

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK**

**ANGIE BOUDREAU and BARBARA  
WILLIAMS, on behalf of themselves  
and all others similarly situated,**

**Plaintiffs,**

**v.**

**SYSTEMS EAST, INC.,**

**Defendant.**

Lead Case No. 5:23-cv-01498-DNH-ML

**SETTLEMENT AGREEMENT**

This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”), dated July 17, 2024, is made and entered into by and among the following Settling Parties (as defined below): (i) Angie Boudreaux and Barbara Williams (“Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel of record: Wolf Haldenstein Adler Freeman & Herz LLP; Clayeo C. Arnold, A Professional Law Corp.; and Siri & Glimstad LLP (“Plaintiffs’ Counsel”); and (ii) Systems East, Inc. (“Defendant” or “Systems East”), by and through its counsel of record, Mullen Coughlin LLC. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties (as defined below) to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

**I. THE LITIGATION**

Systems East, a provider of e-payment and online payment processing solutions, including the Xpress-pay platform, experienced a cybersecurity incident in August 2023 which involved potential access by cybercriminals to information within a database containing payment card information for 209,328 individuals (the “Security Incident,” as further defined below). On

November 16, 2023, Defendant notified members of the Settlement Class, as defined below, about the Security Incident, including that their payment card information (“PII”) may have been exposed to cybercriminals.

On November 29, 2023, Plaintiff Boudreaux, individually and on behalf of a putative class, filed an action against Systems East in the U.S. District Court for the Northern District of New York (*Boudreaux v. Systems East, Inc.*, Case No. 5:23-cv-01498-DNH-ML). On December 13, 2023, Plaintiff Williams, individually and on behalf of a putative class, filed an action against Systems East in the U.S. District Court for the Northern District of New York (*Williams v. Systems East, Inc.*, Case No. 5:23-cv-1571-DNH-ML). The *Boudreaux* and *Williams* actions were consolidated on January 5, 2024, with the above-captioned action designated by the Court as the lead case. Plaintiffs’ Consolidated Class Action Complaint was subsequently filed on January 26, 2024 (the “Consolidated Complaint”).

Plaintiffs’ Consolidated Complaint asserted five causes of action against Systems East arising out of the Security Incident: (i) negligence, (ii) negligence per se, (iii) breach of implied contract, (iv) unjust enrichment, and (v) declaratory judgment.

On April 25, 2024, the Settling Parties mediated before the Hon. Wayne R. Andersen (Ret.). Before mediating, Defendant and Plaintiffs exchanged informal discovery. As part of this discovery, Defendant produced responses to state Attorneys General describing the Security Incident and its remedial measures, a forensic investigation report, and written responses to information requests. The parties also exchanged mediation submissions. The Settling Parties reached an agreement on terms for a settlement following mediation. The Settling Parties desire to settle the Litigation and all claims arising out of or related to the allegations or subject matter of the Consolidated Complaint on the terms and conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Litigation.

Under the terms set forth below, this Settlement resolves all claims and causes of action that were or could have been asserted against Defendant and the Related Entities (as defined below) relating to the Security Incident, by and on behalf of Plaintiffs and Settlement Class Members (as defined below), and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions of the United States of America against Defendant and the Related Entities relating to the Security Incident, subject to the terms of this Agreement, and subject to preliminary and final approval by the Court.

The Parties agree and understand that neither this Settlement Agreement, nor the settlement it represents, shall be construed as an admission by Defendant of any wrongdoing whatsoever, including an admission of a violation of any statute or law or of liability on the claims or allegations in the Litigation or any other similar claims in other proceedings, or that any such claims would be suitable for class treatment.

## **II. PLAINTIFFS' CLAIMS AND THE BENEFIT OF SETTLING**

Representative Plaintiffs believe the claims asserted in the Litigation (as defined below), as set forth in the Consolidated Complaint, have merit. Plaintiffs and Proposed Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Systems East through motion practice, trial, and potential appeals. They have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are experienced in class action litigation and are very knowledgeable regarding the relevant claims and remedies generally at issue in such litigation, as well as issues related to privacy that are specific to this type of litigation. They have determined that the settlement set forth herein, which provides compensation for those individuals who allegedly suffered the consequences of the

Security Incident, is fair, reasonable, and adequate, and in the best interests of the Representative Plaintiffs and the Settlement Class.

### **III. DENIAL OF WRONGDOING AND LIABILITY**

Systems East denies all of the contentions and claims alleged against it in the Litigation, and all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Systems East specifically denies that Representative Plaintiffs and the Settlement Class Members are entitled to any form of relief from Systems East. Systems East further asserts that neither the Representative Plaintiffs nor the Settlement Class Members have suffered harm as a result of the Security Incident, and that the complications of managing a potential trial in this matter would preclude class certification in the absence of settlement. Nonetheless, without making any admission of wrongdoing whatsoever, Systems East has concluded that further conduct of the Litigation would be protracted and expensive. Systems East has also considered the uncertainty and risks inherent in any litigation. Based on the foregoing, Systems East has determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

### **IV. SETTLEMENT TERMS**

**NOW, THEREFORE**, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is hereby agreed by and among Representative Plaintiffs, individually and on behalf of the Settlement Class Members, and Systems East that, subject to the approval of the Court, the Litigation and the Released Claims (as defined below) be forever resolved, settled, compromised, and the Litigation shall be dismissed with prejudice as to the Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the following terms and conditions:

**1. Definitions**

As used in the Settlement Agreement and in the related documents attached hereto as exhibits, the following terms have the meanings specified below:

1.1. “Agreement” or “Settlement” or “Settlement Agreement” means this agreement, and the terms may be used interchangeably.

1.2. “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.

1.3. “Claims Administration” means the processing and payment of Settlement Claims received from Settlement Class Members by the Claims Administrator.

1.4. “Claims Administrator” means Angeion Group, a company experienced in administering class action claims generally and specifically those of the type provided for and made in litigation involving data security incidents, subject to approval by the Court.

1.5. “Claims Deadline” means the postmark deadline for valid claims pursuant to ¶ 2.5., which shall be 60 days after the Class Notice Date.

1.6. “Claim Form” means the form that the Settlement Class Members must complete and submit on or before the Claims Deadline in order to be eligible for the benefits described herein. The Claim Form shall require a sworn signature or electronic verification as set forth in paragraph 2.5.1 below, but shall not require notarization. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.7. “Class Notice Date” means thirty (30) days after entry by the Court of the Preliminary Approval Order.

