

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

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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

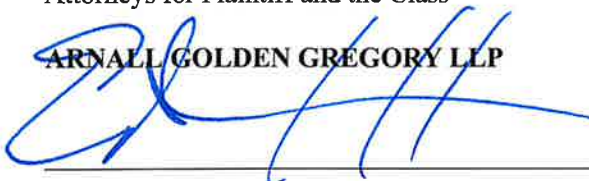
UMBERG ZIPSER LLP

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.