

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

JENNIE CORONA-CANTU,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

INGO MONEY, INC.,

Defendant.

CIVIL ACTION No. 1:24-cv-03023

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement, is made and entered into by and among the following Settling Parties (as defined below): Jennie Corona-Cantu (“Plaintiff”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel of record (“Proposed Settlement Class Counsel,” as defined below), and Ingo Money, Inc. (“Ingo Money” or “Defendant”) (together with Plaintiff, the “Parties”), by and through its counsel of record, Marc E. Williams of Nelson Mullins Riley & Scarborough LLP. The Settlement Agreement (as defined below) is subject to Court approval and is intended by the Settling Parties 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

Plaintiff alleges that on or around November 3, 2023, cybercriminals breached Ingo Money’s computer and information systems and accessed financial account information and Social Security numbers (collectively “Private Information”) belonging to Ingo Money’s current and former customers (the “Data Incident”), including Plaintiff. Ingo Money discovered this intrusion on November 23, 2023, took steps to secure its systems, and sent notice of the Data Incident to 29,472 impacted individuals on June 25, 2024.

On July 8, 2024, Plaintiff Jennie Corona-Cantu filed a putative class action complaint against Ingo Money concerning the Data Incident in the United States

District Court for the Northern District of Georgia- Atlanta Division, alleging various common law and California statutory claims.

In October 2024, the Parties began settlement discussions. Shortly thereafter, the Parties agreed to attend a full-day mediation on November 5, 2024, before Steven Jaffe, Esq., of Upchurch Watson White & Max. Prior to the mediation, the Parties engaged in an informal exchange of information and documents and presented their positions and arguments in confidential submissions to Mr. Jaffe. At the November 5, 2024, mediation, the Parties reached an agreement. This accepted settlement is memorialized in this agreement (“Settlement Agreement”).

Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Ingo Money and the Released Persons (as defined below) relating to the Data Incident, by and on behalf of Representative Plaintiff and the Settlement Class (as defined below).

II. CLAIMS OF REPRESENTATIVE PLAINTIFF AND BENEFITS OF SETTLING

Plaintiff believes the claims asserted in the Litigation, as set forth in her complaint, have merit. Plaintiff and Proposed Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Ingo Money through motions practice, trial, and potential appeals. Plaintiff has also considered the uncertain outcome and

risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Proposed Settlement Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. Proposed Settlement Class Counsel has determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Ingo Money denies each and all of the claims and contentions alleged against it in the Litigation. Ingo Money denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Ingo Money has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Ingo Money has considered the uncertainty and risks inherent in any litigation. Ingo Money has, therefore, 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. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, individually and on behalf of the Settlement Class; Proposed Settlement Class Counsel; and Ingo Money that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class, except those members of the Settlement Class who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 **“Agreement” or “Settlement Agreement”** means this Settlement Agreement and Release and all exhibits thereto.

1.2 **“CAFA Notice”** means a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act (“CAFA”), 28 U.S.C. Sec. 1711, *et seq.*, to be served upon the appropriate State official in each State where a Settlement Class Member resides and the appropriate federal official. Costs for preparation and issuance of the CAFA Notice will be paid by Defendant from the Settlement Fund.

1.3 **“Claim Form”** means the claim form to be used by Settlement Class Members to submit a Settlement Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in **Exhibit A** to this Settlement Agreement.

1.4 **“Claims Deadline”** means the date by which all Claim Forms must be submitted by a Settlement Class Member to the Settlement Administrator to be timely. This date shall be set as **ninety (90) days after the Notice Commencement Date**.

1.5 **“Costs of Settlement Administration”** means all actual costs associated with or arising from Settlement Administration, including, without limitation: all expenses and costs associated with providing CAFA Notice, Notice to Settlement Class Members, locating Settlement Class Members, performing National Change of Address searches or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class Member, implementing and executing the Notice Plan, and administering, calculating and distributing the portions and benefits of the Settlement Fund to Settlement Class Members. Costs of Settlement Administration also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

1.6 “**Court**” means the Honorable Mark H. Cohen, United States District Court for the Northern District of Georgia, Atlanta Division.

1.7 “**Cy Pres Designee**” means an entity mutually agreed upon by the Parties and submitted to the Court in a subsequent filing who may receive unclaimed residual funds, as set forth in Paragraph 8.6, subject to approval by the Court.

1.8 “**Data Incident**” means the cyberattack and data breach arising out of and related to the allegations and events described in the Class Action Complaint filed against Ingo Money, Inc., on July 8, 2024, Case No. 1:24-cv-03023.

1.9 “**Effective Date**” means the latest of the following: (a) thirty (30) days after the entry of the Final Approval Order and Judgment (as that term is defined in Paragraph 1.11 below) if no objections are filed or, if objections are filed and overruled and no appeal is taken from the Final Approval Order and Judgment; or (b) if a timely appeal is made, three (3) business days after the date that a judgment of the United States Court of Appeals for the Eleventh Circuit or Supreme Court of the United States affirming the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Fee Award and Expenses or Service Award made in this case shall

not affect whether the Judgment (as that term is defined in Paragraph 1.11 below) is final or any other aspect of the Judgment.

1.10 **“Fee Award and Expenses”** means the amount of attorneys’ fees and reimbursement of litigation expenses to be awarded by the Court to Settlement Class Counsel.

1.11 **“Final Approval Order and Judgment”** or **“Judgment”** means a judgment rendered by the Court finally approving of this Settlement Agreement..

1.12 **“Litigation”** means the action titled *Corona-Cantu et al., v. Ingo Money, Inc.*, Case No. 1:24-cv-03023 (N.D. Ga.).

1.13 **“Long Notice”** means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in **Exhibit B** to this Settlement Agreement.

1.14 **“Net Settlement Fund”** refers to the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for the payment from the Settlement Fund for (i) the Costs of Settlement Administration; (ii) Taxes and Tax-Related Expenses; (iii) Service Award; (iv) Fee Award and Expenses.

1.15 **“Notice Commencement Date”** means thirty (30) days following entry of the Preliminary Approval Order, which is the day by which Notice to the Settlement Class Members must be commenced. The Notice Commencement Date shall be used for purposes of calculating the Claims Deadline, deadlines

concerning the Opt-Out Date and Objection Date, and all other deadlines that flow from the Notice Commencement Date.

1.16 **“Objection Date”** means the date by which members of the Settlement Class must mail to Proposed Settlement Class Counsel and counsel for Ingo Money or, in the alternative file with the Court, their objection to the Settlement Agreement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be designated as **sixty (60) days after the Notice Commencement Date**, or such other date as ordered by the Court.

1.17 **“Opt-Out Date”** means the date by which Settlement Class Members must mail or submit their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be designated as **sixty (60) days after the Notice Commencement Date**, or such other date as ordered by the Court.

1.18 **“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.

1.19 **“Participating Settlement Class Member”** means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Date.