1.8. “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration, including the costs of Notice.

1.9. “Court” means the United States District Court for the Northern District of New York.

1.10. “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.11. “Effective Date” means the first date by which all of the events and conditions specified in ¶ 9.1 herein have occurred and been met.

1.12. “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fees award or service awards made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.13. “Judgment” means a Final Approval Order and Judgment rendered by the Court and in a form substantially similar to the one attached hereto as **Exhibit E**. “Judgment” and “Final Approval Order and Judgment” may be used interchangeably.

1.14. “Litigation” means *Angie Boudreaux, et al. v. Systems East, Inc.*, Lead Case No. 5:23-cv-01498-DNH-ML, pending in the United States District Court for the Northern District of New York.

1.15. “Notice” means the written notice to be sent to or made available to the Settlement Class Members pursuant to the Preliminary Approval Order, including the Short Form Notice and the Long Form Notice.

1.16. “Notice Program” means the Claim notice program as explained in ¶ 3.2 herein.

1.17. “Objection Date” means the date by which objections to the settlement from Settlement Class Members must be filed with the Clerk of Court in order to be effective and timely and shall be sixty (60) days from the Class Notice Date.

1.18. “Opt-Out Date” means the date by which requests for exclusion from settlement must be postmarked in order to be effective and timely and shall be sixty (60) days after the Class Notice Date.

1.19. “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.20. “Preliminary Approval Order” means the proposed order preliminarily approving the settlement and directing mailed notice to the Settlement Class of the pendency of the Litigation and of the settlement. The Preliminary Approval Order template is attached as **Exhibit D** to this Settlement Agreement.

1.21. “Plaintiffs’ Counsel” and “Proposed Class Counsel” mean: Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP; M. Anderson Berry of Clayco C. Arnold, A Professional Law Corp.; and Mason A. Barney of Siri & Glimstad LLP.

1.22. “Related Entities” means Systems East’s past or present parent companies, subsidiaries, divisions, related or affiliated individuals and entities, divisions, successors, predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint ventures, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals,

investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnities, insurers, and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them, other than any individual who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads nolo contendere to any such charge.

1.23. “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45, *et seq.*, and all similar statutes in effect in any states in the United States; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against Defendant or any of the Related Entities based on, relating to, concerning or arising out of the Security Incident. Released Claims shall not include the right of any Settlement Class Member, Class Counsel, Defendant or any of the Related Entities to enforce



the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.24. “Representative Plaintiffs” means Angie Boudreaux and Barbara Williams.

1.25. “Security Incident” means the cybersecurity incident that occurred on or around August 25, 2023 and that Systems East announced on or around November 16, 2023, involving unauthorized access to data on Defendant’s computer network including the theft of an encrypted database that contained the names and certain payment card information of approximately 209,328 Settlement Class Members.

1.26. “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.27. “Settlement Class” means all individuals to whom Systems East sent notice of the Security Incident. Excluded from the Settlement Class are: (1) the Judge and Magistrate Judge presiding over the Litigation, any members of the Judges’ respective staffs, and immediate members of the Judges’ respective families; (2) officers, directors, members and shareholders of Defendant; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Security Incident or who pleads nolo contendere to any such charge. Defendant represents that the Settlement Class contains approximately 209,328 individuals.

1.28. “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.29. “Settlement Website” means the website described in ¶ 3.2.3.

1.30. “Settling Parties” means, collectively, Systems East and Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.31. “Short Notice” or “Short Form Notice” means the content of the mailed notice to the proposed Settlement Class Members, substantially in the form as shown in **Exhibit B** attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, expenses and service awards, and the date of the Final Fairness Hearing (as defined below in ¶ 3.6).

1.32. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including any Representative Plaintiff, does not know or suspect to exist as of the date of the entry of the Preliminary Approval Order that, if known by any of them, might have affected their settlement with, and release of, Defendant and the Related Entities, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived 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, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.

Settlement Class Members, including Representative Plaintiff, and any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.33. “United States” as used in this Settlement Agreement includes the District of Columbia and all territories of the United States.

## **2. SETTLEMENT BENEFITS**

### **2.1. Settlement Fund.**

2.1.1. The Settling Parties agree to payment by or on behalf of Defendant of a non-reversionary common fund in the amount of \$1,000,000.00, including any interest accrued thereon after payment, which shall constitute the full and complete limit and extent of Defendant’s obligations with respect to the Settlement (“Settlement Fund”).

2.1.2. Within fourteen (14) days of the Court granting preliminary approval of this Agreement, Defendant shall pay to the Claims Administrator the estimated costs associated with notifying the Settlement Class Members;

2.1.3. Within thirty (30) days of the Effective Date, Defendant shall pay the remainder of the Settlement Fund (i.e., the Settlement Fund less the amount already paid under 2.1.2). As set forth below, the amount paid by Defendant under this section 2.1.3 will be used to pay for: (1) reimbursement for Out-of-Pocket Losses; (2) pro rata cash payments; (3) any

additional notice and administration costs; (4) service award payments approved by the Court; and (5) attorneys' fees and expenses awarded by the Court.

2.1.4. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant's liability shall not exceed \$1,000,000.00.

2.2. Pro Rata Increase or Decrease of Claims. Approved Claims for Alternative Cash Payments will be increased *pro rata* to consume the remaining amount of the Settlement Fund after payment of (a) Approved Claims for Out-of-Pocket Losses, (b) notice and administration costs, (c) service award payments approved by the Court, and (d) attorneys' fees and expenses awarded by the Court. Approved Claims for Out-of-Pocket Losses and Alternative Cash Payments will be decreased *pro rata* in the event there are insufficient funds to pay all Approved Claims after payment of (a) notice and administration costs, (b) service award payments approved by the Court, and (c) attorneys' fees and expenses awarded by the Court.

2.3. Reimbursement for Out-of-Pocket Losses. All Settlement Class members may submit a claim for Out-of-Pocket Losses up to \$8,000.00 per individual. The Settlement Fund will be used to pay valid and timely-submitted claims for each of the following categories: "Out-of-Pocket Losses" include unreimbursed costs or expenditures incurred by a Settlement Class Member in responding to notice of the Security Incident that were incurred between August 25, 2023 and the Claims Deadline, as a result of the Security Incident. They may include, without limitation, the following: (1) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class Member's personal information; (2) costs associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; (4) credit monitoring or other mitigative costs.

