Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ERNEST ORRANTIA, individually, and on behalf of all others similarly situated, Plaintiffs, v. S.V.D.P. MANAGEMENT, INC., Defendant.	**Case No. 25CU048774C** **CLASS ACTION**
FLORENCIO RAMOS, individually, and on behalf of all others similarly situated, Plaintiffs, v. S.V.D.P. MANAGEMENT, INC., Defendant.	**Case No. 25CU049209C**
GILBERTO NERIA and JULIA PORTER, each individually and on behalf of all others similarly situation, Plaintiffs, v. S.V.D.P. MANAGEMENT, INC., Defendant.	**Case No. 25CU049027C**
SARAH MAY MCFADDEN, individually and on behalf of all others similarly situated, Plaintiffs, v. S.V.D.P. MANAGEMENT, INC., Defendant.	**Case No. 25CU049304C**

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made by and between, as hereinafter defined, (a) the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and (b) S.V.D.P. Management, Inc. ("S.V.D.P."). This Agreement fully and finally compromises and settles any and all claims that are, were, or could have been asserted in the Actions styled *Ernest Orrantia, individually, and on behalf of all others similarly situated v. S.V.D.P. Management, Inc.*, Case No. 25CU048774C; *Florencio Ramos, individually, and on behalf of all others similarly situated v. S.V.D.P. Management, Inc.*, Case No. 25CU049209C; *Gilberto Neria and Julia Porter, individually, and on behalf of all others similarly situated v. S.V.D.P. Management, Inc.*, Case No. 25CU049027C; and *Sarah May McFadden, individually, and on behalf of all others similarly situated v. S.V.D.P. Management, Inc.*, Case No. 25CU049304C pending in the San Diego County Superior Court, as set forth herein.

1. RECITALS

1.1. On or around July 29, 2025, S.V.D.P. detected and responded to suspicious activity on its network (i.e., the "Data Incident").

1.2. On September 12, 2025, Ernest Orrantia filed a class action complaint against S.V.D.P. in the Superior Court of the State of California in and for the County of San Diego, asserting claims arising out of the Data Incident.

1.3. September 15, 2025, Gilberto Neria and Julia Porter filed a class action complaint against S.V.D.P. in the Superior Court of the State of California in and for the County of San Diego, asserting claims arising out of the Data Incident.

1.4. On September 16, 2025, Florencio Ramos filed a class action complaint against S.V.D.P. in the Superior Court of the State of California in and for the County of San Diego, asserting claims arising out of the Data Incident.

1.5. On September 16, 2025, Sarah May McFadden filed a class action complaint against S.V.D.P. in the Superior Court of the State of California in and for the County of San Diego, asserting claims arising out of the Data Incident.

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

1.6. On November 13, 2025, the Court consolidated the actions for all purposes into *Orrantia v. S.V.D.P. Management, Inc.*, San Diego County Superior Court Case No. 25CU048774C.

1.7. On November 20, 2025, Plaintiffs filed the operative Complaint in this Action against S.V.D.P. in the Superior Court of the State of California in and for the County of San Diego, Case No. 25CU048774C.

1.8. Beginning in or around May 21, 2026, the Parties exchanged information on a confidential basis and engaged in one full-day mediation session before Stephen McAvoy of ADR Services, Inc. to assess whether a resolution could be reached. The Parties reached a non-reversionary common fund resolution. In total, Defendant represents there are approximately 95,329 potentially impacted individuals.

1.9. S.V.D.P. denies: (i) the allegations and all liability with respect to facts and claims alleged in the Action and alleged in the Complaint and specifically denies that it failed to properly protect any personal data, had inadequate data security, was unjustly enriched by the use of personal data of the impacted individuals, breached any fiduciary duty or implied contract, or violated state consumer statutes and other laws; (ii) that the Settlement Class Representatives in the action and the class they purport to represent have suffered any damage; and (iii) that the action satisfies the requirements to be certified or tried as a class action under California Code of Civil Procedure § 382. Nonetheless, S.V.D.P. has concluded that further litigation would be protracted and expensive, and that it is desirable that the action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be, or may be used, as an admission of, any wrongdoing or liability.

1.10. The Parties recognize the expense and length of proceedings necessary to continue litigation of the Action through further motion practice, discovery, trial, and any

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

possible appeals. The Parties have considered the uncertainty and risk of the outcome of further litigation, and the expense, difficulties and delays inherent in such litigation. The Parties are also aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Action and the defenses thereto. The Parties have determined that the Settlement set forth in this Agreement is in their respective best interests and that the Agreement is fair, reasonable and adequate. The Parties have therefore agreed to settle the claims asserted in the Action pursuant to the terms and provisions of this Agreement, subject to Court approval. It is the intention of the Parties to resolve the disputes and claims which they have between them on the terms set forth below.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of the Parties to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree as follows:

1. DEFINITIONS

As used in all parts of this Agreement, including the recitals above, and the exhibits hereto, the following terms have the meanings specified below:

1.1. "Action" means the Consolidated Class Action Complaint filed in the Court and captioned *Orrantia v. S.V.D.P. Management, Inc.*, San Diego County Superior Court Case No. 25CU048774C.

1.2. "Administration and Notice Costs" means all reasonable costs and expenses incurred by the Settlement Administrator in carrying out its duties under this Agreement, including all costs and expenses incurred in connection with implementing and executing the Notice Plan.

1.3. "Agreement" or "Settlement Agreement" means this Class Action Settlement Agreement and Release and all of its attachments and exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the Action between them and which is subject to approval by the Court.

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

1.4. "Approved Claims" means Settlement Claims completed using a Claim Form and submitted by the Claims Deadline by a Settlement Class Member and found to be valid and in an amount approved by the Settlement Administrator.

1.5. "Attorneys' Fees" means the attorneys' fees that Class Counsel will request the Court to approve for payment from the Settlement Fund as compensation for work in prosecuting and settling the Action.

1.6. "California Subclass" means members of the Settlement Class who were residents of the State of California at any time between September 26, 2024 to October 12, 2024.

1.7. "California Subclass Members" means any person within the definition of California Subclass.

1.8. "Complaint" means the Consolidated Class Action Complaint filed in San Diego County Superior Court, Case No. 25CU048774C.

1.9. "Business Days" means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the U.S. federal government or by the State of California.

1.10. "Claims Deadline" means the deadline by which Settlement Class Members must submit any Settlement Claims. Settlement Claims submitted after the Claims Deadline will not be timely, will not qualify for approval, and will be rejected. The Claims Deadline shall be set by the Court in the Preliminary Approval Order and shall be ninety (90) days after the Notice Date.

1.11. "Claim Form" shall mean the claim form attached as Exhibit A, or a claim form approved by the Court that is substantially similar to Exhibit A.

1.12. "Class Counsel" means Laura Van Note of Cole & Van Note and Carly M. Roman of Strauss Borrelli PLLC.

1.13. "Court" means the Superior Court of the State of California in and for the County of San Diego, where the Action is pending.

1.14. "Defendant" or "S.V.D.P." means Defendant S.V.D.P. Management, Inc., and includes S.V.D.P. Villages, Inc., dba Father Joe's Villages,

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

1.15. "Effective Date" means the date when all of the conditions set forth in Section 6.1 of this Agreement have occurred; provided, however, that (1) Lead Class Counsel has provided written notice to S.V.D.P. that all of the conditions have been satisfied and identifying the date of the first Business Day after such conditions occurred and (2) S.V.D.P. has not exercised its right of termination under Section 6.2 of this Agreement.

1.16. "Entity" means any corporation, partnership, limited liability company, association, trust, or other organization of any type.

1.17. "Expenses" means the reasonable costs and expenses incurred in litigating the Action that Clas Counsel request the Court to approve for payment from the Settlement Fund.

1.18. "Final Approval" means entry of a Final Approval Order and Judgment entered by the Court.

1.19. "Final Approval Hearing" means the hearing to be conducted before the Court to determine the fairness, adequacy, and reasonableness of the Agreement and whether to enter a Final Approval Order and Judgment.

1.20. "Final Approval Order and Judgment" means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, finally approves the Agreement, finally certifies the Settlement Class for settlement purposes, dismisses all claims in the Action against Defendant with prejudice and without costs, releases the Released Parties from the Released Claims as set forth herein, bars and enjoins the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order and Judgment, includes as an exhibit a list of individuals who timely and validly opted out of the Settlement, satisfies the settlement-related provisions of California Rules of Court Rule 3.769 in all respects.

1.21. "Judgment" means the Final Approval Order and Judgment entered by the Court.

1.22. "Long Form Notice" means the long form notice attached as Exhibit B, or a long form notice approved by the Court that is substantially similar to Exhibit B.

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

1.23. "S.V.D.P.'s Counsel" means the attorneys of record for Defendant S.V.D.P. from the law firm of Mullen Coughlin LLC.

1.24. "Notice Date" means the date by which notice will be fully commenced, which shall be thirty (30) days after the Court enters the Preliminary Approval Order.

1.25. "Notice Plan" means the Settlement notice attached as Exhibits C and D, along with any media notice, publication, and poster notice to be presented to the Court for approval in connection with a motion seeking a Preliminary Approval Order.

1.26. "Objection Deadline" means the deadline by which written objections to the Settlement must be filed in the Action's electronic docket or postmarked as set forth in the Preliminary Approval Order. Such deadline shall be thirty (30) days before the originally-scheduled Final Approval Hearing.

1.27. "Opt-Out Deadline" means the deadline by which written requests for exclusion from the Settlement must be postmarked as set forth in the Preliminary Approval Order. Such deadline shall be thirty (30) days before the originally-scheduled Final Approval Hearing.

1.28. "Parties" means the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and Defendant S.V.D.P.

1.29. "Parties' Counsel" means Class Counsel and S.V.D.P.'s Counsel.

1.30. "Personal Information" means any information that could be used to identify, locate, or contact a person (whether on its own or in combination with other information). The term "Personal Information" is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Settlement Agreement, or how the Parties may use the term in other circumstances.

1.31. "Preliminary Approval Order" means the Court's order preliminarily approving the Settlement Agreement and, among other things, ordering that notice be provided to the Settlement Class.