1.20 **“Plaintiff”** and **“Representative Plaintiff”** means Jennie Corona-Cantu.

1.21 **“Preliminary Approval Order”** means the Court’s Order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached as **Exhibit C** to this Settlement Agreement.

1.22 **“Related Entities”** means Ingo Money’s past or present clients, customers, sponsor institutions, vendors, parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, financial institutions and all other parties from whom Ingo Money received data that was the subject of the Data Security Incident, on whose behalf Ingo Money was holding data that was the subject of the Data Security Incident, or who had any other ownership, custodial or

other interest or obligation with respect to the data that was the subject of the Data Security Incident, or any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data 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; violations of state consumer protection statutes; and violations of state privacy-protection; 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 any of the Released Persons based on, relating to, concerning or arising out of the Data Incident and alleged theft of other personal information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons 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 **“Released Persons”** means Ingo Money and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.25 **“Request for Exclusion”** is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in this Agreement.

1.26 **“Service Award”** means the amount of remuneration to be paid to the Class Representative in recognition of her efforts on behalf of the Settlement Class, in an amount to be approved and ordered by the Court, as set forth in Section 7.

1.27 **“Settlement Administration”** means the process of identifying members of the Settlement Class, notifying Settlement Class Members, and Settlement Distribution.

1.28 **“Settlement Administrator”** means Angeion Group, LLC (“Angeion”) a company experienced in administering class action settlements generally and specifically those of the type provided for and made in data breach litigation who has been retained to carry out the Notice Plan and administer the claims and Settlement Fund distribution process.

1.29 **“Settlement Benefit”** means any Settlement Payment, the Credit Monitoring and Insurance Services, and any other benefits Settlement Class Members receive pursuant to this Settlement, including non-monetary benefits and relief, the Fee Award and Expenses, and Costs of Settlement Administration.

1.30 **“Settlement Claim”** means the process through which a Settlement Class Member, after receiving due notice, submits a Valid Claim to the Settlement Administrator identifying the Settlement Benefit elected by the Settlement Class Member.

1.31 **“Settlement Class”** means all individuals in the United States who received notice of the Data Security Incident from Ingo Money, either through letter or email, in or around late June, early July, and/or early August of 2024. The Settlement Class specifically excludes: (i) Ingo Money and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads nolo contendere to any such charge.

1.32 **“Settlement Class Member(s)”** means all persons meeting the definition of the Settlement Class.

1.33 **“Settlement Class Counsel”** means Tyler J. Bean of Siri & Glimstad LLP and MaryBeth Gibson of Gibson Consumer Law Group, LLC.

1.34 **“Settlement Distribution”** means the process by which the Settlement Administrator will disburse the Net Settlement Fund to Settlement Class Members.

1.35 **“Settlement Fund”** means the non-reversionary sum of One Million One Hundred Seventy-Eight Thousand Eight Hundred and Eighty Dollars and Zero Cents (\$1,178,880) paid by or on behalf of Ingo Money, as specified in Paragraph 2.1.

1.36 “**Settlement Value**” means One Million Five Hundred Twenty-Eight Thousand Eight Hundred and Eighty Dollars and Zero Cents (\$1,528,880) in total monetary and non-monetary value of the settlement, which includes the cost of the business practice changes (\$350,000) being implemented by Defendant as set forth in Paragraph 2.5 below, in combination with the Settlement Fund (\$1,178,880).

1.37 “**Settlement Payment**” means any payment to be made to any Settlement Class Member who submits a valid and timely Claim Form pursuant to Paragraphs 2.2-2.4.

1.38 “**Settlement Website**” means a website, the URL for which shall be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide Settlement Class Members with the ability to submit a Settlement Claim online.

1.39 “**Settling Parties**” means, collectively, Ingo Money and Plaintiff, individually and on behalf of the Settlement Class.

1.40 “**Short Notice**” means the short form notice of the proposed class action settlement, substantially in the form as shown in **Exhibit D** to this Settlement Agreement. The Short Notice will direct recipients to the Settlement Website and inform members of the Settlement Class of, among other things, the

Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final Approval Hearing.

1.41 **“Tax and Tax-Related Expenses”** means any and all applicable taxes, duties, and similar charges imposed by any government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect to the Settlement Fund.

1.42 **“Unclaimed Funds”** means the sum of the Net Settlement Fund that remain after the payment of the Costs of Settlement Administration, Service Award, Fee Award and Expenses, Taxes and Tax-Related Expenses, Credit Monitoring and Insurances Services, and after the expiration of checks issued to Settlement Class Members who submitted a valid and timely Claim Form for Documented Loss Payments and/or Cash Awards, and any Subsequent Settlement Payment (described herein).

1.43 **“Unknown Claims”** means any of the Released Claims that any Plaintiff does not know or suspect to exist in his or her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her 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, Plaintiff intends to and expressly

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 (including, without limitation, California Civil Code §§ 1798.80 et seq., Montana Code § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-711), 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 RELEASED PARTY.

Plaintiff 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 Plaintiff expressly shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

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

1.45 **“Valid Claims”** means Settlement Claims Form submitted by a Settlement Class Member that indicate the Settlement Class Member’s Settlement Benefits election and provide the Settlement Administrator with correct information for disbursement of a Documented Loss Payment or Cash Award, and that are sent to the Settlement Administrator prior to the Claims Deadline.

2. Settlement Benefits

2.1 The Settlement Fund:

- (a) Within twenty-one (21) days of the Preliminary Approval Order, Ingo Money shall deposit or cause to be deposited the total sum One Million One Hundred Seventy-Eight Thousand Eight Hundred and Eighty Dollars and Zero Cents (\$1,178,880) into an interest-bearing account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator and Ingo Money (the Settlement Fund).
- (b) When submitting a Valid Claim, Settlement Class Members must choose either a Cash Award or a Documented Loss Payment. Settlement Class Members may also elect to receive Credit Monitoring and Identity Services in accordance with the terms set forth hereinbelow. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will

release his or her claims against the Released Parties without receiving a Settlement Class Member Benefit.

- (c) The Settlement Fund is the limit and extent of the monetary obligations of Ingo Money, its respective predecessors, successors, assigns, parents, subsidiaries, affiliates, departments, and any and all of their past, present, or 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 the Litigation.
- (d) The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. Funds may be placed in a noninterest 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.

- (e) As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay the following: (i) Costs of Settlement Administration; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards; (iv) Fee Award and Expenses; (v) Credit Monitoring and Identity Services; and (vi) the Settlement Benefits elected by Settlement Class Members who submit valid and timely Settlement Claim pursuant to the terms of this Settlement.