2.3.1. Settlement Class Members who elect to submit a claim for reimbursement of Out-of-Pocket Losses must provide to the Claims Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting their claim; and (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents, such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation. Out-of-Pocket Losses will be deemed "fairly traceable" if the timing of the loss occurred on or after August 25, 2023.

2.3.2. Settlement Class Members who submit an Approved Claim for Out-of-Pocket Losses will receive the greater of their Out-of-Pocket Losses or an Alternative Cash Payment after any *pro rata* adjustment.

2.4. Alternative Cash Payment. Settlement Class Members may, in lieu of making a claim for reimbursement of Out-of-Pocket Losses with documentation, elect to receive a cash payment in the amount of \$75.00, subject to *pro rata* decrease or increase pursuant to ¶ 2.2.

2.5. The Claim Form.

2.5.1. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct to the best of his or her knowledge and belief. Notarization shall not be required. The Settlement Class Member must reasonably attest that the Out-of-Pocket Losses claimed were both actually incurred and plausibly arose from the Security Incident. Failure to provide supporting attestation and documentation for Out-of-Pocket Loss claims as requested on the Claim Form and required under ¶ 2.3.1 shall result in denial of the

claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.7.

2.5.2. Nothing in this Settlement Agreement shall be construed to provide for a double payment for the same loss or injury that was reimbursed or compensated by any other source.

2.5.3. To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline.

2.5.4. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of this Settlement Agreement.

2.5.5. Settlement Class Members who submit a Claim Form must designate the method for payment of their claim on the Claim Form, which will include the receipt of payment via check by mail, or via PayPal, Zelle, Venmo, or such other electronic payment platform deemed efficient and appropriate by the Claims Administrator. Claim Forms failing to clearly make a single designation will receive a check by mail to the last known address on file with the Claims Administrator. In the event an electronic payment platform returns a payment to the Claims Administrator, no later than fourteen (14) days after being notified of the return of such payment, the Claims Administrator will mail a check to the Settlement Class Member's last known address on file with the Claims Administrator.

2.6. Information Security Improvements. Prior to the filing of a motion for preliminary approval, Defendant has agreed to provide a confidential declaration to Class Counsel indicating data security-related measures that it has implemented or will be implementing. Costs associated with these information security improvements will be paid by Defendant separate and apart from other settlement benefits.

2.7. Dispute Resolution for Claims.

2.7.1. The Claims Administrator will determine whether: (1) the claimant is a Settlement Class Member based on information to be provided to the Claims Administrator by Defendant's counsel; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to support the claimant's Settlement Class membership and the expenses described in ¶ 2.3; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Security Incident (collectively, "Facially Valid"). The Claims Administrator may, at any time, request from the claimant, in writing, additional information ("Claim Supplementation") as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

2.7.2. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the 30-day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than six months from the

Effective Date. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.7.3. Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator shall reject the claim without any further action.

2.7.4. Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final determination.

2.7.5. The Claims Administrator shall provide the Settling Parties' counsel with a summary of Facially Valid Claims on a monthly basis, stating the types of claims, the total approved claim amounts by claim type, and a description of the support provided for claims for reimbursement for Out-of-Pocket Losses. Within fifteen (15) days after receiving such summary, one or more of the Settling Parties may object to any claim and instruct the Claims Administrator to withhold approval of said Facially Valid Claim so that the objecting party may seek review of said claim by a third-party Settlement Referee agreed upon by the Parties or appointed by the Court if no such agreement is reached.

2.8. Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this



Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

2.9. Confidentiality of Information Submitted by Settlement Class Members.

Information submitted by Settlement Class Members pursuant to this Settlement Agreement shall be deemed confidential and protected as such by Systems East and the Claims Administrator.

3. **ORDER OF PRELIMINARY APPROVAL AND PUBLISHING OF NOTICE OF FINAL FAIRNESS HEARING**

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall submit this Settlement Agreement to the Court as part of an unopposed motion for preliminary approval of the Settlement Agreement. The motion for preliminary approval shall request entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D** or an order substantially similar, requesting, *inter alia*:

- a) conditional certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.8;
- b) preliminary approval of this Settlement Agreement as set forth herein;
- c) the scheduling of a Final Fairness Hearing and briefing schedule for a Motion for Final Approval and for a Motion for Attorneys' Fees and Expenses and Service Awards;
- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Representative Plaintiffs as Class Representatives;

- f) approval of a customary form of short notice to be mailed to Settlement Class Members (“Short Form Notice”) in a form substantially similar to the one attached hereto as **Exhibit B** and a customary long form notice (“Long Form Notice”) in a form substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the Parties’ respective litigation positions, the general terms of the settlement set forth in this Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;
- g) appointment of a Claims Administrator; and
- h) approval of a Claim Form substantially similar to that attached hereto as **Exhibit A**.

The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

3.2. The Notice Program. Within 7 days of an order directing class notice, Defendant will provide to the Claims Administrator a class list that includes Settlement Class Members’ full names, last known addresses, last known email addresses, and last known phone numbers, where known and/or as reflected in Systems East’s records. Notice shall be provided to Settlement Class Members in accordance with the Notice Program set forth below at ¶ 3.2.1. The Notice Program shall be subject to approval by the Court as meeting constitutional due process requirements. Prior to the Final Fairness Hearing, Proposed Class Counsel and/or Systems East’s counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with the Notice Program.

3.2.1. Short Form Notice. On or before the Class Notice Date, the Claims Administrator shall mail the Short Form Notice, substantially in the form of **Exhibit B** hereto. The Claims Administrator shall mail a copy of the Short Form Notice via United States Postal Services (“USPS”) first class mail to all Settlement Class Members for whom Systems East can ascertain a mailing address from its records with reasonable effort. For Settlement Class Members for whom

Systems East is not able to ascertain a mailing address from its records with reasonable effort, the Claims Administrator shall use reasonable efforts to identify a mailing address and mail a copy of the Short Form Notice to such address. For any Short Form Notices that are returned undeliverable, the Claims Administrator shall use reasonable efforts to identify updated mailing addresses and resend the Short Form Notice to the extent updated addresses are identified. The Claims Administrator need make only one attempt to resend any Short Form Notices that are returned as undeliverable.

3.2.2. Long Form Notice. On or before the Class Notice Date, the Claims Administrator shall post the Long Form Notice on the Settlement Website in the form agreed to by the Parties and approved by the Court.