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

1.32. "Released Claims" means any and all actions, claims, defenses, demands, liabilities, rights, demands, causes of action, controversies, agreements, judgments, promises, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, refunds, reimbursements, restitution, losses, attorneys' fees of any nature whatsoever, expenses, obligations, debts, or liabilities of any kind and description whatsoever, in law or in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and for the Representative Plaintiffs any and all "Unknown Claims") that were or could have been asserted or alleged against Defendant arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action, and any Released Claim(s) that otherwise relate to or arise from the Data Incident, the alleged access, disclosure and/or acquisition of Settlement Class Members' Personal Information in the Data Incident, Defendant's provision of notice to Settlement Class Members following the Data Incident, Defendant's information security policies or procedures as they relate to or arise from the Data Incident, or Defendant's maintenance or storage of Personal Information as they relate to or arise from the Data Incident, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. This release is not intended to serve as a waiver under California Civil Code § 1542, and no such waiver is made on behalf of the Settlement Class, except for the Representative Plaintiffs who may waive such rights solely with respect to their individual claims.

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

1.33. "Released Parties" means: Defendant S.V.D.P. (as defined to include St. Vincent de Paul Villages, Inc, dba Father Joe's Villages), and its current and former partners, divisions, and affiliated companies, as well as these entities' respective predecessors, successors, assigns, directors, officers, employees, agents, vendors, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, retailers, all former and current S.V.D.P. clients and/or other sources who were not clients, whose information was accessed, compromised, or impacted by the Data Incident, as well as their current and former parents, subsidiaries, divisions, and affiliated companies, whether indirect or direct, as well as directors, officers, agents, vendors, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, and contractors.

1.33.1. Released Parties expressly include, but are not limited to, all individuals and Entities whose information was accessed, compromised, or impacted by the Data Incident who are identified in any notice of Settlement sent to Settlement Class Members. For the avoidance of doubt, the Released Parties also include the business associates and/or covered entities who were the data owners of the information accessed, compromised, or impacted by the Data Incident. It is the Parties' intent that all individuals and Entities that are Released Parties benefit from the Agreement and are entitled to enforce the Agreement fully and directly, including without limitation the Agreement's releases in Section 12.

1.34. "Releasing Parties" means the Settlement Class Representatives and all Settlement Class Members who do not timely and validly opt out of the Settlement and each of their respective heirs, executors, administrators, estates, representatives, agents, partners, predecessors, successors, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, and assigns and all who claims through them or who assert claims (or could assert claims) on their behalf.

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

1.35. "Service Awards" means any payments made, subject to Court approval, to Settlement Class Representatives, which shall be paid from the Settlement Fund.

1.36. "Settlement" means the settlement of the Action by and between the Parties, and the terms and conditions thereof as stated in this Agreement.

1.37. "Settlement Administrator" means the entity agreed upon by the Parties and approved by the Court. A different Settlement Administrator may be substituted if approved by order of the Court.

1.38. "Settlement Claim" means a claim or request for settlement benefits as provided for in this Settlement Agreement.

1.39. "Settlement Class" means all residents of the United States who were potentially impacted by the Data Incident, including all who were sent a notice of the Data Incident. The Settlement Class specifically excludes:

> (i) Defendant S.V.D.P., any Entity in which S.V.D.P. has a controlling interest, and S.V.D.P.'s partners, officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.

1.40. "Settlement Class Member" means any person who falls within the definition of Settlement Class.

1.41. "Settlement Class Representatives" means Ernest Orrantia, Florencio Ramos, Gilberto Neria, Julia Porter, and Sarah May McFadden, .

1.42. "Settlement Fund" means the sum of One Million Five Hundred Thousand United States Dollars ($1,500,000.00) that S.V.D.P. through its insurer shall cause to be paid pursuant to Section 3 of this Agreement, including any interest accrued thereon after payment. This payment is the limit and extent of the monetary obligations of S.V.D.P., its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing, with respect to this Agreement and the settlement of this matter. The Settlement Fund

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

is in addition the amounts paid by or on behalf of Defendant to investigate and respond to the Data Incident and prevent similar incidents from occurring described as Business Practices Commitments in section 7.1.7.

1.43. "Settlement Fund Account" means the account described in Section 4 of this Agreement.

1.44. "Short Form Notice" means the short form notice attached as Exhibit D or substantially similar to the short form notice attached as Exhibit D.

1.45. "Taxes" means (i) any applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon the Parties or the Parties' Counsel with respect to any income or gains earned by or in respect of the Settlement Fund; (ii) any other taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

1.46. The "Total Economic Benefit" under this settlement agreement means two million United States Dollars ($2,000,000), which is comprised of the "Settlement Fund" of one million two hundred thousand United States Dollars ($1,500,000) and the value of the Business Practice Commitments referenced in section 7.1.7, which are approximately five hundred thousand United States Dollars ($500,000).

2. SETTLEMENT FUND

2.1. Within thirty (30) days of the Preliminary Approval Order, S.V.D.P., by its insurer, will cause to be deposited the total sum of One Million Two Hundred Thousand United States Dollars ($1,500,000.00) into the Settlement Fund Account.

2.2. The Settlement Fund shall be used to pay for (i) Administration and Notice Costs; (ii) Service Awards approved by the Court; (iii) Attorneys' Fees approved by the Court;

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

(iv) Expenses approved by the Court; and (v) all Approved Claims. There shall be no obligation by or on behalf of Defendant S.V.D.P. to pay more than one million five hundred thousand United States dollars ($1,500,000.00) in connection with the Settlement of the Action. The Settlement Fund is the limit and extent of the monetary obligations of Defendant S.V.D.P., its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future, officers, directors, employees, independent contractors, associates, shareholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns, of any of the foregoing, with respect to settlement of this matter.

2.3. Class Counsel and/or the Settlement Administrator shall timely furnish to Defendant S.V.D.P. any required account information, wiring instructions, or necessary forms (including a properly completed and signed IRS Form W-9 that includes the employer identification number for the Settlement Fund Account) before the deadline for making the settlement payment set forth in Section 3.1.

3. SETTLEMENT FUND ACCOUNT

3.1. The Settlement Fund monies shall be held in the Settlement Fund Account, which shall be established and maintained by the Settlement Administrator, with the specific account identification information to be provided to S.V.D.P. by the Settlement Administrator as soon as practicable after being established.

3.2. All funds held in the Settlement Fund Account shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be disbursed pursuant to this Agreement or further order of the Court or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Section 6.

3.3. No amounts may be withdrawn from the Settlement Fund Account unless

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

(i) authorized by this Agreement; (ii) authorized by the Notice Plan approved by the Court; and/or (iii) otherwise ordered by the Court.

3.4. The Parties agree that the Settlement Fund Account is intended to constitute a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1, *et seq*., and that the Settlement Administrator shall be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Parties further agree that the Settlement Fund Account shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund Account as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

3.5. Upon or before establishment of the Settlement Fund Account, the Settlement Administrator shall apply for an employer identification number for the Settlement Fund Account utilizing IRS Form SS-4 and in accordance with Treasury Regulation §1.468B- 2(k)(4) and shall provide S.V.D.P. with that employer identification number on a properly completed and signed IRS Form W-9.

3.6. The Settlement Administrator shall file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(l) and Treasury Regulation § l.468B-2(1)(2). Any contract, agreement, or understanding with the Settlement Administrator relating to the Settlement Fund Account shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the Settlement Fund Account, all required

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

federal, state, and local tax returns, information returns, including, but not limited to any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § l.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder the costs of which shall be considered Administration and Notice Costs and paid from the Settlement Fund.

3.7. The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

3.8. All Taxes relating to the Settlement Fund Account, including any taxes, penalties, interest, expenses, or costs arising from income earned by or distributions made from the Settlement Fund Account, shall be paid exclusively from the Settlement Fund Account. Such amounts shall be treated as Administration and Notice Costs of the Settlement and shall be timely paid by the Settlement Administrator without the need for any further order of the Court. For the avoidance of doubt, neither the Parties nor the Parties' Counsel shall have any obligation to pay such Taxes from their own funds. The Settlement Fund Account shall indemnify and hold harmless the Parties and the Parties' Counsel from and against any Taxes or tax-related liabilities arising from or relating to the Settlement Fund Account, including any Taxes payable by reason of such indemnification payments.

3.9. Following the payment of the Settlement Fund monies as described in Section 3.1 of this Agreement, Defendant S.V.D.P. shall have no further responsibility, funding or financial obligation, or liability whatsoever with respect to selection of the Settlement

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

Fund Account, investment of Settlement Fund Account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund Account.

4. Presentation of Settlement to the Court

4.1. As soon as practicable after the execution of the Settlement Agreement, the Settlement Class Representatives and Lead Class Counsel shall submit this Settlement Agreement to the Court and file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order, requesting, among other things:

4.1.1. Certification of the Settlement Class for settlement purposes only;

4.1.2. Preliminary approval of the Settlement Agreement;

4.1.3. Appointment of the Settlement Class Representatives as the settlement class representatives;

4.1.4. Approval of the Notice Plan attached hereto as Exhibit C;

4.1.5. Approval of a Short Notice substantially similar to the one attached hereto as Exhibit D;

4.1.6. Approval of a Long Notice substantially similar to the one attached hereto as Exhibit B;

4.1.7. Approval of a Claim Form substantially similar to the one attached hereto as Exhibit A; and

4.1.8. Appointment of the Settlement Administrator.

4.2. The Long Notice, Short Notice, and Claim Form shall be reviewed by the Settlement Administrator and may be revised as agreed by the Parties prior to the submission to the Court for approval.

4.3. After entry by the Court of a Preliminary Approval Order, and no later than forty-five (45) days before the Final Approval Hearing, Settlement Class Representatives shall file a motion seeking final approval of the Settlement and entry of a Final Approval Order and Judgment, including a request that the preliminary certification of the

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

Settlement Class for settlement purposes be made final. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all other purposes.

4.4. Class Counsel shall share drafts of any memoranda in support of preliminary approval, final approval, and attorneys' fees and expenses with S.V.D.P. within a reasonable time before filing and shall consider any proposed edits by S.V.D.P. in good faith.