2.2 Settlement Payments. Each Settlement Class Member who submits a valid and timely Claim Form may qualify for one of the following:

- (a) Cash Award. Settlement Class Members who submit a valid and timely Claim Form may elect a claim to receive a payment (a “Cash Award”). The amount of the Cash Award will be calculated in accordance with Paragraph 2.4(b).
- (b) Documented Loss Payment. In the event a Settlement Class Member does not elect a Cash Award, the Settlement Class Member may submit a claim for a Settlement Payment of up to \$5,000 for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Settlement Class Member must choose to do so on their given

Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed Documented Loss; and (iii) reasonable documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement. This documentation may include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred, with such costs including, but not limited to, documented bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, fees for credit reports, credit monitoring, or other identity theft insurance products purchased in response to the Data Incident before the Notice Commencement Date, or proven monetary loss as a result of actual identity theft or fraud, all of which must be fairly traceable to the Data Incident. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Settlement Class Members shall not be reimbursed for losses if they have been reimbursed for the same losses by another source.

2.3 Credit Monitoring and Insurance Services (“CMIS”). Each Settlement Class Member who submits a valid and timely Claim Form may elect to receive three (3) years of Credit Monitoring and Insurance Services (also referred to herein as “CMIS”) regardless of whether they also make a claim for a Settlement Payment pursuant to Paragraph 2.2. The CMIS will have an enrollment period of twelve (12) months after the enrollment codes are sent to Class Members claiming this benefit. The CMIS will include the following services to be provided to each Settlement Class Member who submits a valid and timely Claim Form and elects the CMIS: (i) up to \$1 million dollars of identity theft insurance coverage; (ii) three bureau credit monitoring providing notice of changes to the Settlement Class Members’ credit profile; (iii) alerts for activity including new inquiries, new accounts created, change of address requests, changes to public records, postings of potentially negative information, and other leading indicators of identity theft; (iv) customer care and dedicated fraud resolution agent; (v) comprehensive educational resources; and (vi) extended fraud resolution.

2.4 Distribution of Settlement Payments.

(a) The Settlement Administrator will first apply the Net Settlement Fund to pay for CMIS claimed by a Settlement Class Member who submits a valid and timely Claim Form. If funds remain in the Net Settlement Fund after paying for the CMIS, the Settlement Administrator will next use the

Net Settlement Fund to pay all Documented Loss Payments. The amount of the Net Settlement Fund remaining after all Documented Loss Payments are applied and the payments for the CMIS are made shall be referred to as the “Post Loss Payment Net Settlement Fund.”

(b) The Settlement Administrator shall utilize the Post Loss Payment Net Settlement Fund to make all Cash Award payments pursuant to Paragraph 2.2(a). The amount of each Cash Award payment shall be calculated by dividing the Post Loss Payment Net Settlement Fund by the total number of valid and timely Claim Forms submitted by Settlement Class Members who elected a Cash Award.

2.5 Business Practice Changes. Defendant has improved its information security enhancements to date and will provide confirmatory discovery, as set forth in Paragraph 2.6, to Proposed Settlement Class Counsel regarding security enhancements it has made and is committed to making, including costs associated with those enhancements. The costs associated with all business practice commitments implemented and/or which will be implemented in accordance with this paragraph have and will be paid by Defendant separate and apart from other settlement benefits. The total cost for these improvements to date is \$350,000, which may increase prior to the Final Approval Order and Judgment. None of the past or future costs associated with the development and implementation of these

enhanced security procedures has been or will be paid by Plaintiffs and no portion of the \$1,178,880.00 Settlement Fund is to be used for this purpose.

2.6 Confirmatory Discovery. In addition to confirmatory discovery provided by Ingo Money to date, Ingo Money will provide reasonable access to further confidential confirmatory discovery regarding the number of Settlement Class Members and state of residence, the facts and circumstances of the Data Incident and Ingo Money's response thereto, and the changes and improvements that have been made or are being made to further protect Settlement Class Members' Private Information.

2.7 Settlement Expenses. All costs for notice to the Settlement Class as required under Paragraphs 3.3 and 3.4 and the Costs of Settlement Administration under Paragraph 8 shall be paid out of the Settlement Fund.

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.

3. Order of Preliminary Approval and Publishing of Notice of Final Approval Hearing

3.1 Preliminary and Final Approval of the Settlement Agreement shall be sought in the United States District Court for the Northern District of Georgia, Atlanta Division before the Honorable Mark E. Cohen.

3.2 As soon as practicable after the execution of the Settlement Agreement, Proposed Settlement Class Counsel and counsel for Ingo Money shall jointly submit this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order in the form to be agreed upon by the Parties, or an order substantially similar to such form in both terms and cost, requesting, among other things:

- a) certification of the Settlement Class for settlement purposes only pursuant to Paragraph 2.8;
- b) preliminary approval of the Settlement Agreement as set forth herein;

- c) appointment of Proposed Settlement Class Counsel as Settlement Class Counsel;
- d) appointment of Plaintiff as Settlement Class Representative;
- e) approval of a customary form of Short Notice to be mailed and e-mailed to Settlement Class Members in a form substantially similar to the one attached as **Exhibit D** to this Settlement Agreement;
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit B** to this Settlement Agreement, which, together with the Short Notice, shall include a fair summary of the Parties' respective litigation positions, the general terms of the settlement set forth in the 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 Approval Hearing; and
- g) appointment of Angeion Group, LLC, as the Settlement Administrator.

The Short Notice and Long Notice have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval.

3.3 The cost of providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with

the Costs of Settlement Administration, shall be paid from the Settlement Fund. Fee Award and Expenses for Settlement Class Counsel, and a Service Award to Plaintiff, as approved by the Court, shall also be paid from the Settlement Fund as set forth in Paragraphs 7.2, 7.3 and 7.4. Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

- a) *Class Member Information*: No later than twenty-one (21) days after entry of the Preliminary Approval Order, Ingo Money shall provide the Settlement Administrator with the name, email address (where available), and last known physical address of each Settlement Class Member (collectively, “Class Member Information”) that Ingo Money possesses. The Class Member Information and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided in this Settlement Agreement, or provide all data and information in its possession to the Settling Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.
- b) *Settlement Website*: Prior to the dissemination of the Short Notice, the Settlement Administrator shall establish the Settlement Website that will

inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; (v) the operative Complaint filed in the Litigation; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically.

c) *Short Notice*: Within thirty (30) days after the entry of the Preliminary Approval Order, and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Settlement Administrator will provide notice to the Settlement Class as follows:

- To all Settlement Class Members for whom Ingo Money is in possession of an email address, via email to the email address provided to the Settlement Administrator by Ingo Money;
- To all Settlement Class Members for whom Ingo Money does not have in its possession a valid email address (including email

addresses that were returned as undeliverable), via mail to the postal address provided to the Settlement Administrator by Ingo Money. Before any mailing under this Paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;

- In the event that a mailed Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
- In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner

that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

- d) Publishing, on or before the Notice Commencement Date, the Short Notice, Claim Form, and Long Notice on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;
- e) A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the forms of Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request; and
- f) Contemporaneously with seeking Final Approval of the Settlement, Proposed Settlement Class Counsel and Ingo Money shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

3.4 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Settlement Administrator, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. The Notice Plan shall commence within **thirty (30) days after entry of the Preliminary Approval Order** and shall be substantially completed within forty-five (45) days after entry of the Preliminary Approval Order.