3.2.3. Settlement Website. As soon as practicable following entry of the Preliminary Approval Order, but prior to the Class Notice Date, the Claims Administrator shall establish a dedicated Settlement Website and shall maintain and update the website throughout the Claims Period, and shall post on the website the Long Form Notice and Claim Form approved by the Court, as well as this Settlement Agreement, the Motion for Final Approval of Class Action Settlement, the Motion for Attorneys' Fees and Expenses and Service Awards, the Preliminary Approval Order, and the Final Approval Order and Judgment. The URL of the Settlement Website shall be agreed upon by Class Counsel and Defendant. The Settlement Website shall remain operational until at least five (5) business days after the last payment or credit under this settlement is terminated.

3.2.4. Toll-Free Help Line. From the Class Notice Date and thereafter until at least five (5) Business Days after the last payment under this settlement is made or the settlement is terminated, the Claims Administrator shall establish and maintain a toll-free help line for Settlement Class Members to call with settlement-related inquiries, with the option to leave a

message and request a call back, with such calls being returned within twenty-four (24) hours, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries. The Claims Administrator will also provide copies of the forms of the Long Form Notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.

3.3. The Long Form Notice, Short Form Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties as may be reasonable and not inconsistent with such approval.

3.4. Counsel for Representative Plaintiffs shall coordinate and fund notice to state Attorneys General or others as required by 28 U.S.C. § 1715(b) which shall occur within ten (10) days of the filing of the Motion for Preliminary Approval.

3.5. The Notice Program shall commence by the Class Notice Date and shall be completed within sixty (60) days after entry of the Preliminary Approval Order.

3.6. Proposed Class Counsel and Systems East's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

#### **4. OPT-OUT PROCEDURES**

4.1. Each Person wishing to exclude themselves from the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Persons wishing to opt out of the Settlement Class will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked by the Opt-Out Date. All opt-out requests sent to anyone other than the Claims Administrator, including requests previously

sent to Proposed Class Counsel and/or Systems East's counsel, are ineffectual and shall be deemed null and void.

4.2. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and Systems East's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List"). No later than 10 days prior to the Final Fairness Hearing, Class Counsel shall file this Opt-Out List with the Court for purposes of being attached to the Judgment to be entered upon final approval.

## **5. OBJECTION PROCEDURES**

5.1. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the name or caption of this Litigation; (ii) the objector's full name, address, telephone number, and e-mail address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a statement identifying all class action settlements objected to by the objector, and the objector's attorney, if applicable, in the previous 5 years; and (viii) the objector's signature and

the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation), if any. To be timely, written notice of an objection in the appropriate form must be: (a) electronically filed by the Objection Date; or (b) mailed first-class postage prepaid to the Clerk of Court for the United States District Court for the Northern District of New York and postmarked by no later than the Objection Date. Objections must also be served concurrently with their filing or mailing upon Proposed Class Counsel and counsel for Systems East either via the Court's electronic filing system (if filed electronically) or via U.S. mail (if mailed to the Clerk of Court).

5.2. Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

5.3. The Parties will have the same right to seek discovery from any objecting Settlement Class Member as they would if the objector was a party in the Litigation, including the right to take the objector's deposition. Such discovery will be conducted on an expedited basis, and the objecting Settlement Class Member is required to respond to any written discovery within fourteen (14) days and must appear for deposition within fourteen (14) days after a deposition is noticed.

**6. RELEASE**

6.1. Upon the Effective Date, each Settlement Class Member, including Representative Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged Systems East and the Related Entities from all Released Claims.

**7. PROPOSED CLASS COUNSEL'S ATTORNEYS' FEES AND EXPENSES; SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS**

7.1. The Settling Parties did not discuss the payment of attorneys' fees and litigation expenses and/or service awards to Representative Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that the Settlement Fund would be used to pay reasonable attorneys' fees and litigation expenses and service awards to Representative Plaintiffs as may be agreed to by Systems East and Proposed Class Counsel and/or as ordered by the Court, or, in the event of no agreement, then as ordered by the Court. Systems East and Proposed Class Counsel have agreed to the following:

7.2. Defendant agrees not to oppose an application by Plaintiffs' counsel for an award of attorneys' fees not to exceed one third (1/3) of the Settlement Fund in an amount not to exceed \$333,333.33 and litigation costs and expenses in an amount not to exceed \$15,000.00, subject to Court approval. The Claims Administrator shall, from the Settlement Fund, pay the attorneys' fees and expenses award approved by the Court up to the agreed maximum.

7.3. The Representative Plaintiffs shall seek leave for, and the Claims Administrator shall, from the Settlement Fund, pay service awards to each of Representative Plaintiffs not to exceed \$2,000.00, subject to Court approval. These service awards shall be separate and apart from any other sums agreed under this Settlement Agreement and the request for service awards is not a condition to the Representative Plaintiffs' approval of this settlement.

7.4. The Claims Administrator shall, from the Settlement Fund, pay the Court-approved amount of attorneys' fees and expenses to Proposed Class Counsel and the Court-approved service awards to Representative Plaintiffs within forty (40) days after the Effective Date. Proposed Class Counsel shall provide payment instructions and completed W-9 Forms prior to the deadline for these payments. Neither Class Counsel nor counsel for Systems East intend anything contained herein to constitute legal advice concerning the tax consequences of any amount paid hereunder nor shall it be relied on as such.

7.5. If this Settlement Agreement is terminated or otherwise does not become Final (e.g., disapproval by the Court or any appellate court), Systems East shall have no obligation to pay attorneys' fees and litigation costs or expenses or service awards and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

7.6. The amount(s) of any award of attorneys' fees and expenses and the service awards are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees and expenses and/or any service awards ordered by the Court to Proposed Class Counsel or Representative Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

## **8. ADMINISTRATION OF CLAIMS**

8.1. The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. Proposed Class Counsel and Systems East shall be given reports as to both claims and distribution and have the right to review and obtain supporting



documentation and challenge any such claim if they believe it to be inaccurate or inadequate. The Claims Administrator's final determination of the validity or invalidity of any claims shall be binding, subject to the dispute resolution process set forth in ¶ 2.7.

8.2. Payments for Approved Claims shall be sent to the claimants within sixty (60) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. No Approved Claims shall be paid until after the Effective Date. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court) prior to the payment of Approved Claims, Systems East shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

8.3. All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the Settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4. No Person shall have any claim against Systems East, Proposed Class Counsel, Plaintiffs, and/or Systems East's counsel based on distribution of benefits to Settlement Class Members.