5. EFFECTIVE DATE AND TERMINATION

5.1. The Effective Date of the Settlement shall be the first Business Day after all of the following conditions have occurred:

5.1.1. The Parties execute this Agreement;

5.1.2. The Court enters the Preliminary Approval Order, which shall include approval of the Notice Plan;

5.1.3. Notice is provided to the Settlement Class in accordance with the Preliminary Approval Order and Notice Plan;

5.1.4. The Court enters the Final Approval Order and Judgment consistent with the requirements of Section 2.21; and

5.1.5. The Final Approval Order and Judgment have become final because (i) the time for appeal, petition, rehearing, or other review has expired; or (ii) if any appeal, petition, or request for rehearing or other review has been filed, the Final Approval Order and Judgment is affirmed without material change, or the appeal is dismissed or otherwise disposed of, and no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, and requests for rehearing or other review has expired. If there are no timely objectors, the Effective Date is one day after the Final Approval Order is entered by the Court.

5.2. This Settlement may be terminated by either Settlement Class Representatives or S.V.D.P. by serving on counsel for the opposing Party and filing with the Court a written notice of termination within ten (10) Business Days (or such longer time as may

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

be agreed between Lead Class Counsel and S.V.D.P.) after any of the following occurrences:

5.2.1. Lead Class Counsel and S.V.D.P. mutually agree to termination before the Effective Date;

5.2.2. The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement as set forth in this Settlement Agreement;

5.2.3. An appellate court reverses the Final Approval Order and Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand;

5.2.4. The Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the Preliminary Approval Order, the proposed Final Approval Order and Judgment, the Final Approval Order and Judgment, or the Settlement; or

5.2.5. The Effective Date does not occur.

5.2.6. If this Agreement is terminated under Section 6.2 above, the following shall occur:

5.2.7. Within ten (10) Business Days of receiving notice of a termination event from S.V.D.P.'s Counsel, the Settlement Administrator shall pay to S.V.D.P. an amount equal to the Settlement Fund, together with any interest or other income earned thereon, less (i) any Taxes paid or due with respect to such income and (ii) any reasonable and necessary Administration and Notice Costs already actually incurred and paid or payable from the Settlement Fund pursuant to the terms of this Agreement;

5.2.8. The Parties shall return to the status quo in the Action as if the Parties had not entered into this Agreement;

5.2.9. Any Court orders approving certification of the Settlement Class and any other orders entered pursuant to this Agreement shall be null and void and vacated, and neither those orders nor any statements made in connection with seeking approval of the

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

Agreement may be used in or cited by any person or Entity in support of claims or defenses or in support or in opposition to a class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim; and

5.2.10. This Agreement shall become null and void, and the fact of this Settlement and that S.V.D.P. did not oppose certification of Settlement Class shall not be used or cited by any person or Entity in support of claims or defenses or in support of or in opposition to a class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving any Released Claims.

6. Settlement Benefits

6.1. All Settlement Class Members who submit an Approved Claim using the Claim Form, which is attached as Exhibit A to this Settlement Agreement, are eligible to receive:

6.1.1. Credit Monitoring: Two years of medical and credit monitoring and identity protection services, which includes (i) three credit bureau monitoring, (ii) report and score, (iii) dark web monitoring, (iv) identity protection services, (v) identity resolution services, and (vi) $1,000,000.00 in identity theft insurance.

6.1.2. Out-of-Pocket Expenses: Reimbursement for documented out-of-pocket losses that were incurred as a result of the Data Incident for one or more of the following, not to exceed a total of $5,000.00 per Settlement Class Member: (i) unreimbursed costs and expenses spent addressing identity theft or fraud; (ii) preventative costs including purchasing credit monitoring, placing security freezes on credit reports, or requesting copies of credit reports for review incurred on or after September 26, 2024 to October 12, 2024; and (iii) other documented losses that were not reimbursed. Settlement Class Members seeking reimbursement under this Section 7.1.2 must submit reasonable documentation to support that the out-of-pocket expenses claimed were the result of the Data Incident. Failure to provide supporting documentation as requested on the Claim Form shall result in denial of the Settlement Claim. Settlement Class Members

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

shall not be reimbursed for Out-of-Pocket Expenses if they have already been reimbursed for the same Out-of-Pocket Expenses by another source.

6.1.3. Pro Rata Payment: A flat cash payment representing a *pro rata* share of any amount that remains in the Settlement Fund after payment of all approved Out-of-Pocket Expenses Claims and CCPA and CMIA Claims. Each share is estimated at $50.00. The Pro Rata Payment may be decreased or increased based upon total claim submissions.

6.1.4. CCPA/CMIA Payment: California Subclass Members may submit a claim for a $150.00 cash payment as a result of the CCPA and CMIA claim they have brought against Defendant as California residents. This relief is in addition to any other claim for settlement benefits that the California Subclass Members would otherwise be entitled to claim pursuant to the Settlement. This payment will be paid from the money remaining in the Settlement Fund after Out-of-Pocket Expenses Claims have been fully satisfied and will be paid before the Pro Rata Claims. It may be pro rata decreased based on the number of valid claims submitted.

6.1.5. Business Practice Commitments: S.V.D.P. will provide a confidential declaration to Class Counsel generally describing its information security enhancements taken since the Data Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements are paid by S.V.D.P. separate and apart from the Settlement Payment. The costs of such enhancements to date are estimated to total approximately $500,000.00 and S.V.D.P. will continue to utilize enhanced data privacy controls in line with those confidentially disclosed to Class Counsel as part of the settlement.

6.2. Settlement Class Members making claims for any of the relief under Section 7.1 must complete and submit a written Claim Form to the Settlement Administrator, postmarked (or, if submitted electronically in accordance with the requirements for electronic submission of a Claim Form, the date of such submission) on or before the Claims Deadline. The Claim Form must be verified by the Settlement Class Member with a statement that his or her Settlement Claim is true and correct, to the best of his

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

or her knowledge and belief, and is being made under penalty of perjury.

6.3. If the total amount of Approved Claims submitted under Section 7.1, when aggregated with Administration and Notice Costs, Attorneys' Fees as approved by the Court, Expenses as approved by the Court, and Service Awards as approved by the Court exceeds the amount of the Settlement Fund, then Approved Claims under Section 7.1 shall be reduced on a *pro rata* basis such that the total aggregate amount of Approved Claims under Section 7.1, Administration and Notice Costs, Attorneys' Fees, Expenses, and Service Awards, does not exceed the amount of the Settlement Fund. In such an event, Net Settlement Funds will be distributed first to Out-of-Pocket Claims and any remaining funds will be used to pay approved CCPA and CMIA Payments and Pro rata Payments on a pro rata basis.. If the total amount of Approved Claims submitted under Section 7.1, when aggregated with Administration and Notice Costs, Attorneys' Fees as approved by the Court, Expenses as approved by the Court, and Service Awards as approved by the Court is less than the amount of the Settlement Fund, then Approved Claims under Section 7.1 shall be increased on a *pro rata* basis such that the total aggregate amount of Approved Claims under Section 7.1, Administration and Notice Costs, Attorneys' Fees, Expenses, and Service Awards, equals (as reasonably close as possible without exceeding) the amount of the Settlement Fund. The Settlement Administrator shall reasonably exercise its discretion for purposes of implementing any *pro rata* increase or decrease provided herein to account for estimated, but not yet incurred, Administration and Notice Costs. For the avoidance of doubt, in no event shall S.V.D.P.'s liability or obligation under this Settlement Agreement exceed the Settlement Fund.

6.4. Any funds that remain after the distribution of all payments for all Approved Claims from the Settlement Fund, including for settlement checks that are not cashed by the deadline to do so, will be distributed *pro rata* to Settlement Class Members who submitted Approved Claims and cashed their initial checks, unless the Settlement Administrator determines any additional distribution would not be economically

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

feasible considering the amount of funds remaining (including for instance, if the additional distribution would be *de minimis*), in which case any remaining funds shall be distributed to the 501(c)(3) charitable organization, the San Diego County Bar Foundation, subject to Court approval.

6.5. In the event that the funds remaining in the Net Settlement Fund are not sufficient to make payment for those Approved Claims for Out-of-Pocket Expenses, then the value of the payments for Approved Claims for Out-of-Pocket Expenses shall be reduced on a *pro rata* basis, such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Expenses does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Approved Claims for CCPA and CMIA Payments or Pro Rata Payments.

6.6. In the event that funds remaining in the Net Settlement Fund after the payment for Approved Claims for Out-of-Pocket Losses are not sufficient to make payment for Approved Claims for Credit Monitoring Services, then the number of years and/or bureaus of Credit Monitoring Services shall be reduced on a *pro rata* basis, as agreed upon by Class Counsel and Defendant's Counsel based on calculations provided by the Settlement Administrator, such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Losses and Approved Claims for Credit Monitoring Services does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Approved Claims for CCPA and CMIA Payments or Pro Rata Payments.

6.7. In the event that funds remaining in the Net Settlement Fund after the payment for Approved Claims for Out-of-Pocket Losses and Approved Claims for Credit Monitoring Services are not sufficient to make payment for Approved Claims for CCPA and CMIA Payments or Pro Rata Payments, then the value of Approved Claims for CCPA and CMIA Payments and Pro Rata Payments shall be reduced on a *pro rata* basis such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Losses, Approved Claims for Credit Monitoring Services and Approved

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

Claims for CCPA and CMIA Payments or Pro Rata Payments does not exceed the Net Settlement Fund.

6.8. All *pro rata* determinations required by Section 7 shall be performed by the Settlement Administrator on notice to Class Counsel and S.V.D.P.'s Counsel.

6.9. To the extent the Settlement Administrator determines a claim for Out-of-Pocket Expenses is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel and S.V.D.P.'s Counsel in making such determinations.