3.5 Proposed Settlement Class Counsel and Ingo Money's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Approval Hearing") and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest a Person's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than **sixty (60) days after the Notice Commencement Date**.

4.2 All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in Paragraph 4.1, 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 opt-out of the Settlement Class in the manner set forth in Paragraph 4.1 shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

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 objector's full name and address;
- (ii) the case name and docket number— *Corona-Cantu et al., v. Ingo Money, Inc.*, Case No. 1:24-CV-03023 (N.D. Ga.);
- (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable and any supporting documents;
- (iv) the identity of any and all counsel representing the objector in connection with the objection;
- (v) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing and a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

(vi) a list of any other objections submitted by the Settlement Class Member and their counsel (if he or she is represented by counsel) to any class actions submitted in any court, whether state, federal, or otherwise, in the previous five (5) years; and

(vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

5.2 To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than **sixty (60) days from the Notice Commencement Date**, to the Settlement Administrator at a designated post office box, as well as to:

Tyler J. Bean
Siri & Glimstad LLP
745 Fifth Avenue, Suite 500
New York, NY 10151

Settlement Class Counsel

Marc E. Williams,
Nelson Mullins Riley & Scarborough, LLP
949 Third Avenue, Suite 200
Huntington, WV 25701

Counsel for Ingo Money

5.3 The objector or his or her counsel shall file objections with the Court, with service on Proposed Settlement Class Counsel and Ingo Money's counsel.

Counsel for Plaintiffs and Defendant may respond to the Objections, if any, by means of a memorandum of law, filed and served prior to the Final Approval Hearing.

5.4 Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraph 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 Paragraph 5.1. Any Settlement Class Member who fails to submit a timely Objection per the terms of this Agreement, the Long Notice, and as otherwise ordered by the Court, shall not be treated as having filed a valid Objection to the Settlement and shall forever be barred from raising any objection to the Settlement. An objecting Settlement Class Member has the right, but is not required to, attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court, as well as serve notice on Class Counsel and Defendant's Counsel by the Objection Deadline.

6. Releases

6.1 Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Settlement Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

6.2 Upon the Effective Date, Ingo Money and its customers shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative Plaintiff, each and all of the Settlement Class Members, and Proposed Settlement Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation, except for enforcement of the Settlement Agreement. Any other claims or defenses Ingo Money may have against such Persons including, without limitation, any claims based upon or arising out of any retail, banking, debtor-creditor, contractual,

employment, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither Ingo Money nor its Related Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiff, each and all of the Settlement Class Members, and Proposed Settlement Class Counsel.

7. Plaintiff's Counsel's Attorneys' Fees, Expenses, and Expenses; Service Award to Representative Plaintiff

7.1 Proposed Class Counsel shall file a motion for the Fee Award and Expenses to be paid from the Settlement Fund. The motion shall be filed at least forty-five (45) days after the Notice Commencement Date. Prior to the disbursement of the Fee Award and Expenses under this Agreement, Class Counsel shall provide to Ingo Money and the Settlement Administrator a properly completed and duly executed IRS Form W-9.

7.2 Class Counsel shall submit a request to the Court for a Fee Award of up to one-third (33.3%) of the gross Settlement Value (\$1,528,880). Proposed Settlement Class Counsel will also seek reimbursement of the costs and expenses incurred in connection with the prosecution of this matter up to \$30,000. Any

request for Attorneys' Fees and Expenses must be filed with the Court at least fifteen (15) days before the Objection Deadline.

7.3 The Fee Award and Expenses awarded by the Court shall be paid by the Settlement Administrator from the Settlement Fund no later than **ten (10) days after the Effective Date**. Payment will be made to accounts designated by Class Counsel who shall have sole discretion in allocating attorneys' fees and expenses.

7.4 Proposed Settlement Class Counsel may seek, and Ingo Money will not oppose, an order from the Court awarding Two Thousand Five Hundred Dollars (\$2,500.00) as a Service Award to the Class Representative, to be paid from the Settlement Fund.

7.5 The Service Award to Class Representative, Fee Award and Expenses, if approved by the Court, shall be wired to Tyler J. Bean, Siri & Glimstad LLP, 745 Fifth Avenue, Suite 500, New York, NY 10151. Proposed Settlement Class Counsel shall thereafter distribute the award of Fee Award and Expenses consistent with Paragraphs 7.2, 7.3 and 7.4.

7.6 The amount(s) of any award of Fee Award and Expenses, and the Service Award to Plaintiff, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein, except as set forth in

Paragraphs 1.15, 7.2, 7.4 and 7.5. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Fee Award and Expenses, and/or Service Award ordered by the Court to Proposed Settlement Class Counsel or Plaintiff 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 Settlement Administrator shall administer the Settlement Fund and Unclaimed Funds described in Paragraphs 2.1, 8.3, 8.5, and 8.6. The Notices provided to Settlement Class Members shall require them to indicate their preferred disbursement method and provide the required financial information.

8.2 Within **thirty (30) days of the Effective Date**, the Settlement Administrator shall make best efforts to provide Settlement Class Members who submitted a valid and timely claim for CMIS benefits with enrollment instruction for the CMIS.

8.3 For each Settlement Class Member from which the Settlement Administrator receives a valid, completed and timely Claim Form with correct financial information, the Settlement Administrator shall disburse any monies due to that Settlement Class Members (i.e., the “Settlement Payment”) using the Settlement Class Member’s preferred method **within twenty-one (21) days from the Effective Date**.

8.4 Settlement Class Members who do not provide their preferred method of disbursement or do not provide valid financial account information by the Claims Deadline shall be deemed to have unclaimed their Settlement Benefit.

8.5 All Settlement Payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance (the “Check Void Date”). If a Settlement Class Member requests their Settlement Payment via check and the check is not cashed within ninety (90) days, the Settlement Class Member shall be deemed to have unclaimed their Settlement Payment.

8.6 To the extent any monies remain in the Net Settlement Fund more than one hundred fifty (150) days after the distribution of Settlement Payments to participating Settlement Class Members, a “Subsequent Settlement Payment” will be evenly made to all Participating Settlement Class Members whose claims for monetary benefits (Settlement Payments) were approved and, in the event the Settlement Class Member requested payment via check, also cashed or deposited their initial Settlement Payment, provided that the average Subsequent Settlement Payment is equal or greater to Ten Dollars and No Cents (\$10.00). In the event that a Subsequent Settlement Payment would exceed Two Hundred and Fifty Dollars and No Cents (\$250.00), then the Parties will seek guidance from the Court on how to disburse the remaining Net Settlement Fund. If the average Subsequent

Settlement Payment would be less than \$10.00, the remaining Net Settlement Fund will be used to extend for as long as possible the CMIS benefits claimed and utilized by Settlement Class Members. Any amount remaining in the Net Settlement Fund after said extension is accomplished (the “Unclaimed Fund”), if any, shall be distributed to the Cy Pres Designee.