8.5. The Parties, Class Counsel, and Systems East's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Claims Administrator, or any of its respective designees or agents, in connection with the Claims Administration or otherwise; or (ii) the determination, rejection, administration, calculation or payment of any Claims.

**9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION**

9.1. The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Preliminary Approval Order, as described in ¶ 3.1;
- b) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- c) the Judgment has become Final, as defined in ¶ 1.13.

9.2. If all of the conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.3 unless Proposed Class Counsel and Systems East's counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3. In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation as if the Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue) and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party, and (b) the terms and provisions of the Settlement Agreement shall be void and have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, including but not limited to ¶ 9.4, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees and litigation costs or expenses and/or the service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further,

notwithstanding any statement in this Settlement Agreement to the contrary, Systems East shall be obligated to pay amounts already billed or incurred for costs of Notice and Claims Administration and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

9.4. This Settlement Agreement may be terminated and/or cancelled by any of the Parties if (i) the Court rejects, materially modifies, materially amends, or changes, or declines to preliminarily approve or finally approve the Settlement Agreement apart from the award of attorneys' fees and expenses; (ii) an appellate court reverses the Final Approval Order and/or Judgment, and the Settlement Agreement is not reinstated and finally approved without material change by the Court on remand; or (iii) 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 Judgment, the Judgment, or the Settlement Agreement, other than the amount of attorneys' fees and expenses.

## **10. MISCELLANEOUS PROVISIONS**

10.1. The Settling Parties: (i) acknowledge that it is their intent to consummate this agreement; (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement; (iii) and agree to exercise their commercially reasonable best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2. The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith

by the Settling Parties, that it reflects a settlement that was reached voluntarily after consultation with competent legal counsel, and that for the purpose of construing or interpreting this Agreement, the Settling Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Litigation, except as set forth herein.

10.3. Neither the Settlement Agreement, nor the settlement terms contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of Defendant or any of the Related Entities; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Defendant or any of the Related Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. If this Agreement does not become effective or is cancelled, withdrawn, or terminated for any reason, the Agreement along with all related communications and documents exchanged in connection with the Agreement and mediation between the Parties shall be deemed a negotiation for settlement purposes only under Federal Rule of Procedure 408 and will not be admissible in evidence or usable for any purposes whatsoever in the Litigation or any proceedings between the Parties or in any other action related to the Released Claims or otherwise involving the Parties or any Released Person. Defendant and any of the Related Entities may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith

settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4. The terms of this Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest and approved by the Court; it is provided, however, that after entry of the Preliminary Approval Order, the Parties may by written agreement, effect such amendments or modifications of this Agreement and its implementing documents (including all Exhibits attached hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

10.5. The Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the Parties, and no representations, warranties or inducements have been made to any Party concerning the Settlement Agreement other than the representations, warranties and covenants contained and memorialized in such document. Except as otherwise provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made between Plaintiffs and Systems East.

10.6. Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7. 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.

10.8. If any of the dates or deadlines specified herein fall on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this Agreement shall refer to calendar days unless otherwise specified.

10.9. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties, through their respective counsel, shall consult with each other in good faith prior to seeking Court intervention.

10.10. Each counsel or other Person executing the Settlement Agreement on behalf of any Party hereto hereby warrants that such Person has the full authority to do so.

10.11. 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.

10.12. The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

10.13. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.14. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the state of New York, and the rights and obligations

of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the state of New York.

10.15. The Final Fairness Hearing shall be scheduled no earlier than: (i) 100 days after the notices are made in order to comply with the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(d); or (ii) 30 days after the Claims Deadline, whichever is later.

10.16. As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

10.17. All dollar amounts are in United States dollars (USD).

10.18. Cashing a settlement check (whether paper or electronic) is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks and electronic payments shall be void sixty (60) days after issuance and the checks or emails containing the links to the electronic payments shall bear the language: “This check[/payment] must be cashed[/accepted] within 60 days, after which time it is void.” If a check or electronic payment becomes void, the Settlement Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished. The same provisions shall apply to any re-issued check or electronic payment. For any checks or electronic payments that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks or electronic payments become void.

10.19. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

**AGREED TO BY:**

By: Rachele R. Byrd  
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*Proposed Class Counsel*

By:   
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*Attorneys for Defendant*



# **EXHIBIT A**

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

*Boudreaux, et al. v. Systems East, Inc.,*  
Lead Case No. 5:23-cv-01498-DNH-ML (N.D.N.Y.)

CRE

## CLAIM FORM

### I. GENERAL INFORMATION

This claim form should be filled out if you are an individual who received notice of a data security incident in November 2023 from Systems East, Inc. (“Systems East”), a provider of e-payment and online processing solutions, including the Xpress-pay platform. As indicated in the notice, your name and payment card information may have been exposed in connection with an August 2023 cybersecurity incident. You may get money if you fill out this claim form, if the Settlement is approved and if you are found to be eligible for a payment.

The Settlement Notice [[link to document on website](#)] describes your legal rights and options.

If you wish to submit a claim for a Settlement payment, you need to provide the information requested below.

**SUBMIT YOUR CLAIM FORM BY \_\_\_\_\_, 2024**

Online: www. \_\_\_\_\_ .com

Mail: Systems East Security Incident Settlement,  
c/o Angeion Group  
[ADDRESS. \_\_\_\_.]