7. DUTIES OF SETTLEMENT ADMINISTRATOR

7.1. The Settlement Administrator shall perform the functions specified in this Agreement, any functions specified in the Notice Plan after Court approval, and any other functions approved by the Court. In addition to other responsibilities that are described elsewhere in this Agreement (and in the Notice Plan, once approved by the Court), the duties of the Settlement Administrator shall include:

7.1.1. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members. Specifically, the Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information required to complete the Claim Form by the Claims Deadline, including any documentation that may be necessary to reasonably support amounts claimed under Sections 7.1.2,7.1.3, and 7.1.4; and (iii) the information submitted would lead a reasonable person to

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

conclude, for a Settlement Claim for Documented Out-of-Pocket Expenses submitted under Sections 7.1.2, that the alleged documented losses that were not reimbursed resulted from the Data Incident.

7.1.2. The Settlement Administrator may at any time (but is not required to) request from the claimant (including via email) supplemental claim information as the Settlement Administrator may reasonably require in order to evaluate the Settlement Claim, e.g., documentation requested on the Claim Form and information regarding the claimed losses. If supplemental claim information is requested, the Settlement Administrator shall give the claimant reasonable time in the Settlement Administrator's discretion, but not exceeding 30 days, to provide the supplemental information before rejecting the claim. Requests for supplemental claim information shall be made as promptly as reasonably possible after the Claims Deadline (or earlier in the discretion of the Settlement Administrator). If the supplemental claim information does not cure a claim defect as reasonably determined by the Settlement Administrator, then the Settlement Claim will be deemed invalid and there shall be no obligation to pay the Settlement Claim. For the avoidance of doubt, the Settlement Administrator is not required to request supplemental claim information and, in reasonably exercising its discretion, may deny a claim without requesting supplemental claim information.

7.1.3. Establishing and maintaining a post office box for receiving requests for exclusion from the Settlement;

7.1.4. Establishing and maintaining a Settlement website, which allows for the electronic submission of Claim Forms and requests to opt out, and provides access to relevant case documents including the Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms;

7.1.5. Responding to Settlement Class Member inquiries via U.S. mail, email, or telephone;

7.1.6. Establishing a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries;

7.1.7. Paying all Taxes relating to the Settlement Fund and Settlement Fund Account;

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

7.1.8. Receiving and processing all written requests for exclusion from the Settlement and providing copies thereof to the Parties' Counsel. If the Settlement Administrator receives any requests for exclusion or other requests after the Opt-Out Deadline, the Settlement Administrator shall promptly provide copies thereof to the Parties' Counsel;

7.1.9. Providing weekly reports that summarize the number of claims, written requests for exclusion, objections, and any other information requested by the Parties' Counsel;

7.1.10. Within five (5) Business Days after the Opt-Out Deadline, providing a final report to the Parties' Counsel summarizing the number of written requests for exclusion (i.e., requests to opt out), a list of all individuals who have timely and validly excluded themselves from the Settlement in accordance with the requirements of the Settlement, and any other information requested by the Parties' Counsel;

7.1.11. After the Effective Date, processing and transmitting any and all distributions to Settlement Class Members;

7.1.12. Prior to the Final Approval Hearing, preparing and executing an affidavit to submit to the Court that identifies each Settlement Class Member who timely and validly requested exclusion from the Settlement; and

7.1.13. Performing any other functions that the Parties jointly agree are necessary to accomplish administration of the Settlement.

7.2. As specified in Section 3.2, all Administration and Notice Costs incurred by the Settlement Administrator or otherwise in connection with administering the Settlement shall be paid from the Settlement Fund.

7.3. Neither the Parties nor the Parties' Counsel shall have any liability whatsoever with respect to any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement, or under the Notice Plan once approved by the Court.

7.4. The Settlement Administrator shall indemnify and hold harmless the Parties and the Parties' Counsel for any liability arising from any act or omission of the Settlement

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement, or under the Notice Plan once approved by the Court.

8. NOTICE PLAN

8.1. The Settlement Administrator shall be responsible for implementing and executing the Notice Plan. Within ten (10) days after the Court's entry of a Preliminary Approval Order, S.V.D.P. shall provide the Settlement Administrator with available contact information for Settlement Class Members.

8.2. Should the Settlement be terminated for any of the reasons identified in Sections 6.2 , the Settlement Administrator shall immediately destroy all contact information received from S.V.D.P. for Settlement Class Members.

8.3. As specified in Section 3.2, all costs incurred by the Settlement Administrator or otherwise relating to providing notice to Settlement Class Members shall be paid from the Settlement Fund.

9. Covenants Not to Sue

9.1. The Settlement Class Representatives covenant and agree: (i) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any Released Claim, or the facts and circumstances relating thereto, against any of the Released Parties; (ii) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of Settlement Class Member but who requested to be excluded from the Settlement, in a separate class for purposes of pursuing any action based on or relating to any Released Claim or the facts and circumstances relating thereto, against any of the Released Parties; and (iii) that the foregoing covenants and this Agreement shall be a complete defense to any Released Claim against any of the Released Parties.

10. REPRESENTATIONS AND WARRANTIES

10.1. Each Party represents that:

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

(i) such Party has the full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval;

(ii) such Party is voluntarily entering into the Agreement as a result of arm's-length negotiations conducted by its counsel;

(iii) such Party is relying solely upon its own judgment, belief, and knowledge, and the advice and recommendations of its own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof;

(iv) such Party has been represented by, and has consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and has been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein;

(v) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party;

(vi) except as provided herein, such Party has not been influenced to any extent whatsoever in executing the Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party to the Agreement;

(vii) each of the Parties assumes the risk of mistake as to facts or law;

(viii) this Agreement constitutes a valid, binding, and enforceable agreement; and

10.2. The Settlement Class Representatives represent and warrant that they have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties, and further covenant that they will not assign or otherwise transfer any interest in any of the Released Claims against any of the Released Parties.

10.3. The Settlement Class Representatives represent and warrant that they have no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims.

11. RELEASES

11.1. As of the Effective Date, all Releasing Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Released

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

Claims against the Released Parties and any of their current, former, and future affiliates, parents, subsidiaries, representatives, officers, agents, directors, employees, contractors, shareholders, vendors, insurers, reinsurers, successors, assigns, and attorneys, except for claims relating to the enforcement of the Settlement or this Agreement.

11.2. The Parties expressly intend that all Released Parties, including Released Parties who are third-party party beneficiaries (e.g., S.V.D.P.'s current and former clients or other sources whose information was impacted in the Data Incident), shall have the right to directly enforce the Releases herein.

11.3. The Released Claims for the Representative Plaintiffs include "Unknown Claims." "Unknown Claims" means any of the Released Claims a Representative Plaintiff does not know or suspect to exist in his or her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision to participate in this Class Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Representative Plaintiffs expressly shall have, and by operation of the Final Approval Order shall have, released any and all Released Claims, including Unknown Claims. Representative Plaintiffs, waive the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542. A Representative Plaintiff may hereafter discover facts in addition to, or different from, those that he or she now knows or believes to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs expressly shall have, and shall be deemed to have, and by operation of the Final Approval Order shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims. Settlement Class Members other than Representative

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

Plaintiffs shall not be subject to a general release under California Civil Code § 1542 or any other provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542.

11.4. The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein. Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

12. NO ADMISSION OF WRONGDOING

12.1. This Agreement compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Parties as to the merits of any claim or defense. The Parties agree that the Settlement is a compromise of disputed claims. S.V.D.P. expressly denies any liability or wrongdoing. S.V.D.P. is settling solely for the purpose of avoiding the ongoing costs and expenses of continued litigation. This Agreement and any actions taken to carry out the Agreement shall not be offered or received against S.V.D.P. as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by S.V.D.P. with respect to the truth of any fact alleged by any Settlement Class Representative or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of any kind whatsoever of S.V.D.P.

12.2. This Agreement shall not be construed as or received in evidence as an admission, concession, or presumption against any Settlement Class Representative or any Settlement Class Member that any of their claims are without merit, or that any defense asserted by S.V.D.P. has any merit, or that damages recoverable in the Action would not have exceeded the Settlement Fund.

12.3. The settlement negotiations shall remain subject to the provisions of California Rules of Evidence §§ 408 and 1152, all similar Federal rules of evidence, and arbitral rules, and the mediation privilege.

12.4. Notwithstanding the foregoing provisions of Section 13.3 or any other terms in this Settlement, S.V.D.P. may use, offer, admit, or refer to this Agreement and to the Settlement, if approved, where it deems necessary to defend itself in any other action, or in any judicial, administrative, regulatory, arbitrative, or other proceeding, as it deems necessary to comply with or address regulatory and/or disclosure obligations, to pursue insurance and/or other indemnification, and to enforce this Agreement and the Settlement, including the releases contained therein.

13. OPT-OUTS

13.1. Any individual who wishes to opt-out of the Settlement must submit a written request to opt-out to the Settlement Administrator, which shall be postmarked no later than the Opt-Out Deadline through the claims portal no later than the Opt-Out Deadline.

13.2. The written request to opt-out must:

(i) Identify the case name of the Action;

(ii) Identify the name and address of the individual seeking to opt-out of the Settlement;

(iii) Be personally signed by the individual seeking to opt-out;

(iv) Include a statement clearly indicating the individual's intent to opt-out of the Settlement; and

(v) Request exclusion only for that one individual whose personal

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

signature appears on the request.

13.3. Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator.

13.4. Any individual who submits a valid and timely request to opt-out in the manner described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of the Settlement.

13.5. Any individual who does not submit a valid and timely request to opt-out in the manner described herein shall be deemed to be a Settlement Class Member upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class. Plaintiffs and all Class Members who do not opt out of the settlement, will be deemed to have provided S.V.D.P. and any and all related parties (including, without limitation, any and all subsidiaries, affiliates, predecessors, or successors, any and all current or former officers, directors, employees, independent contractors, associates, shareholders, agents or other persons acting on its behalf, including, but not limited to, attorneys, advisors, consultants, auditors, accountants, underwriters, assigns, vendors, creditors, administrators, heirs, estates, or legal representatives and insurers) with a full and final general release of all Released Claims to include any and all actions, claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, judgments, controversies, costs, expenses, refunds, reimbursements, restitution, and attorneys' fees of any nature whatsoever, whether arising under federal law, state law, local law, common law or equity, any state's consumer protection laws, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), or any other law, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

compensatory, that were advanced in the Action, or that are related to, or arise out of, the facts, transactions, events, occurrences, acts, or omissions alleged in the Action, including the Complaints, Consolidated Complaint, and any amendment thereto, or that otherwise relate to or arise from the Data Incident, the alleged access, disclosure and/or acquisition of the proposed Settlement Class Members' Personal Information in the Data Incident, S.V.D.P.'s provision of notice to the proposed Settlement Class Members following the Data Incident, S.V.D.P.'s information and security policies and practices as they relate to or arise from the Data Incident, S.V.D.P.'s maintenance or storage of Personal Information as it relates to or arises from the Incident, or that could have been advanced in the Action, as of the date of the Final Order and Judgment (excluding, for avoidance of doubt, any claims to enforce the settlement or the Final Order and Judgment).

