settlement on your behalf. If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Class Counsel's fees and expenses will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, Class Counsel have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, Class Counsel will request an award for Class Counsel Fees Payment not to exceed 33 1/3 % of the Settlement Fund, which is currently estimated to be \$200,000, and a Class Counsel Litigation Expenses Payment of not more than \$29,000. Class Counsel have agreed to divide any fees awarded based on set percentages to each firm.

Class Counsel's payments will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to Class Counsel's payments even if you think the Settlement terms are fair.

Class Counsel will also ask the Court to approve a Class Representative Service Payment in the amount of \$5,000 to the Plaintiff for the time and effort contributed to the case. If approved by the Court, the award for the Class Representative Service Payment will be paid from the Settlement Fund.

Opting Out

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

You can opt out. If you do, you will not receive payment and cannot object to the Settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case.

How do I opt out?

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

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

A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number.

Objecting

What if I disagree with the Settlement?

If you disagree with any part of the Settlement (including the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or the Class Representative Service Payment) and do not opt out, you may object. You can give reasons why you think the Court should not approve it. The Court will consider your views. The Court can only approve or deny the Settlement — it cannot change the terms of the Settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a letter to the Administrator that includes all of the following information:

- 1) Your personal signature as the objector;
- 2) Your full name and current address;
- 3) An explanation of the basis upon which you claim to be a Settlement

Class Member;

- 4) All grounds for the objection, including all citations to legal authority and evidence supporting the objection;
- 5) The name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection;
- 6) You may include a statement indicating whether you intend to appear at the Final Approval Hearing (either personally or through your lawyer who files an appearance with the Court in accordance with the Local Rules), though the Court generally will hear from any Class Member who attends the Final Approval Hearing and asks to speak; and
- 7) If you or your lawyer has objected to any class action settlement where you or your lawyer asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then your objection must include a statement identifying each such case by full case caption and amount of payment received.

Your written objection must be mailed to the Administrator no later than **DATE**.

Stockpile Security Settlement
Attn: Objections
P.O. Box 58220
Philadelphia, PA 19102

You may appear at the Final Approval Hearing and orally object without first submitting a written objection or notice of appearance.

Doing Nothing

What are the consequences of doing nothing?

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

Key Resources

How do I get more information?

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

Resource	Contact Information
Case website	www.StockpileDataSettlement.com
Settlement Administrator	Stockpile Security Settlement Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103 1-XXX-XXX-XXXX info@StockpileDataSettlement.com
Your Lawyers	Jeffrey A. Koncius Kiesel Law LLP 8648 Wilshire Blvd. Beverly Hills, California 90211 Dean J. Zipser Mark A. Finkelstein Umberg Zipser LLP 1920 Main Street, Suite 750 Irvine, California 92614

To: [Class Member Email Address]
From: Stockpile Data Incident Administrator
Subject: Notice of Proposed Class Action Settlement with Stockpile Inc. and Stockpile Investments Inc.

Notice ID: <<Notice ID Number>>
Confirmation Code: <<Confirmation Code>>

QR.CODE

Winzig v. Stockpile, Inc. and Stockpile Investments, Inc.
Case No. 21STCV45067

Class Action Notice

Authorized by the Superior Court of the State of California

This is an important notice about a class action lawsuit.

If your personal information was compromised in the 2020 Data Breach perpetrated against Stockpile Inc. and Stockpile Investments, Inc.

There is a \$600,000 settlement of a lawsuit. You may be entitled to money. Visit StockpileDataSettlement.com to learn more.

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

Key things to know:

- You have been identified as a Class Member.
- If you take no action, any ruling from the Court will apply to you, and you will not be able to sue the Defendants for the same issues.
- The Court will hold a hearing on **DATE** at **TIME** to decide whether to approve the Settlement.
- This notice is only a summary. You can learn more by scanning the QR code, visiting www.StockpileDataSettlement.com or calling toll-free 1-XXX-XXX-XXXX.

Use your personalized link to



Submit Your Claim
Today
Click Here

submit your Claim Form today

[Unsubscribe](#)

Winzig v. Stockpile, Inc. and Stockpile Investments, Inc.

Case No. 21STCV45067

Class Action Notice

Authorized by the Superior Court of the State of California

QR Code

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To receive a Settlement payment, submit a Claim Form by DATE.

To Opt Out of, or Object to the Settlement, you must take action by DATE.

Key things to know:

- You have been identified as a Class Member.
- If you take no action, any ruling from the Court will apply to you, and you will not be able to sue the Defendants for the same issues.
- The Court will hold a hearing on **DATE** at **TIME** to decide whether to approve the Settlement.
- This notice is only a summary. You can learn more by scanning the QR code, visiting www.StockpileDataSettlement.com or calling toll-free 1-**XXX-XXX-XXXX**.

Court-Approved Legal Notice

**This is an important
notice about a class
action lawsuit.**

Stockpile Data Security Settlement
c/o 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»