### II. CLASS MEMBER NAME AND CONTACT INFORMATION

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

**Notice ID Number:** \_\_\_\_\_  
(provided on the Notice you received by email or mail)

--	--

**First Name**

**Last Name**

--

**Street Address**

--	--	--

**City**

**State**

**Zip Code**

--	--

**Email Address**

**Telephone Number**

QUESTIONS? VISIT [WWW. \\_\\_\\_\\_\\_ .COM](#) OR CALL TOLL-FREE 1-[XXX-XXX-XXXX](#)

**III. ALTERNATIVE CASH PAYMENT**

Check this box if you are submitting a claim for an Alternative Cash Payment. **Instead of** making a claim for reimbursement of Out-of-Pocket Losses with documentation, as described in Section IV below, you may elect to receive a cash payment of \$75.00, subject to upward or downward proration depending upon the total amount of valid Out-of-Pocket Loss Claims and claims for Alternative Cash Payments submitted. **Do not check this box if you are making a claim for Out-of-Pocket Losses with documentation described below in Section IV.**

**IV. OUT-OF-POCKET LOSSES REIMBURSEMENT**

Check this box if you are submitting a claim for reimbursement of Out-of-Pocket losses, which are: (1) the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your personal information; (2) costs associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; (4) credit monitoring or other mitigative costs. As described in the Settlement Agreement, this amount may be adjusted on a *pro rata* basis based on the total amount of Out-of-Pocket Loss Claims and claims for Alternative Cash Payments made by all claimants combined. **Do not check this box if you are submitting a claim for the Alternative Cash Payment described above in Section III.**

Allowable Out-of-Pocket Losses are detailed in the Settlement Agreement, available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com). To receive up to **\$8,000.00** in reimbursement of Out-of-Pocket Losses caused by, or expenses incurred as a result of, the Ssecurity Incident, please provide the following information:

Amount Requested: \$ \_\_\_\_\_.

Please briefly describe the out-of-pocket expenses and how they relate to the Security Incident:

Description of Expense	Amount
<i>Example: Receipt for credit repair services</i>	<i>\$100</i>

**Required: A copy of a bank or credit card statement or other proof of claimed fees or charges (you may redact unrelated transactions and all but the last four digits of any account number).** Documentary proof **MUST** be submitted to support your exact claim amount. “Self-prepared” documents are, by themselves, insufficient.

**V. PAYMENT SELECTION**

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

**PayPal** - Enter your PayPal email address: \_\_\_\_\_

**Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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

Mobile Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ or Email Address: \_\_\_\_\_

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

**VI. SIGNATURE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## **EXHIBIT B**

**Notice of Proposed Settlement of Systems East Class Action**

**You may be eligible for a cash payment in a class action settlement if Systems East, Inc. (“Systems East”) sent you notice of a data security incident on or around November 16, 2023.**

**What is this about?** A settlement has been reached in a class action lawsuit about a data security incident that occurred on or about August 25, 2023, which potentially exposed personally identifiable information (“PII”) including names and limited payment card information of persons who used Systems East’s platforms (including Xpress Pay) to make payments for goods or services to other vendors or providers online (the “Security Incident”). Plaintiffs allege that Systems East should be liable for the Security Incident because Systems East should have taken greater care to protect PII from potential exposure. Systems East denies these claims and denies any wrongdoing.

**Systems East’s records show you are a member of the Settlement Class.** If the Court approves the settlement, individuals to whom Systems East sent notice of the Security Incident may submit a claim for cash benefits, including either: (i) a cash payment of \$75.00 (the “Alternative Cash Payment”); or (ii) reimbursement of up to \$8,000.00 for unreimbursed out-of-pocket losses fairly traceable to the Security Incident (instead of the \$75.00 cash payment). The cash amount actually rewarded may be prorated depending on the total value of claims made by all Settlement Class Members.

**What are the benefits?** The settlement provides the following benefits:

- **Alternative Cash Payment:** A \$75.00 cash payment to all claimants who elect this option. If you elect the \$75.00 payment, you do not need to submit any other documentation with your claim form, but you will be unable to claim Out-of-Pocket Losses. This \$75.00 cash payment amount may be prorated depending on the total value of claims made by all Settlement Class Members.
- **Documented Out-of-Pocket Losses Reimbursement:** Up to \$8,000.00 for documented out-of-pocket losses or expenses. If you choose this option, you will not be eligible for the Alternative Cash Payment. This amount may be prorated depending on the total value of claims made by all Settlement Class Members.
- **Information Security Improvements:** Systems East has made various enhancements to its security system to provide additional protections for users’ data.

You must file a Claim Form to receive a cash payment. You can file a claim online or download a Claim Form at [www.SettlementURL.com](http://www.SettlementURL.com) and mail it in, or you may call X-XXX-XXX-XXXX and ask that a Claim Form be mailed to you. The claim deadline is **Month 00, 2024**. You must use the following Notice ID and Confirmation Code to file a Claim Form to verify your identity as a member of the Settlement Class:

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

**Other Options.** If you do not want to be legally bound by the settlement, you must exclude yourself by **Month 00, 2024**. If you stay in the settlement, you may object to it by **Month 00,**

**2024.** A more detailed notice is available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) to explain how to exclude yourself or object, or you may also call 1-\_\_\_\_\_ to request a copy of the more detailed notice.

On **Month 00, 2024, at 00:00 .m.** the Court will hold a Final Fairness Hearing on whether to approve the settlement, Class Counsel's request for attorneys' fees of \$333,333.33 and reimbursement of costs and expenses of up to \$15,000.00, and service awards of up to \$2,000.00 for each of the Representative Plaintiffs. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to.

***This is only a summary.*** For detailed information visit [www.SettlementURL.com](http://www.SettlementURL.com) or call **1-000-000-0000**. You may contact the Claims Administrator at Systems East Settlement, c/o Angeion Group, **P.O. Box 0000, City, State, Zip.**

# **EXHIBIT C**



**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK**

*Boudreaux, et al. v. Systems East, Inc., Lead Case No. 5:23-cv-01498-DNH-ML*

**If Systems East, Inc. sent you a notice of a data security incident on or around November 16, 2023, you may be eligible for a cash payment in a class action settlement.**

*A court authorized this notice. This is not a solicitation from a lawyer.*

- A settlement has been reached in a consolidated class action lawsuit against Systems East, Inc. (“Systems East”) about a data security incident that occurred on August 25, 2023, which potentially exposed personally identifiable information (“PII”) including names and limited payment card information of persons who used Systems East’s platforms (including Xpress Pay) to make payments for goods or services to other vendors or providers online (the “Security Incident”). A lawsuit was filed against Systems East, alleging that it did not take appropriate care to protect the data that was potentially exposed. Systems East denies all of Plaintiffs’ claims in the lawsuit and maintains it did not do anything wrong and that the potential exposure of data did not cause harm to any individuals. The parties have agreed to settle the Litigation to avoid the expense and burdens of litigation.
- The settlement includes all individuals to whom Systems East sent notice of the Security Incident on or around November 16, 2023 (“Settlement Class Members”).
- The settlement allows Settlement Class Members to request either a **\$75.00** cash payment (the “Alternative Cash Payment”) **or** reimbursement of out-of-pocket losses fairly traceable to the Security Incident (up to **\$8,000.00**). The \$75.00 cash payment is approximate and is subject to *pro rata* increase or decrease, depending upon the number of valid claims filed.
- You must use the Notice ID and Confirmation Code received with your postcard notice to verify your identity as a Settlement Class Member. If for some reason you did not receive this information, but believe you are a Settlement Class Member, please call 1-**XXX-XXX-XXXX** to verify your identity and receive further information on how to file a claim.