13.6. Class Counsel agree that this Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class Members.

14. Objections

14.1. Any Settlement Class Member who wishes to object to the Settlement may submit a written objection to the Settlement Administrator via mail on or before the Objection Deadline, as specified in the Preliminary Approval Order.

14.2. The written objection must include:

(i) The case name and number of the Action;

(ii) The name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;

(iii) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;

(iv) A statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the three years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;

(v) A statement of the specific grounds for the objection; and

(vi) A statement of whether the objecting Settlement Class Member intends

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

14.3. In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

14.4. Any Settlement Class Member who fails to object to the Settlement in the manner described in this Agreement, the Preliminary Approval Order, and in the notice provided pursuant to the Notice Plan shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

14.5. Class Counsel and/or S.V.D.P.'s Counsel may conduct limited discovery on any objector or objector's counsel.

15. SERVICE AWARDS

15.1. The Settlement Class Representatives and Lead Class Counsel shall submit a request to the Court for payment of Service Awards, not to exceed five thousand United States Dollars ($5,000.00) per individual, to the Settlement Class Representatives. Any request for Service Awards must be filed with the Court forty-five (45) days before the Final Approval Hearing. If approved by the Court, such Service Awards shall be paid by the Settlement Administrator from the Settlement Fund within five (5) Business Days after the Effective Date. For the avoidance of doubt, Service Awards shall be paid from the Settlement Fund.

15.2. S.V.D.P. agrees not to oppose the foregoing request to the Court for Service Awards.

15.3. The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Service Awards. If the Court declines to

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

approve, in whole or in part, a request for Service Awards, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of Service Awards, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

16. Attorneys' Fees and Expenses

16.1. Lead Class Counsel shall submit a request to the Court for payment of Attorneys' Fees in the amount of six hundred six-six thousand six hundred United States Dollars ($666,600.00), or 1/3 of the Total Economic Benefit under this settlement agreement and for reimbursement of Expenses incurred in prosecuting and settling the Action not to exceed twenty-five thousand United States Dollars ($25,000.00). Any request for Attorneys' Fees and Expenses must be filed with the Court forty-five (45) days before the Final Approval Hearing. If approved by the Court, such Attorneys' Fees and Expenses shall be paid by the Settlement Administrator from the Settlement Fund within five (5) Business Days after the Effective Date. For the avoidance of doubt, Attorneys' Fees and Expenses shall be paid from the Settlement Fund.

16.2. The Parties agree that the effectiveness and enforceability of this Agreement is not contingent upon the Court's approval of the payment of any Attorneys' Fees or Expenses. If the Court declines to approve, in whole or in part, a request for Attorneys' Fees or Expenses, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of Attorneys' Fees or Expenses, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

17. Notices

17.1. All notices to Lead Class Counsel provided for in this Agreement shall be sent by email

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

and First Class mail to the following:

Laura Van Note
COLE & VAN NOTE
555 12th Street, Suite 2100
Oakland, CA 94607
lvn@colevannote.com

and to:

Carly M. Roman
STRAUSS BORRELLI PLLC
980 N. Michigan
Chicago, IL 60611
croman@straussborrelli.com

17.2. All notices to S.V.D.P. or S.V.D.P.'s Counsel provided for in this Agreement shall be sent by email and First Class mail to the following:

Carolyn Purwin Ryan
Mullen Coughlin LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
cpurwinryan@mullen.law

17.3. All notices to the Settlement Administrator provided for in this Agreement shall be sent by either email or First Class mail to the address provided by the Settlement Administrator.

17.4. The notice recipients and addresses designated in this Section may be changed by written notice posted to the Settlement website.

18. MISCELLANEOUS PROVISIONS

18.1. Further Steps. The Parties agree that they each shall undertake any further required steps to effectuate the purposes and intent of this Agreement.

18.2. Cooperation. The Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement and (ii) agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of the settlement consistent with this Settlement Agreement, and to dismiss the Action with prejudice upon final approval of the settlement by the Court.

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

18.3. Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the exhibits hereto, are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents.

18.4. Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

18.5. Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants expressly contained and memorialized herein.

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

18.7. Drafting. The language of all parts of this Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any Party. No Party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the Parties and their counsel. Each Party and their counsel cooperated in the drafting and preparation of the Agreement. In any construction to be made of the Agreement, the Agreement shall not be construed against any Party and any canon of contract interpretation to the contrary shall not be applied.

18.8. Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by an express writing signed by the Parties who executed this Agreement, or their successors.

18.9. Waiver. The failure of a Party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

18.10. Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

18.11. Counterparts. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court. This Agreement may be executed using DocuSign.

18.12. Electronic Mail. Transmission of a signed Agreement by electronic mail shall constitute receipt of an original signed Agreement by mail.

18.13. Successors and Assigns. The Agreement shall be binding upon, and inures to the benefit of, the heirs, executors, successors, and assigns of the Parties hereto.

18.14. Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of California, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.

18.15. Interpretation. The following rules of interpretation shall apply to this Agreement:

(i) Definitions apply to the singular and plural forms of each term defined.

(ii) Definitions apply to the masculine, feminine, and neuter genders of each term defined.

(iii) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."

18.16. Fair and Reasonable. The Parties and the Parties' Counsel believe this Agreement is

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

a fair and reasonable compromise of the disputed claims and in the best interest of the Parties. The Parties have arrived at this Agreement as a result of extensive arm's-length negotiations.

18.17. Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement. The Court also shall retain exclusive jurisdiction over any determination of whether any subsequent suit is released by the Settlement Agreement.

18.18. Third-Party Beneficiaries. It is the Parties' intent that all third parties who are Released Parties as defined in Paragraph 2.36 shall benefit from this Agreement and shall be entitled to enforce the Agreement, including its releases, fully and directly. By way of example but without limitation, it is the Parties' intent that that such Released Parties shall be entitled to fully and directly enforce the releases in response to any action, lawsuit, or proceeding asserting a Released Claim.

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

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

18.20. No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after the Judgment is entered.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized counsel:

COLE & VAN NOTE (Class Counsel)

Laura Van Note
ID DJfQkkgCianj4dVYiD7wAKoc

Name: Laura Van Note
Date: 7/28/2026

STRAUSS BORRELLI, PLLC (Class Counsel)

Name:
Date:

DEFENDANT S.V.D.P. MANAGEMENT, INC.

Name:
Date:

MULLEN COUGHLIN LLC (Counsel for Defendant)

Name:
Date:

ERNEST ORRANTIA

Name:
Date:

FLORENCIO RAMOS

Florencio Ramos
ID yKCKS32YQY2uLB38JFx94zuo

Name: Florencio Ramos
Date: 7/28/2026

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Docusign Envelope ID: 92245476-15CE-8C1D-8044-1B764CCC29E4

18.20. No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after the Judgment is entered.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized counsel:

COLE & VAN NOTE (Class Counsel)

_____
Name:
Date:

STRAUSS BORRELLI, PLLC (Class Counsel)

_____
Name:
Date:

DEFENDANT S.V.D.P. MANAGEMENT, INC.

DocuSigned by:
Deacon Jim Vargas
CD8E3C01D7A24E3...
Name: Deacon Jim Vargas
Date: 7/27/2026

MULLEN COUGHLIN LLC (Counsel for Defendant)

_____
Name: Carolyn Purwin Ryan
Date: July 28, 2026

ERNEST ORRANTIA

_____
Name:
Date:

FLORENCIO RAMOS

_____
Name:
Date:

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

18.20. No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after the Judgment is entered.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized counsel:

COLE & VAN NOTE (Class Counsel)

_____
Name:
Date:

STRAUSS BORRELLI, PLLC (Class Counsel)

Carly Roman
_____
Name: Carly Roman
Date: 07 / 28 / 2026

DEFENDANT S.V.D.P. MANAGEMENT, INC.

_____
Name:
Date:

MULLEN COUGHLIN LLC (Counsel for Defendant)

_____
Name:
Date:

ERNEST ORRANTIA

_____
Name: Ernest Orrantia
Date: 07 / 28 / 2026

FLORENCIO RAMOS

_____
Name:
Date:

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

Doc ID: [illegible]

GILBERTO NERIA

_____

Name:
Date:

JULIA PORTER

_____

Name:
Date:

SARAH MAY MCFADDEN



Name: Sarah McFadden
Date: 07/24/2026

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

GILBERTO NERIA

Gilberto Neria (Jul 24, 2026 09:42:59 PDT)

Name:
Date: 24/07/2026

JULIA PORTER

_____

Name:
Date:

SARAH MAY MCFADDEN

_____

Name:
Date:

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

GILBERTO NERIA

_____

Name:
Date:

SARAH MAY MCFADDEN

_____

Name:
Date:

JULIE PORTER

Julie Porter
Julie Porter (Jul 29, 2026 09:13:33 PDT)
julieroja1@gmail.com

Date: 29.07.26

COLE & VAN NOTE
ATTORNEYS AT LAW
555 12TH STREET, SUITE 2100
OAKLAND, CA 94607
TEL: (510) 891-9800

EXHIBIT A

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

Orrantia v. S.V.D.P. Management, Inc.
San Diego County Superior Court
Case No. 25CU048774C

CLAIM FORM

SVDP-CLAIM

GENERAL INSTRUCTIONS

This is the Court-approved Claim Form for the ***Orrantia v. S.V.D.P. Management, Inc.*** class action Settlement. You are eligible to submit a Claim Form if you are a member of the **Settlement Class**, defined as: **All residents of the United States who were potentially impacted by the Data Incident, including all who were sent a notice of the Data Incident.**

California Subclass means members of the Settlement Class who were residents of the State of California at any time between September 26, 2024, to October 12, 2024.