8.7 Proposed Settlement Class Counsel and counsel for Ingo Money shall be given reports as to both claims and distribution, and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

8.8 All Settlement Class Members who fail to timely submit a claim 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.

8.9 No Person shall have any claim against the Settlement Administrator, claims referee, Ingo Money, Proposed Settlement Class Counsel, Plaintiff, and/or Ingo Money’s counsel based on distributions of benefits to Settlement Class Members.

9. Settlement Approval Process

9.1 As soon as practicable after the execution of this Agreement, the Settlement Class Representative and Class Counsel shall submit this Agreement to the Court and file a motion for preliminary approval of the Settlement, requesting entry of a Preliminary Approval Order substantially in the form attached hereto as **Exhibit C**.

9.2 The Long Notice, Short Notice, and Claim Form shall be reviewed by the Settlement Administrator and may be revised as agreed by the Parties after submission to the Court with the Motion for Preliminary Approval of the Settlement. After entry by the Court of a Preliminary Approval Order, and no later than **fourteen (14) days** before the Final Approval Hearing, the Settlement Class Representative 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 Settlement Class for settlement purposes be made final.

10. Final Approval Hearing

10.1 The Parties will recommend the Final Approval Hearing be scheduled no earlier than **one hundred and twenty (120) days** after the entry of the Preliminary Approval Order.

10.2 Any Settlement Class Member who wishes to appear at the Final Approval hearing must mail to the Court or file a notice of appearance in the

Action by the Objection Deadline, as well as take actions required in the Long Notice or as otherwise required by the Court.

10.3 The Parties shall ask the Court to enter a Final Approval Order and Judgment.

10.4 If and when the Final Approval Order and Judgment is entered, the claims against Defendants in the Action shall be dismissed with prejudice.

11. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

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

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Approval Hearing, as required by Paragraph 3.2;
- 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 Paragraph 1.11.

11.2 If all conditions specified in Paragraph 11.1 are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Paragraph 11.5 unless Proposed Settlement Class Counsel and Ingo Money's counsel mutually agree in writing to proceed with the Settlement Agreement.

11.3 Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Proposed Settlement Class Counsel and to Ingo Money's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

11.4 Within seven (7) days after the Objection-Date, the Settlement Administrator shall furnish to Proposed Settlement Class Counsel and to Ingo Money's counsel a complete list of all timely and valid Objections (the "Objection List").

11.5 In the event that the Settlement Agreement or the releases set forth in Paragraphs 6.1, 6.2, and 6.3 are 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 and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and

(ii) the terms and provisions of the Settlement Agreement shall 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*.

11.6 Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of Fee Award and Expenses, and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Ingo Money shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class and Settlement 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.

12. Miscellaneous Provisions

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

12.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. 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 no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

12.3 Neither the Settlement Agreement, nor the settlement 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 any of the Released Persons; 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 any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons 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.

14.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

12.5 This Agreement contains the entire understanding between Ingo Money and Plaintiff regarding the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Ingo Money and Plaintiff in connection with the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs.

12.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiff 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.

12.7 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.

12.8 Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

| | |
|---|---|
| If to Plaintiff or Class Counsel: | If to Defendant or Defendant's Counsel: |
| <p> Tyler J. Bean Siri & Glimstad LLP 745 Fifth Avenue, Suite 500 New York, NY 10151 Phone: 888-747-4529 tbean@sirillp.com </p> <p> MaryBeth Gibson Gibson Consumer Law Group, LLC 4279 Roswell Road NE Suite 208 – 108 Atlanta 30342-3700 Phone: (678) 642-2503 marybeth@gibsonconsumerlawgroup.com </p> | <p> Marc E. Williams Nelson Mullins Riley & Scarborough, LLP 949 Third Avenue, Suite 200 Huntington, WV 25701 Phone: (304) 526-3501 Marc.Williams@nelsonmullins.com </p> <p> William P. Horkan Nelson Mullins Riley & Scarborough, LLP Atlantic Station – Suite 1700 201 17th Street NW Atlanta, Georgia 30363 (478) 387-0825 will.horkan@nelsonmullins.com </p> |

12.9 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 original executed counterparts shall be filed with the Court.

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

12.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Parties submit to

the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

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

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

12.14 Submitting a valid Claim Form (providing the Settlement Administrator with the preferred disbursement method and correct information) to claim a Settlement Benefit from this Settlement is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. If any Settlement Class Member does not submit a valid Claim Form, they 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, and Ingo Money shall have no obligation to make payments to the Settlement Class Member. The same provisions shall apply to any void checks.

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

12.16 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.

12.17 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.

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

12.19 The Parties and their counsel believe this Agreement is 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 arms-length negotiations.

12.20 The Court shall retain exclusive jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain exclusive jurisdiction over all Parties and the Settlement Class for the purpose of consummating, implementing, administering, and enforcing all terms of the Agreement. The Court shall also retain exclusive jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

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

AGREED TO BY:


By: /s/  _____

Tyler J. Bean
SIRI & GLIMSTAD, LLP
745 Fifth Avenue, Suite 500
New York, NY 10151
(212) 532-1091
tbean@sirillp.com

By: /s/  _____

MaryBeth Gibson
Gibson Consumer Law Group, LLC
4279 Roswell Road
Suite 208-108
Atlanta, GA 30342
(212) 532-1091
marybeth@gibsonconsumerlawgroup.com

Counsel for Plaintiff and the Putative Class

By: /s/  _____
Jennie Corona-Cantu, *Plaintiff*

By: /s/ _____

William P. Horkan, Esq. (GA #940306)
Marc. E. Williams, Esq.
NELSON MULLINS RILEY & SCARBOROUGH LLP
201 17th Street NW
Atlanta, Georgia 30363
(478) 387-0825
will.horkan@nelsonmullins.com
marc.williams@nelsonmullins.com

Counsel for Defendant Ingo Money

By: /s/ _____
Rusty Pickering
As President and Chief Operating Officer of Ingo Money

AGREED TO BY:

By: /s/ _____

Tyler J. Bean
SIRI & GLIMSTAD, LLP
745 Fifth Avenue, Suite 500
New York, NY 10151
(212) 532-1091
tbean@sirillp.com

By: /s/ _____

MaryBeth Gibson
Gibson Consumer Law Group, LLC
4279 Roswell Road
Suite 208-108
Atlanta, GA 30342
(212) 532-1091
marybeth@gibsonconsumerlawgroup.com

Counsel for Plaintiff and the Putative Class

By: /s/ _____

Jennie Corona-Cantu, *Plaintiff*

DocuSigned by:
Will Horkan
By: /s/ _____
12/16/2024

William P. Horkan, Esq. (GA
#940306)
Marc. E. Williams, Esq.
**NELSON MULLINS RILEY &
SCARBOROUGH LLP**
201 17th Street NW
Atlanta, Georgia 30363
(478) 387-0825
will.horkan@nelsonmullins.com
marc.williams@nelsonmullins.com