**Your legal rights are affected even if you do nothing. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim	The only way to get a cash payment. You must submit a claim by <b>Month Day, 2024</b> .
Ask to be Excluded	Get no payment. This is the only option that allows you to sue Systems East over the claims resolved by this settlement. You must exclude yourself by <b>Month Day, 2024</b> .
Object	Write to the Court about what you do not like about the settlement. You must object by <b>Month Day, 2024</b> .
Do Nothing	Get no payment. Give up rights.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.

Questions? Call 1-**###-###-####** or visit [www.\[website URL\].com](http://www.[website URL].com).

- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will only be made after the Court grants final approval of the settlement and after any appeals are resolved.

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Questions? Call 1-###-###-### or visit [\[website URL\].com">www.\[website URL\].com](http://www.<span style=).

## BASIC INFORMATION

### 1. Why was this Notice issued?

The Court authorized this notice because you have a right to know about the proposed settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the settlement.

This matter involves a lawsuit styled *Boudreaux, et al. v. Systems East, Inc.*, in the United States District Court for the Northern District of New York, Case No. 5:23-cv-01498-DNH-ML. The persons who sued are called the Plaintiffs. Systems East is called the Defendant.

### 2. What is this lawsuit about?

The lawsuit claims that Systems East was responsible for allowing the Security Incident to occur, and asserts claims for negligence, negligence per se, breach of implied contract, unjust enrichment, and declaratory judgment. The lawsuit seeks compensation for people to whom Systems East sent notice of the Security Incident.

Systems East denies all of the Plaintiffs’ claims and maintains it did not do anything wrong and that the potential exposure of data did not cause harm to any individuals.

### 3. Why is this lawsuit a class action?

In a class action, a small number of persons are called the “Representative Plaintiffs” and sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.” In this case, the Representative Plaintiffs are Angie Boudreaux and Barbara Williams. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 4. Why is there a settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid timely claims will get compensation. The Representative Plaintiffs and their attorneys believe the settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class and its members. The settlement does NOT mean that Systems East did anything wrong.

## WHO IS IN THE SETTLEMENT?

### 5. How do I know if I am included in the settlement?

You are included in the Settlement Class if Systems East sent you notice of the Security Incident that it announced on or around November 16, 2023.

Excluded from the Settlement Class are: (1) the Judge and Magistrate Judge presiding over the Litigation, any members of the Judges’ respective staffs, and immediate members of the Judges’ respective families; (2) officers, directors, members and shareholders of Defendant; (3) persons

who timely and validly request exclusion from and/or opt-out of the Settlement Class and their successors and assigns; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Security Incident or who pleads nolo contendere to any such charge.

#### **6. What if I am not sure whether I am included in the settlement?**

If you are not sure whether you are included in the settlement, you may call 1-XXX-XXX-XXXX with questions or visit [WEBSITE]. You may also write with questions to Systems East Settlement Administrator, P.O. Box XXXX, City, State, Zip Code. Please do not contact the Court with questions.

### **THE SETTLEMENT BENEFITS**

#### **7. What does the settlement provide?**

The settlement will provide cash payments to people who submit valid and timely claims.

There are two alternative types of payments that are available to Settlement Class Members:

- (1) A cash payment of \$75.00, subject to a *pro rata* increase or decrease, depending upon the number and amount of claims filed (Question 9); or
- (2) Reimbursement of up to \$8,000.00 for out-of-pocket losses fairly traceable to the Security Incident (instead of the approximately \$75.00 cash payment) (Question 8).

You must provide proof of your Settlement Class membership when filing a claim by providing the unique Notice ID and Confirmation Code on the postcard notice you received. If for some reason you did not receive this information, but believe you are a Settlement Class Member, please call 1-XXX-XXX-XXXX to verify your identity and receive further information on how to file a claim.

If you provide a bill or payment card statement as part of required proof for any part of your claim, you may redact unrelated transactions and all but the last four digits of any account number. In order to claim each type of payment, you must provide related documentation with the Claim Form, and the expense for which you are submitting a claim cannot have been reimbursed through any other source.

In addition, as part of the settlement, Systems East has agreed to pay for, implement and continue specified information security measures. More details are provided in the Settlement Agreement, which is available at [WEBSITE].

#### **8. What payments are available for individuals who incurred out-of-pocket losses fairly traceable to the Security Incident?**

Settlement Class Members who incurred out-of-pocket losses fairly traceable to the Security Incident may make a claim for up to \$8,000.00 per Settlement Class Member. This payment is subject to *pro rata* decrease depending upon the number and amount of valid claims submitted.

Out-of-pocket losses are unreimbursed costs or expenditures incurred by a Settlement Class Member that were incurred after August 25, 2023 as result of the Security Incident, and may include, without limitation, the following:

- the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class Member's personal information;
- costs associated with accessing or freezing/unfreezing credit reports with any credit reporting agency;
- other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and
- credit monitoring or other mitigative costs.

**9. What payments are available for individuals who would prefer a cash payment in lieu of making a claim for reimbursement of out-of-pocket losses?**

Class Members may elect to receive a cash payment of \$75.00 in lieu of making a claim for reimbursement of out-of-pocket losses. This cash payment is subject to *pro rata* increase or decrease, depending upon the number and amount of valid claims submitted.

## HOW TO GET BENEFITS

**10. How do I get benefits?**

To ask for a payment you must complete and submit a Claim Form. Claim Forms are available at [WEBSITE], or you may request one be sent to you by mail by calling [PHONE #]. Read the instructions carefully, fill out the Claim Form, and submit it online at [WEBSITE] or mail it postmarked no later than **Month Day, 2024** to:

Systems East Security Incident Settlement,  
c/o Angeion Group  
PO Box XXXXX  
City, State zip code

**11. How will claims be decided?**

The Settlement Administrator will decide in its professional judgment whether the information provided on a Claim Form is complete, timely and valid. The Settlement Administrator may require additional information and request it from any claimant. If the required information is not timely provided, the claim will be considered invalid and will not be paid.