Data Incident refers to the suspicious activity on its network that S.V.D.P. detected and responded to on or around July 29, 2025.

You can submit a Claim Form online at «WEBSITE» or by completing this Claim Form and mailing it to the Settlement Administrator, so it is postmarked no later than «DEADLINE».

SETTLEMENT BENEFITS

All Settlement Class Members are eligible to receive:

CREDIT MONITORING: Two years of medical and credit monitoring and identity protection services, which includes (i) three credit bureau monitoring, (ii) report and score, (iii) dark web monitoring, (iv) identity protection services, (v) identity resolution services, and (vi) $1,000,000.00 in identity theft insurance.

OUT-OF-POCKET EXPENSES: Reimbursement for documented out-of-pocket losses that were incurred as a result of the Data Incident for one or more of the following, not to exceed a total of $5,000.00 per Settlement Class Member: (i) unreimbursed costs and expenses spent addressing identity theft or fraud; (ii) preventative costs including purchasing credit monitoring, placing security freezes on credit reports, or requesting copies of credit reports for review incurred on or after September 26, 2024 to October 12, 2024; and (iii) other documented losses that were not reimbursed. Settlement Class Members seeking reimbursement must submit reasonable documentation to support that the out-of-pocket expenses claimed were the result of the Data Incident. Failure to provide supporting documentation as requested shall result in denial of the Settlement Claim. Settlement Class Members shall not be reimbursed for Out-of-Pocket Expenses if they have already been reimbursed for the same Out-of-Pocket Expenses by another source.

PRO RATA PAYMENT: A flat cash payment representing a *pro rata* share of any amount that remains in the Settlement Fund after payment of all approved Out-of-Pocket Expenses Claims and CCPA/CMIA Claims. Each share is estimated at $50.00.

CCPA/CMIA PAYMENT: ***California Subclass Members*** may also submit a claim for a $150.00 cash payment as a result of the CCPA and CMIA claim they have brought against Defendant as California residents. This relief is in addition to any other claim for settlement benefits that the California Subclass Members would otherwise be entitled to claim pursuant to the Settlement. Approved CCPA/CMIA Claims will be paid from the money remaining in the Settlement Fund after Out-of-Pocket Expenses Claims have been fully satisfied and will be paid before the Pro Rata Claims.

PAYMENT AMOUNTS MAY BE INCREASED OR DECREASED BASED ON THE TOTAL AMOUNT OF ALL VALID CLAIMS SUBMITTED AND THE FUNDS AVAILABLE FOR THOSE PAYMENTS.

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

Orrantia v. S.V.D.P. Management, Inc.
San Diego County Superior Court
Case No. 25CU048774C

CLAIM FORM

SVDP-CLAIM

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name | **Last Name**

Street Address

City | **State** | **Zip Code**

Email Address | **Phone Number** | **Notice ID**

II. CREDIT MONITORING

☐ Check this box if you want to receive two (2) years of one (1) bureau Credit Monitoring.

Note: Enrollment instructions will be sent to the email address you provided in Section I of this Claim Form if the Settlement is approved and becomes final.

III. OUT-OF-POCKET EXPENSES

☐ Check this box if you want to receive reimbursement for Out-of-Pocket Expenses.

Supporting Documentation: Fill in the chart below to describe the supporting documentation you are providing with this Claim Form and the loss amount(s) that you are seeking reimbursement for (up to $5,000.00) that are supported by that documentation.

Remember: The loss must be actual, documented, and unreimbursed monetary loss resulting from fraud or identity theft related to the Data Incident.

Description of Documentation Provided	Amount
Total Documented Losses:	

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

Orrantia v. S.V.D.P. Management, Inc.
San Diego County Superior Court
Case No. 25CU048774C

CLAIM FORM

SVDP-CLAIM

IV. CCPA/CMIA PAYMENT

☐ Check this box if you are a California Subclass Member and want to receive the $150.00 cash payment.*

Payment amount is subject to pro rata adjustment based on the funds available for these payments.

V. PRO RATA PAYMENT

☐ Check this box if you want to receive the Pro Rata Payment (estimated at $50.00).*

Payment amount is subject to pro rata adjustment based on the funds available for these payments.

VI. PAYMENT SELECTION

Please select **one** of the following payment options:

☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check*

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

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

VII. CERTIFICATION

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

_____	_____	_____
Signature	Printed Name	Date

SUBMITTING YOUR CLAIM FORM

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

Mail your completed Claim Form, including any supporting documentation, to the Settlement Administrator, so it is postmarked no later than «DEADLINE».

SVDP Data Incident Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

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

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you are a resident of the United States who was potentially impacted by the July 2025 Data Incident affecting S.V.D.P. Management Inc.'s network, you may be eligible to receive a Cash Payment and Credit Monitoring from a class action settlement.

The San Diego County Superior Court authorized this Notice.

A proposed Settlement has been reached in the class action lawsuit ***Orrantia v. S.V.D.P. Management, Inc.,*** Case No. 25CU048774C, pending in the San Diego County Superior Court. If the Settlement is granted final approval by the Court, it will resolve the legal claims arising from the Data Incident involving S.V.D.P. Management Inc. ("S.V.D.P.").

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOUR LEGAL RIGHTS ARE AFFECTED. PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM **DEADLINE: «DATE»**	Submitting a timely and valid Claim Form is the only way to receive Settlement Benefits. Any Settlement Class Member who does not request exclusion from the Settlement may submit a Claim Form. More information about submitting a Claim Form is available at **FAQ #12**.
EXCLUDE YOURSELF FROM THE SETTLEMENT **DEADLINE: «DATE»**	Excluding yourself from the Settlement (or "opting out") is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendant or other Released Parties for the legal claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits. More information about excluding yourself is available at **FAQ #18**.
OBJECT TO THE SETTLEMENT **DEADLINE: «DATE»**	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. • If you exclude yourself from the Settlement, you cannot object to it. • If you object to the Settlement, you are still eligible to submit a Claim Form. More information about objecting is available **FAQ #21**.
ATTEND THE FINAL APPROVAL HEARING **«DATE»**	You may attend the Final Approval Hearing where the Court will determine whether to grant final approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection. The time and date of the hearing may change, so visit «WEBSITE» for updates. More information about the Court's Final Approval hearing is available at **FAQ#23**.
DO NOTHING	If you do nothing, you will not receive any Settlement Benefits and you will give up any rights you may have to sue, continue to sue, or be part of another lawsuit against Defendant and other Released Parties for the claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Settlement Benefits will not be provided unless the Court grants final approval of the Settlement and the Settlement becomes effective.

BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice to inform you of a proposed Settlement in this class action lawsuit. You have the right to understand the terms of the Settlement, as well as your rights and options, before the Court decides whether to grant final approval.

This Notice explains the nature of the lawsuit, the terms of the proposed Settlement, who is eligible to receive benefits from this Settlement, a description of the benefits, and how to obtain those benefits.

2. What is this lawsuit about?

Plaintiffs Ernest Orrantia, Florencio Ramos, Gilberto Neria, Julia Porter, and Sarah May McFadden filed class action lawsuits against S.V.D.P. Management Inc. ("Defendant") asserting claims arising out of the Data Incident. The separate lawsuits filed by the Plaintiffs are listed below:

- Ernest Orrantia v. S.V.D.P. Management, Inc., Case No. 25CU048774C;
- Florencio Ramos v. S.V.D.P. Management, Inc., Case No. 25CU049209C;
- Gilberto Neria and Julia Porter v. S.V.D.P. Management, Inc., Case No. 25CU049027C; and
- Sarah May McFadden v. S.V.D.P. Management, Inc., Case No. 25CU049304C

On November 13, 2025, the Court consolidated these lawsuits into *Orrantia v. S.V.D.P. Management, Inc.*, Case No. 25CU048774C, pending in the San Diego County Superior Court (the "Action").

The specific allegations asserted by Plaintiffs are set forth in the consolidated complaint (the "Complaint"), which is available on the Settlement Website at «WEBSITE».

S.V.D.P. denies the allegations and all liability with respect to facts and claims alleged in this Action.

3. Why is this a class action?

In a class action lawsuit, one or more individuals (called the "Plaintiffs" or "Class Representatives") bring claims on behalf of a larger group of people who have similar claims (the "Settlement Class" or "Settlement Class Members"). The Court resolves the claims for all Settlement Class Members, except for those who choose to exclude themselves from (or "opt-out" of) the Settlement Class.

4. Why is there a Settlement?

The Plaintiffs and Defendant disagree about the legal claims in this Action. The Action has not gone to trial, and the Court has not decided in favor of either the Plaintiffs or the Defendant. Instead, the Plaintiffs and Defendant (collectively, the "Parties") agreed to settle the Action after considering the risks, costs, and uncertainties of continued litigation.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all residents of the United States who were potentially impacted by the Data Incident, including all who were sent a notice of the Data Incident.

In total, S.V.D.P. represents there are approximately 95,329 potentially impacted individuals.

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

Yes, the Settlement Class specifically excludes: (i) Defendant S.V.D.P., any Entity in which S.V.D.P. has a controlling interest, and S.V.D.P.'s partners, officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any

judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.

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

If you are still not sure whether you are included in this Settlement, you can contact the Settlement Administrator for free assistance.

S.V.D.P. Data Incident Settlement
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
«Email Address» ● 1-XXX-XXX-XXXX

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Under the Settlement, S.V.D.P. will create a $1.5 million Settlement Fund to pay for (i) Administration and Notice Costs; (ii) Service Awards approved by the Court; (iii) Attorneys' Fees approved by the Court; (iv) Expenses approved by the Court; and (v) all Approved Claims.

All Settlement Class Members who submit an Approved Claim are eligible to receive:

- ✓ **Credit Monitoring:** Two years of medical and credit monitoring and identity protection services, which includes (i) three credit bureau monitoring, (ii) report and score, (iii) dark web monitoring, (iv) identity protection services, (v) identity resolution services, and (vi) $1,000,000.00 in identity theft insurance.