Counsel for Defendant Ingo Money

Signed by:
Rusty Pickering
By: /s/ _____
12/16/2024

*As President and Chief Operating
Officer of Ingo Money*

SETTLEMENT TIMELINE

| | |
|---|---|
| <u>From Order Granting Preliminary Approval</u> | |
| CAFA Notice to State and Federal officials | +10 days after filing Motion for Preliminary Approval |
| Defendant provides Settlement Class List to the Settlement Administrator | +21 days after Preliminary Approval |
| Defendant will cause to be deposited \$1,178,880 into the Settlement Administration Fund | +21 days after Preliminary Approval |
| Settlement Website Active | +30 days after Preliminary Approval |
| Notice Commencement Date | +30 days after Preliminary Approval |
| <u>From Notice Date</u> | |
| Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives' Service Awards | +45 days after Notice Commencement Date |
| Objection Date | +60 days after Notice Commencement Date |
| Opt-Out Date | +60 days after Notice Commencement Date |
| Opt-Out List; Objection List | +7 days after Opt-Out Date and Objection Date |

| | |
|---|--|
| Claims Deadline | +90 days after Notice Commencement Date |
| Final Approval Hearing | No less than + 120 days after Preliminary Approval Order |
| Motion for Final Approval | -14 days before Final Approval Hearing |
| Settlement Administrator Provide to Court Notice of Opt-Outs and/or Objections | -14 days before Final Approval Hearing |
| Final Approval | |
| Effective Date | +30 days, assuming no appeals or objections (<i>see</i> ¶ 1.9 for definition) |
| Settlement Administrator Payment of Attorneys' Fees and Expenses to Class Counsel | +10 days after Effective Date |
| Settlement Administrator disburses monetary benefit to Settlement Class Members | + 21 days after Effective Date |
| Settlement Administrator provides CMIS instructions to Settlement Class Members | +30 days after Effective Date |
| Settlement Administrator mail Settlement Payments | +90 days after Effective Date |
| Settlement Website Deactivation | +90 days after Effective Date |

EXHIBIT A

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

ING
CLAIM

CLAIM FORM

GENERAL INSTRUCTIONS

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

An individual in the United States who received notice of the Data Incident from Ingo Money, Inc. (“Ingo” or “Defendant”) that your Private Information was potentially compromised as a result of the alleged incident that occurred on or about November 3, 2023, in which cybercriminals breached Ingo Money’s computer and information systems and accessed private information belonging to current and former customers (“Data Incident”).

The Settlement Class specifically **excludes**: (i) Ingo Money and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads nolo contendere to any such charge.

The Settlement Benefits

Documented Loss Payment

Settlement Class Member may submit a claim for a Documented Loss Payment up to \$5,000 for reimbursement of actual and unreimbursed Documented Losses attributable to the Data Incident. To receive a Documented Loss Payment, you must submit a valid Claim Form, along with reasonable documentation that demonstrates the Documented Loss to be reimbursed.

This documentation may include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred, with such costs including, but not limited to, documented bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, fees for credit reports, credit monitoring, or other identity theft insurance products purchased in response to the Data Incident before the Notice Commencement Date, or proven monetary loss as a result of actual identity theft or fraud, all of which must be fairly traceable to the Data Incident.

Cash Award

In the event a Settlement Class Member does not elect a Documented Loss Payment, a Settlement Class Member may submit a claim to receive a Cash Award payment instead. The Cash Award payment shall be calculated as follows: The \$1,178,880 Settlement Fund will be used to pay for (i) Costs of Settlement Administration; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards; (iv) Fee Award and Expenses; (v) Credit Monitoring and Identity Services; and (vi) the Settlement Benefits elected by Settlement Class Members who submit valid and timely Settlement Claims for Documented Loss Payments. The amount remaining after the above payments (the “Post Loss Payment Net Settlement Fund”) will then be divided by the total number of valid and timely Claim Forms submitted by Settlement Class Members who selected the Cash Award.

Credit Monitoring and Insurance Services

In addition to electing either a Documented Loss Payment or Cash Award, Settlement Class Members may elect to receive three (3) years of Credit Monitoring and Insurance Services, which includes the following: (i) up to \$1 million dollars of identity theft insurance coverage; (ii) three bureau credit monitoring providing notice of changes to the Settlement Class Members’ credit profile; (iii) alerts for activity including new inquiries, new

Corona-Cantu et al., v. Ingo Money, Inc.

Case No. 1:24-cv-03023-MHC

United States District Court, Northern District of Georgia

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

ING CLAIM

CLAIM FORM

accounts created, change of address requests, changes to public records, postings of potentially negative information, and other leading indicators of identity theft; (iv) customer care and dedicated fraud resolution agent; (v) comprehensive educational resources; and (vi) extended fraud resolution.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

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

| | | |
|-----------------------|-------------------------|----------------------------|
| | | |
| First Name | Last Name | |
| | | |
| Street Address | | |
| | | |
| City | State | Zip Code |
| | | |
| Email Address | Telephone Number | Notice ID, if known |

II. DOCUMENTED LOSS PAYMENT

- Check this box if you are requesting compensation for **Documented Losses** up to a total of \$5,000.00. **You must submit supporting documentation demonstrating actual, unreimbursed documented losses related to the Data Incident.**

Complete the chart below describing the supporting documentation you are submitting.

| <i>Description of Documentation Provided</i> | <i>Amount</i> |
|--|---------------|
| <i>Example: Receipt for credit repair services</i> | <i>\$100</i> |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL AMOUNT CLAIMED: | |

- You must check this box to attest under penalty of perjury that the Documented Losses you listed above actually occurred, were related to the Data Incident, and that you have not been reimbursed for these Documented Losses.

III. CASH AWARD

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

ING CLAIM

CLAIM FORM

Check this box if you wish to receive a Cash Award instead of a payment for Documented Losses. You do not have to provide supporting documentation to receive the Cash Award.

IV. CREDIT MONITORING AND INSURANCE SERVICES

Check this box if you wish to enroll in Credit Monitoring and Insurance Services.

A unique redemption code allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a valid claim for such services after the Court approves the Settlement as final and after any appeals are resolved. Credit Monitoring and Insurance Services will have an enrollment period of twelve (12) months after the enrollment codes are sent to Class Members claiming this benefit.

V. PAYMENT SELECTION

Please select 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: _____

Virtual Prepaid Card - Enter your email address: _____

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

VI. AFFIRMATION & SIGNATURE

I swear and affirm under penalty of perjury pursuant to laws of the United States of America that 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

Mail your completed Claim Form along with supporting documentation to: **Ingo Money Data Incident Settlement, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.** Do not include original copies of your supporting documentation, as the documentation will not be returned to you.

Alternatively, you may complete and submit your Claim Form online at **WEBSITE**.