## REMAINING IN THE SETTLEMENT

**12. Do I need to do anything to remain in the settlement?**

You do not have to do anything to remain in the settlement, but if you want a payment you must submit a Claim Form postmarked by **Month Day, 2024**.

**13. What am I giving up as part of the settlement?**

If the settlement becomes final, you will give up your right to sue for the claims being resolved by this settlement. The specific claims you are giving up are described in Section 6 of the Settlement Agreement. You will be “releasing” Systems East and all related people or entities as described in Sections 1.23 and 1.24 of the Settlement Agreement. The Settlement Agreement is available at [WEBSITE].

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to one of the attorneys listed in Question 17 for free, or you can, of course, talk to your own lawyer at your own expense if you have questions about what this means.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this settlement, but you want to keep the right to sue Systems East about issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

**14. If I exclude myself, can I get a payment from this settlement?**

No. If you exclude yourself, you will not be entitled to any benefits of the settlement, but you will not be bound by any judgment in this case.

**15. If I do not exclude myself, can I sue Systems East for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue for the claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

**16. How do I exclude myself from the settlement?**

To exclude yourself, send a letter that says you want to be excluded from the settlement in the lawsuit styled *Boudreaux, et al. v. Systems East, Inc.*, Case No. 5:23-cv-01498-DNH-ML (N.D.N.Y.). Include your name, address, and signature. You must mail your Exclusion Request postmarked by **Month Day, 2024**, to:

Systems East Settlement Exclusions  
c/o Angeion Group  
PO Box XXXXX  
City, State zip code

## THE LAWYERS REPRESENTING YOU

### 17. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel”: Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP, 750 B Street, Suite 1820, San Diego, CA, 92101, (619) 239-4599; M. Anderson Berry of Clayco C. Arnold, A Professional Corporation, 865 Howe Ave., Sacramento, CA, 95825, (916) 239-4778; and Mason A. Barney of Siri & Glimstad LLP, 745 Fifth Avenue, Suite 500, New York, NY, 10151, (212) 532-1091.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 18. How will the lawyers be paid?

Class Counsel will request the Court’s approval of an award for attorneys’ fees of up to \$333,333.33 and reasonable costs and expenses of up to \$15,000.00. Class Counsel will also request approval of service awards of \$2,000 for each of the two Representative Plaintiffs. Any amount that the Court awards for attorneys’ fees, costs, expenses, and service awards will be paid from the settlement fund.

## OBJECTING TO THE SETTLEMENT

### 19. How do I tell the Court that I do not like the settlement?

You can object to the settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must **file** a written objection with the Clerk of the Court, at the address below, in this case, *Boudreaux, et al. v. Systems East, Inc.*, in the United States District Court for the Northern District of New York, 5:23-cv-01498-DNH-ML.

Your objection must include all of the following:

- the name and case number of this Litigation;
- your full name, address, telephone number, and e-mail address (if any);
- information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, which is described in response to Question 5 (examples include the notice of this settlement you received by mail or notice of the Security Incident you received from Systems East);
- a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable;
- the identity of all counsel representing you, if any, in connection with your objection;
- a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing;



- a statement identifying all class action settlements you and your attorney, if applicable, objected to in the previous 5 years; and
- your signature or the signature of your duly authorized attorney or other duly authorized representative, if any, along with documentation setting forth such representation.

To be timely, your objection must be electronically **filed** with the Clerk of the Court no later than **Month Day, 2024**, or mailed first-class postage prepaid to the Clerk of the Court for the United States District Court for the Northern District of New York at the address below, postmarked no later than **Month Day, 2024**.

In addition, you must serve Class Counsel and Defense Counsel through the Court’s electronic filing system (if filed electronically) or via U.S. Mail (if mailed to the Clerk of Court), postmarked no later than **Month Day, 2024**:

<b>Court</b>	<b>Class Counsel</b>	<b>Systems East’s Counsel</b>
Clerk of the Court United States District Court for the Northern District of New York Alexander Pirnie Federal Building & U.S. Courthouse 10 Broad Street Utica, NY 13501	RACHELE R. BYRD <b>WOLF HALDENSTEIN ADLER FREEMAN &amp; HERZ LLP</b> 750 B Street, Suite 1820 San Diego, California  M. ANDERSON BERRY <b>CLAYEO C. ARNOLD, A PROFESSIONAL CORP.</b> 865 Howe Avenue Sacramento, CA 95825  MASON A. BARNEY <b>SIRI &amp; GLIMSTAD LLP</b> 745 Fifth Avenue, Suite 500 New York, New York 10151	Daniel M. Braude <b>MULLEN COUGHLIN LLC</b> 411 Theodore Fremd Avenue Suite 206S Rye, NY 10580

**20. What is the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you do not like the settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT’S FAIRNESS HEARING**

**21. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Fairness Hearing at [ ] : [ ] on **Month Day, 2024**, at the U.S. District Court, Northern District of New York, Binghamton U.S. Courthouse, 15 Henry St., Binghamton, NY 13901, Courtroom 2, 4th Floor (or by Zoom if the Court so orders) to consider whether the

settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for service awards for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the settlement website at [\[WEBSITE\]](#).

## 22. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and served it according to the instructions provided in Question 19, the Court will consider it.

## 23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 19, including all the information required therein. Your Objection must be **filed** with the Clerk of Court for the United States District Court for the Northern District of New York by e-filing it or mailing it on or postmarked no later than **Month Day, 2024**. In addition, you must serve a copy of your objection on both Class Counsel and Defense Counsel listed in Question 19, either through the Court's ECF filing and notification system or by mail, postmarked no later than **Month Day, 2024**.

## IF YOU DO NOTHING

## 24. What happens if I do nothing?

If you do nothing, you will get no benefits from this settlement. Unless you exclude yourself, after the settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit about the legal issues in this case ever again against Systems East or any related people or entities as described in Sections 1.23, 1.24 and 6 of the Settlement Agreement. The Settlement Agreement is available at [\[WEBSITE\]](#).

## GETTING MORE INFORMATION

## 25. How do I get more information?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at [\[WEBSITE\]](#). You may also write with questions to Systems East Settlement Administration, c/o Angeion Group, P.O. Box **XXXXXX**, City, State Zip. You can also get a Claim Form at the website, [\[WEBSITE\]](#), or by calling the toll-free number, [\[PHONE\]](#).