- ✓ **Out-of-Pocket Expenses:** Reimbursement for documented out-of-pocket losses that were incurred as a result of the Data Incident for one or more of the following, not to exceed a total of $5,000.00 per Settlement Class Member: (i) unreimbursed costs and expenses spent addressing identity theft or fraud; (ii) preventative costs including purchasing credit monitoring, placing security freezes on credit reports, or requesting copies of credit reports for review incurred on or after September 26, 2024 to October 12, 2024; and (iii) other documented losses that were not reimbursed. Settlement Class Members seeking reimbursement under this Section 7.1.2 must submit reasonable documentation to support that the out-of-pocket expenses claimed were the result of the Data Incident. Failure to provide supporting documentation as requested on the Claim Form shall result in denial of the Settlement Claim. Settlement Class Members shall not be reimbursed for Out-of-Pocket Expenses if they have already been reimbursed for the same Out-of-Pocket Expenses by another source.

- ✓ **Pro Rata Payment:** A flat cash payment representing a pro rata share of any amount that remains in the Settlement Fund after payment of all approved Out-of-Pocket Expenses Claims and CCPA and CMIA Claims. Each share is estimated at $50.00. The Pro Rata Payment may be decreased or increased based upon total claim submissions.

In addition, Settlement Class who were residents of the State of California at any time between September 26, 2024, to October 12, 2024 ("California Subclass Members") may submit a claim for the CCPA/CMIA payment.

- ✓ **CCPA/CMIA Payment:** A $150.00 cash payment as a result of the CCPA and CMIA claim they have brought against Defendant as California residents. This relief is in addition to any other claim for settlement benefits that the California Subclass Members would otherwise be entitled to claim pursuant to the Settlement. This payment will be paid from the money remaining in the Settlement Fund after Out-of-Pocket Expenses Claims have been fully satisfied and will be paid before the Pro Rata Claims. It may be pro rata decreased based on the number of valid claims submitted.

USE OF THE SETTLEMENT FUND

Funds remaining from the $1.5 million Settlement Fund after payment of Administration and Notice Costs, Attorneys' Fees, Expenses and Service Awards approved by the Court (the "**Net Settlement Fund**") will be used to pay for Settlement Benefits for Approved Claims in the following order: (a) Out-of-Pocket Payments; (b) Cost for Credit Monitoring Services; (c) CCPA/CMIA Payments; and (d) Pro Rata Payments.

- ✓ If the Net Settlement Fund is not sufficient to pay the full amount for Approved Claims for Out-of-Pocket Expenses, then amount of those payments will be reduced on a *pro rata* basis so the total amount paid for Approved Claims for Out-of-Pocket Expenses does not exceed the funds available in the Net Settlement Fund. If this were to occur, there will not be any funds remaining for Credit Monitoring Services, CCPA/CMIA Payments or Pro Rata Payments, and no such payments will be issued.

- ✓ If the funds remaining in the Net Settlement Fund after payment of Approved Claims for Out-of-Pocket Losses are not sufficient to make payment for Approved Claims for Credit Monitoring Services, then the number of years and/or bureaus of Credit Monitoring Services shall be reduced on a *pro rata* basis, as agreed upon by Class Counsel and Defendant's Counsel based on calculations provided by the Settlement Administrator, such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Losses and Approved Claims for Credit Monitoring Services does not exceed the funds available in the Net Settlement Fund. If this were to occur, there will not be any funds remaining for CCPA/CMIA Payments or Pro Rata Payments, and no such payments will be issued.

- ✓ If the funds remaining in the Net Settlement Fund after payment of Approved Claims for Out-of-Pocket Losses and Approved Claims for Credit Monitoring Services are not sufficient to make payment for Approved Claims for CCPA/CMIA Payments or Pro Rata Payments, then the value of Approved Claims for CCPA and CMIA Payments and Pro Rata Payments shall be reduced on a *pro rata* basis such that the aggregate value of payments for Approved Claims for CCPA and CMIA Payments or Pro Rata Payments does not exceed the funds available in the Net Settlement Fund.

- ✓ If the total amount of Approved Claims submitted is less than the amount available in the Settlement Fund, then Approved Claims shall be increased on a *pro rata* basis such that the total aggregate amount of Approved Claims equals (as reasonably close as possible without exceeding) the amount available in the Settlement Fund.

9. What else does the Settlement provide for?

In addition to the $1.5 million Settlement Fund, Defendant has agreed to certain Business Practice Commitments.

S.V.D.P. will provide a confidential declaration to Class Counsel generally describing its information security enhancements taken since the Data Incident and estimating, to an extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements paid by S.V.D.P. to date (approximately $500,000.00) are separate and apart from the $1.5 million Settlement Fund. S.V.D.P. will continue to utilize enhanced data privacy controls in line with those confidentially disclosed to Class Counsel as part of the Settlement.

10. What am I giving up in order to stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders pertaining to the Settlement will apply to you and will legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and the other Released Parties about the legal issues resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called "Released Claims" (*See* next question).

If you are a Settlement Class Member, you must submit an Approved Claim to be eligible to receive Settlement Benefits. If you do nothing, you will not receive a payment or Credit Monitoring services from the Settlement.

11. What are the Released Claims?

The Settlement Agreement defines Released Claims as any and all actions, claims, defenses, demands, liabilities, rights, demands, causes of action, controversies, agreements, judgments, promises, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, refunds, reimbursements, restitution, losses, attorneys' fees of any nature whatsoever, expenses, obligations, debts, or liabilities of any kind and description whatsoever, in law or in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and for the Representative Plaintiffs any and all "Unknown Claims") that were or could have been asserted or alleged against Defendant arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action, and any Released Claim(s) that otherwise relate to or arise from the Data Incident, the alleged access, disclosure and/or acquisition of Settlement Class Members' Personal Information in the Data Incident, Defendant's provision of notice to Settlement Class Members following the Data Incident, Defendant's information security policies or procedures as they relate to or arise from the Data Incident, or Defendant's maintenance or storage of Personal Information as they relate to or arise from the Data Incident, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. This release is not intended to serve as a waiver under California Civil Code § 1542, and no such waiver is made on behalf of the Settlement Class, except for the Representative Plaintiffs who may waive such rights solely with respect to their individual claims.

The "Released Parties" are defined as Defendant S.V.D.P. (as defined to include St. Vincent de Paul Villages, Inc, dba Father Joe's Villages), and its current and former partners, divisions, and affiliated companies, as well as these entities' respective predecessors, successors, assigns, directors, officers, employees, agents, vendors, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, retailers, all former and current S.V.D.P. clients and/or other sources who were not clients, whose information was accessed, compromised, or impacted by the Data Incident, as well as their current and former parents, subsidiaries, divisions, and affiliated companies, whether indirect or direct, as well as directors, officers, agents, vendors, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, and contractors.

For more information about the Released Claims and Released Parties, please refer to the Settlement Agreement, which is available on the Settlement Website at «WEBSITE».

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

12. How do I make a claim for Settlement Class Member Benefits?

Settlement Class Members must submit an Approved Claim in order to receive Settlement Class Member Benefits. Visit «WEBSITE» to submit a claim online or to download a full Claim Form to complete and return by mail.

Claim Forms must be submitted online by **«DEADLINE DATE»**. Claim Forms submitted by mail must be postmarked no later than **«DEADLINE DATE»**.

Completed Claim Forms along with supporting documentation, if required, must be mailed to the Settlement Administrator at the following address:

S.V.D.P. Data Incident Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

13. Can I request a Claim Form?

Yes. You can contact the Settlement Administrator and ask to have a Claim Form mailed to you.

S.V.D.P. Data Incident Settlement
Attn: Claim Form Request,
1650 Arch Street Suite 2210
Philadelphia, PA 19103
«Email Address» ● 1-XXX-XXX-XXXX

14. What happens if my contact information changes after I submit a Claim Form?

It is your responsibility to notify the Settlement Administrator of any changes to your contact information after you submit a Claim Form. Please include your Notice ID or Claim Number (if you submitted your claim online) with your written request to the Settlement Administrator.

S.V.D.P. Data Incident Settlement
Attn: Claim Update
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
«Email Address»

15. When and how will I receive the Settlement Class Member Benefits?

If you submit an Approved Claim for Credit Monitoring, the Settlement Administrator will send you an email with instructions on how to activate those services after the Settlement is approved and becomes Final. The email will be sent to the email address that you provided on your Claim Form.

Cash Payments will also be issued by the Settlement Administrator only after the Settlement is approved and becomes Final. Payments will be issued via the payment method you selected on your Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your contact information or payment instructions after the submission of your Claim Form.

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement Benefits can be issued. Please be patient and check «WEBSITE» for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Laura Van Note of Cole & Van Note and Carly M. Roman of Strauss Borrelli PLLC as Class Counsel to represent Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you.

Laura Van Note **COLE & VAN NOTE** 555 12th Street, Suite 2100 Oakland, CA 94607	Carly M. Roman **STRAUSS BORRELLI PLLC** 980 N. Michigan Chicago, IL 60611

17. How will Class Counsel be paid?

Class Counsel shall submit a request to the Court for payment of Attorneys' Fees in the amount of $666,600.00, or 1/3 of the Total Economic Benefit (*e.g.*, the $1.5 million Settlement Fund plus $500,000.00 in business practice commitment costs

equals the $2 million Total Economic Benefit to the Settlement Class) under this Settlement and reimbursement of Expenses incurred in prosecuting and settling the Action not to exceed twenty-five thousand United States Dollars ($25,000.00).

Class Counsel will also request a Service Award for Class Representatives in the amount not to exceed $3,000.00 each. For purposes of the Settlement, Plaintiffs Ernest Orrantia, Florencio Ramos, Gilberto Neria, Julia Porter, and Sarah May McFadden have been appointed by the Court as Class Representatives.

The Court may award less than these amounts. Class Counsel's request for Attorneys' Fees, Expenses and Service Awards must be filed with the Court at least forty-five (45) days before the date of the Final Approval Hearing and will posted on the Important Documents page of the Settlement Website, «WEBSITE», when available.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

18. How do I get out of the Settlement?

Settlement Class Members who wish to opt-out of the Settlement must submit a written opt-out request to the Settlement Administrator. Opt-out requests may be submitted online at «WEBSITE» no later than «DEADLINE DATE».