EXHIBIT B

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF GEORGIA

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Corona-Cantu v. Ingo Money, Inc., Case No. 1:24-cv-03023-MHC (N.D. Ga.)

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

If you are an individual in the United States who received notice of the November 2023 Data Security Incident from Ingo Money, a class action settlement may affect your rights.

A proposed settlement has been reached in a lawsuit entitled *Corona-Cantu et al., v. Ingo Money, Inc.*, Case No. 1:24-cv-03023-MHC (N.D. Ga.), relating to the alleged cyberattack that occurred on or about November 3, 2023, in which cybercriminals breached Ingo Money’s (“Ingo” or “Defendant”) computer and information systems and accessed private information belonging to current and former customers (“Data Incident”). Defendant denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that the Defendant has violated any laws, but rather the resolution of disputed claims.

- If you received a notification from Ingo about the 2023 Data Incident, you are included in this Settlement as a “Settlement Class Member.”
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully. For complete details, visit [WEBSITE](#) or call toll-free 1-[XXX-XXX-XXXX](#).

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|--|--|
| SUBMIT A CLAIM FORM BY: DEADLINE | Submitting a valid Claim Form is the only way you can receive Settlement Benefits. |
| EXCLUDE YOURSELF FROM THE SETTLEMENT BY: DEADLINE | If you exclude yourself from this Settlement, you will not receive any benefits from the Settlement, but you also will not release your claims against Ingo. This is the only option that allows you to be part of any other lawsuit against Ingo for the legal claims resolved by this Settlement. If you exclude yourself from the Settlement, you may not object to the Settlement. |
| OBJECT TO THE SETTLEMENT BY: DEADLINE | To object to the settlement, you can write to the Court with reasons why you do not agree with the Settlement. You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing at your own expense. |
| DO NOTHING | If you do nothing, you will not receive any benefits from the Settlement. You will also give up certain legal rights. |

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

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... PAGE 2

WHO IS INCLUDED IN THE SETTLEMENT?..... PAGE 3

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY..... PAGE 3

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM..... PAGE 4

REMAINING IN THE SETTLEMENT..... PAGE 5

EXCLUDING YOURSELF FROM THE SETTLEMENT..... PAGE 5

THE LAWYERS REPRESENTING YOU..... PAGE 6

OBJECTING TO THE SETTLEMENT..... PAGE 6

THE COURT’S FINAL APPROVAL HEARING..... PAGE 8

IF YOU DO NOTHING..... PAGE 8

GETTING MORE INFORMATION..... PAGE 8

BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the Settlement Benefits to Settlement Class Members who submitted a valid and timely Claim Form. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court overseeing this case is the United States District Court for the Northern District of Georgia. The case is known as *Corona-Cantu v. Ingo Money, Inc.*, Case No. 1:24-cv-03023 (N.D. Ga.). Jennie Corona-Cantu, the individual who brought this Action, is called the Plaintiff or Class Representative, and the entity sued, Ingo Money, Inc. or Ingo, is called the Defendant.

2. What is this lawsuit about?

The Plaintiff claims that Ingo is liable for the Data Incident and has asserted numerous legal claims against the Defendant. The Defendant denies each and all the claims and contentions alleged against it in the Action. Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action.

For more information and to review the complaint filed in this Action, visit [WEBSITE](#).

3. What is a class action Settlement?

In a class action, one or more people called Plaintiff or Plaintiffs sue on behalf of people who have similar claims. Together, these people are called a Settlement Class or Settlement Class Members. One Court and one judge resolve the issues for all Class members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Ingo. Instead, a settlement with Ingo was negotiated that allows the Plaintiff, the proposed Settlement Class, and Ingo to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. The Settlement provides benefits and allows Settlement Class Members to obtain payment for certain costs or losses without further delay. Plaintiff and Class Counsel think the Settlement is in the best interest of all Settlement Class Members. This Settlement does not mean that Ingo did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all individuals in the United States who were sent notification from Ingo that their Private Information was potentially compromised as a result of the alleged cyberattack that occurred on or about November 3, 2023, in which cybercriminals breached Ingo Money’s computer and information systems and accessed private information belonging to current and former customers (“Data Incident”).

Settlement Class Members were also sent notice of this class action Settlement via email or mail. If you received notice of this Settlement, you are eligible to receive Settlement Benefits. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at 1-XXX-XXX-XXXX or by visiting the Settlement Website at WEBSITE.

6. Are there exceptions to being included in the Settlement?

Yes. The Settlement Class specifically excludes: (i) Ingo Money and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads nolo contendere to any such charge.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides for the creation of a Settlement Fund in the amount of \$1,178,880 to pay (i) Settlement Administration costs; (ii) Taxes/Tax-Related Expenses; (iii) Service Awards; (iv) Fee Award and Expenses; (v) Credit Monitoring and Identity Services; and (vi) the Settlement Benefits elected by Settlement Class Members who submit valid and timely Settlement Claims. The Defendant will also make \$350,000 in business practice changes (for a total Settlement Value of \$1,528,880). Please visit WEBSITE for complete information about the Settlement Benefits.

- **Documented Loss Payment:** Up to \$5,000.00 for documented losses related to the Data Incident.
- **Cash Payment:** *Pro rata* share of the Post Loss Payment Net Settlement Fund. No documentation is required.
- **Three (3) years of Credit Monitoring and Insurance Services**

8. What is included under the Documented Loss Payment?

Settlement Class Member may submit a claim for a Documented Loss Payment up to \$5,000 for reimbursement of actual and unreimbursed Documented Losses attributable to the Data Incident. To receive a Documented Loss Payment, you must submit reasonable documentation that demonstrates the Documented Loss to be reimbursed.

This documentation may include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred, with such costs including, but not limited to, documented bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, fees for credit reports, credit monitoring, or other identity theft insurance products purchased in response to the Data Incident before the Notice Commencement Date, or proven monetary loss as a result of actual identity theft or fraud, all of which must be fairly traceable to the Data Incident.

9. What is the Cash Award?

Settlement Class Members may submit a claim to receive a Cash Award payment instead of a Documented Loss Payment. The Cash Award payment shall be calculated as follows: The \$1,178,880 Settlement Fund will be used to pay for (i) Costs of Settlement Administration; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards; (iv) Fee Award and Expenses; (v) Credit Monitoring and Identity Services; and (vi) the Settlement Benefits elected by Settlement Class Members who submit valid and timely Settlement Claims for Documented Loss Payments. The amount remaining after the above payments (the “Post Loss Payment Net Settlement Fund”) will then be divided by the total number of valid and timely Claim Forms submitted by Settlement Class Members who selected the Cash Award.