Opt-out requests submitted by mail must be postmarked no later than «DEADLINE DATE» and sent to:

S.V.D.P. Data Incident Settlement
Attn: Exclusion Requests
P.O. Box 58220
Philadelphia, PA 19102

The written request to opt-out must:

i. Identify the case name of the Action (*Orrantia v. S.V.D.P. Management, Inc.*, Case No. 25CU048774C);
ii. Identify the name and address of the individual seeking to opt-out of the Settlement;
iii. Be personally signed by the individual seeking to opt-out;
iv. Include a statement clearly indicating the individual's intent to opt-out of the Settlement; and
v. Request exclusion only for that one individual whose personal signature appears on the request.

Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid.

Any individual who submits a valid and timely request to opt-out in the manner described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement.

Any individual who does not submit a valid and timely request to opt-out in the manner described herein shall be deemed to be a Settlement Class Member upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

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

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

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

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

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

Any Settlement Class Member who wishes to object to the Settlement may submit a written objection to the Settlement Administrator via mail before «DEADLINE DATE» at the address below:

S.V.D.P. Data Incident Settlement
Attn: Objections
P.O. Box 58220
Philadelphia, PA 19102

The written objection must include:

(i) The case name and number of the Action;
(ii) The name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
(iii) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
(iv) A statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the three years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;
(v) A statement of the specific grounds for the objection; and
(vi) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

If an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

Class Counsel and/or S.V.D.P.'s Counsel may conduct limited discovery on any objector or objector's counsel.

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

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, you do not exclude yourself or "opt-out" of the Settlement). Excluding yourself is telling the Court you do not want to be part of the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

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

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

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to approve the Settlement and enter a Final Approval Order and Judgment. The Court will also consider Class Counsel's request for Attorneys' Fees, Expenses, and Service Awards, and any objections that are timely and properly submitted. The Court will also listen to people who have asked to speak at the hearing.

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection (*See* FAQ 21), the Court will consider it, and you do not have to come to Court to talk about it.

25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate your intent to do so in your written objection (*See* FAQ 21). Your objection must state that it is your intention to appear at the Final Approval Hearing and must indicate if your attorney intends to appear and speak on your behalf at the hearing.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please review the Settlement Agreement available at «WEBSITE». You may also contact the Settlement Administrator by mail or email with any questions you may have.

Mail: S.V.D.P. Data Incident Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: «Email Address»

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

EXHIBIT C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you are a resident of the United States who was potentially impacted by the July 2025 Data Incident affecting S.V.D.P. Management Inc.'s network, you may be eligible to receive a Cash Payment and Credit Monitoring from a class action settlement.

The San Diego County Superior Court authorized this Notice.

A proposed Settlement has been reached in the class action lawsuit ***Orrantia v. S.V.D.P. Management, Inc.,*** Case No. 25CU048774C, pending in the San Diego County Superior Court. If the Settlement is granted final approval by the Court, it will resolve the legal claims arising from the Data Incident involving S.V.D.P. Management Inc. ("S.V.D.P.").

The Court authorized this Notice to inform you of a proposed class action Settlement. You have the right to understand the terms of the Settlement, as well as your rights and options, before the Court decides whether to grant final approval.

The Settlement includes: All residents of the United States who were potentially impacted by the Data Incident, including all who were sent a notice of the Data Incident. The Data Incident refers to the suspicious activity on its network that S.V.D.P. detected and responded to on or around July 29, 2025. California Subclass Members include Settlement Class Members who were a resident of the State of California at any time between September 26, 2024, to October 12, 2024.

Settlement Benefits. A $1.5 million Settlement Fund will be created to pay for (i) Administration and Notice Costs; (ii) Service Awards approved by the Court; (iii) Attorneys' Fees approved by the Court; (iv) Expenses approved by the Court; and (v) all Approved Claims for Settlement Benefits, which include (a) Credit Monitoring; (b) Reimbursement for Out-of-Pocket Expenses (up to $5,000); (c) Pro Rata Payment (estimated $50); and (d) CCPA/CMIA Payment of $150 for California Subclass Members. Visit WEBSITE for a complete information about the Settlement Benefits, potential *pro rata* payment adjustment, and business practices commitments agreed to by Defendant (valued at $500,000).

How To Get Benefits: Settlement Class Members must submit a Claim Form to receive Settlement Benefits. Visit WEBSITE to submit a Claim Form online or download the full Claim Form to complete and return by mail. Claim Forms must be submitted online by **DATE**. Claim Forms submitted by mail must be received or postmarked no later than **DATE**.

Your Other Options: If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DATE**. If you do not exclude yourself, you will release any claims you may have against Defendant and the Released Parties related to the legal claims resolved by the Settlement. If you do not exclude yourself, you may **object** to the Settlement and/or Class Counsel's Attorneys' Fees, Costs, and Service Awards by **DATE**. Please review the Long Form Notice available at WEBSITE for complete details on how to exclude yourself from or object to the Settlement.

The Lawyers Representing You. The Court has appointed Laura Van Note of Cole & Van Note and Carly M. Roman of Strauss Borrelli PLLC as Class Counsel to represent Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you. Class Counsel shall apply to the Court for an award of Attorneys' Fees of $666,600, Expenses in the amount of $25,000 and Service Awards not to exceed $3,000 for each of the Class Representatives. The Court may award less than these amounts.

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

THIS NOTICE IS ONLY A SUMMARY.
For complete information about the Settlement, please visit WEBSITE,
call toll-free 1-XXX-XXX-XXXX or scan the QR code:



EXHIBIT D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Orrantia v. S.V.D.P. Management, Inc.
Case No. 25CU048774
San Diego County Superior Court

You may be eligible to receive a Cash Payment and Credit Monitoring from a class action settlement.

Your rights may be affected. Please read this Notice carefully.

For complete information on how to (a) Submit a Claim Form, (b) Opt-Out of the Settlement, or (c) Object to the Settlement, please visit WEBSITE, call toll-free 1-XXX-XXX-XXXX or scan the QR code:



S.V.D.P. Data Incident Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»
Postal Service: Please do not mark barcode

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

NOTICE ID: «NOTICE ID»
«FIRST NAME» «LAST NAME»
«ADDRESS»
«CITY» «STATE» «ZIP»

S.V.D.P. DATA INCIDENT SETTLEMENT
PRO RATA PAYMENT & CCPA/CMIA PAYMENT CLAIM FORM
«BARCODE»

Complete and return this Claim Form to receive a Pro Rata Payment. Settlement Class Members who were California residents at any time from September 26, 2024, through October 12, 2024, may also elect to receive the CCPA/CMIA Payment. To claim reimbursement for Out-of-Pocket Expenses and/or Credit Monitoring Services, visit WEBSITE to submit a Claim Form online or download the full Claim Form for completion and submission by mail.

Check the box(es) to indicate which benefit(s) you want to receive and Select a payment method.

☐ Pro Rata Payment (Estimated $50.00) – Subject to pro rata reduction.

☐ CCPA/CMIA Payment ($150.00) – Available to California Subclass Members only. Subject to pro rata reduction.

Select a payment method: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check

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

Visit WEBSITE to review disclosures and terms and conditions related to PayPal, Venmo, Zelle, and Virtual Prepaid Card options.

Affirmation and Signature: I swear and affirm under penalty of perjury under the laws of the United States that the information supplied in this Claim Form is true and correct to the best my knowledge or recollection and that I am a Settlement Class Member and I have not opted out of the Settlement.

Signature: _____ Printed Name: _____ Date: ___/___/____

«BARCODE»

The Court authorized this Notice to inform you of a proposed class action Settlement. You have the right to understand the terms of the Settlement, as well as your rights and options, before the Court decides whether to grant final approval.

The Settlement includes: All residents of the United States who were potentially impacted by the Data Incident, including all who were sent a notice of the Data Incident. The Data Incident refers to the suspicious activity on its network that S.V.D.P. detected and responded to on or around July 29, 2025. You have been identified as a Settlement Class Member.

Settlement Benefits. A $1.5 million Settlement Fund will be created to pay for (i) Administration and Notice Costs; (ii) Service Awards approved by the Court; (iii) Attorneys' Fees approved by the Court; (iv) Expenses approved by the Court; and (v) all Approved Claims for Settlement Benefits, which include (a) Credit Monitoring; (b) Reimbursement for Out-of-Pocket Expenses (up to $5,000); (c) Pro Rata Payment (estimated $50); and (d) CCPA/CMIA Payment of $150 for California Subclass Members. Visit WEBSITE for a complete information about the Settlement Benefits, potential *pro rata* payment adjustment, and business practices commitments agreed to by Defendant (valued at $500,000).

How To Get Benefits: Settlement Class Members must submit a Claim Form to receive Settlement Benefits. You can complete and return the attached Claim Form for the Pro Rata Payment and/or CCPA/CMIA Payment, or visit WEBSITE to submit a Claim Form online or download the full Claim Form to complete and return by mail. Claim Forms must be submitted online by **DATE**. Claim Forms submitted by mail must be received or postmarked no later than **DATE**.

Your Other Options: If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DATE**. If you do not exclude yourself, you will release any claims you may have against Defendant and the Released Parties related to the legal claims resolved by the Settlement. If you do not exclude yourself, you may **object** to the Settlement and/or Class Counsel's Attorneys' Fees, Costs, and Service Awards by **DATE**. Please review the Long Form Notice available at WEBSITE for complete details on how to exclude yourself from or object to the Settlement.

The Lawyers Representing You. The Court has appointed Laura Van Note of Cole & Van Note and Carly M. Roman of Strauss Borrelli PLLC as Class Counsel to represent Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you. Class Counsel shall apply to the Court for an award of Attorneys' Fees of $666,600, Expenses in the amount of $25,000 and Service Awards not to exceed $3,000 for each of the Class Representatives. The Court may award less than these amounts.

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

POSTAGE
REQUIRED

S.V.D.P. DATA INCIDENT SETTLEMENT
SETTLEMENT ADMINISTRATOR
1650 ARCH STREET
SUITE 2210
PHILADELPHIA PA 19103