10. What is included in the Credit Monitoring and Insurance Services?

In addition to electing either a Documented Loss Payment or Cash Award, Settlement Class Members may elect to receive three (3) years of Credit Monitoring and Insurance Services, which includes the following: (i) up to \$1 million dollars of identity theft insurance coverage; (ii) three bureau credit monitoring providing notice of changes to the Settlement Class Members’ credit profile; (iii) alerts for activity including new inquiries, new accounts created, change of address requests, changes to public records, postings of potentially negative information, and other leading indicators of identity theft; (iv) customer care and dedicated fraud resolution agent; (v) comprehensive educational resources; and (vi) extended fraud resolution.

11. Has the Defendant implemented any additional security measures?

Yes, Ingo has improved its information security enhancements to date and will provide confirmatory discovery to Proposed Settlement Class Counsel regarding security enhancements it has made and is committed to making, including costs associated with those enhancements. The costs associated with all business practice commitments implemented and/or which will be implemented will be paid by Defendant separate and apart from other settlement benefits. The total cost for these improvements to date is \$350,000.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

12. How do I get benefits from the Settlement?

In order to receive a Documented Loss Payment, Cash Award and/or Credit Monitoring and Insurance Services, you must complete and submit a Claim Form. Claim Forms are available at [WEBSITE](#), or you may request one by mail by calling [1-XXX-XXX-XXXX](#). Read the instructions carefully, fill out the Claim Form, and submit it online, or mail it postmarked no later than **Month Day, 202X** to: Ingo Money Data Incident Settlement, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

13. How will claims be decided?

The Settlement Administrator will decide whether the information provided on the Claim Form is complete and valid. The Settlement Administrator may require additional information from any claimant. If the Settlement Administrator requires additional information from you and you do not provide it in a timely manner, your claim may not be paid at the Settlement Administrator's discretion.

14. When will I get my payment?

The Court will hold a Final Approval Hearing at **: 0 .m. on Month Day, 202X** to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals, and resolving them may take additional time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient. If you have further questions regarding payment timing, you may contact the Settlement Administrator by emailing **EMAIL ADDRESS**.

REMAINING IN THE SETTLEMENT

15. 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 receive Settlement Benefits, you must submit a Claim Form online or postmarked by **Month Day, 202X**.

If you do nothing, you will **not** receive Settlement benefits and you will also give up certain legal rights.

16. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue Ingo for the claims being resolved by this Settlement. The specific claims you are giving up against Ingo and the claims you are releasing are described in the Settlement Agreement, available at **WEBSITE**. The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions about what claims you are giving up and which parties you are releasing, you can talk to the law firms listed in Question 21 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want any benefits from this Settlement, and you want to keep the right to sue Ingo about legal issues resolved by this Settlement, 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.

17. If I exclude myself, can I still get payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be entitled to any Settlement Benefits, but you will not be bound by any judgment in this case.

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

No. Unless you exclude yourself from the Settlement, you give up any right to sue Ingo 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.

19. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Corona-Cantu v. Ingo Money, Inc.*, Case No. 1:24-cv-03023 (N.D. Ga.). Your letter must also include your full name, current address, telephone number, email address, and signature. You must mail your exclusion request postmarked no later than **Month __, 202X** to:

Ingo Money Data Incident Settlement
Attn: Exclusions
P.O. Box 58220
Philadelphia, PA 19102

Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs are not permitted.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as “Settlement Class Counsel” or “Class Counsel” to represent the Settlement Class:

| Class Counsel | |
|--|--|
| <p>Tyler J. Bean Siri & Glimstad LLP 745 Fifth Avenue, Suite 500 New York, NY 10151</p> | <p>MaryBeth Gibson Gibson Consumer Law Group, LLC 4279 Roswell Road NE Suite 208 – 108 Atlanta 30342-3700</p> |

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

21. How will Class Counsel be paid?

Class Counsel will ask the Court to approve a Fee Award of up to one-third (33.3%) of the gross Settlement Value (\$1,528,880). Class Counsel will also seek reimbursement of the costs and expenses incurred in connection with the prosecution of this matter up to \$30,000. Class Counsel will also seek a Service Award in the amount of \$2,500 for the Class Representative. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can object to the Settlement if you do not like or agree with the Settlement or some part of it. You can give reasons to the Court why you think the Court should not approve the Settlement. The Court will consider your views before deciding.

Objections must include:

- i. the objector’s full name and address;
- ii. the case name and docket number— Corona-Cantu et al., v. Ingo Money, Inc., Case No. 1:24-CV-03023-MHC (N.D. Ga.);
- iii. a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable and any supporting documents;
- iv. the identity of any and all counsel representing the objector in connection with the objection;

- v. a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing and a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- vi. a list of any other objections submitted by the Settlement Class Member and their counsel (if he or she is represented by counsel) to any class actions submitted in any court, whether state, federal, or otherwise, in the previous five (5) years; and
- vii. the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

Objections must be filed with the Court and copies of the objection mailed with a postmark date no later than **OBJECTION DEADLINE to Class Counsel, Defendant’s Counsel, and the Settlement Administrator:**

| Clerk of the Court | |
|--|--|
| Clerk of the Court Richard B. Russell Federal Building & United States Courthouse 2211 United States Courthouse 75 Ted Turner Drive, SW Atlanta, GA 30303-3309 | |
| Class Counsel | Class Counsel |
| Tyler J. Bean Siri & Glimstad LLP 745 Fifth Avenue, Suite 500 New York, NY 10151 | MaryBeth Gibson Gibson Consumer Law Group, LLC 4279 Roswell Road NE Suite 208 – 108 Atlanta 30342-3700 |
| Defendant's Counsel | Settlement Administrator |
| Marc E. Williams, Nelson Mullins Riley & Scarborough, LLP 949 Third Avenue, Suite 200 Huntington, WV 25701 | Ingo Money Data Incident Settlement Attn: Objections P.O. Box 58220 Philadelphia, PA 19102 |

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

Any Settlement Class Member who fails to submit a timely Objection per the terms of the Settlement Agreement, the Long Notice, and as otherwise ordered by the Court, shall not be treated as having filed a valid Objection to the Settlement and shall forever be barred from raising any objection to the Settlement. An objecting Settlement Class Member has the right, but is not required to, attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court, as well as serve notice on Class Counsel and Defendant’s Counsel by the **Objection Deadline**.

23. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself

from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Approval Hearing at **TIME**, on **DATE**, in Courtroom **XX** located at **INSERT COURT ADDRESS**. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's Fee Award of up to one-third of the gross Settlement Value (\$1,528,880), plus reimbursement of costs and expenses incurred up to \$30,000, and a service award in the amount of \$2,500 for the Class Representative.

The Court will take into consideration any timely sent written objections and may also listen to anyone who has requested to speak at the hearing (*see* Question 22).

25. 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 the Final Approval Hearing at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

26. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 22 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

27. What happens if I do nothing?

If you do nothing, you will not receive any Settlement Benefits. If the Court approves the Settlement, and you do nothing, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Ingo or Released Parties about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

28. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at **WEBSITE**, or by writing to Settlement Administrator:

Ingo Money Data Incident Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
EMAIL ADDRESS

29. How do I get more information?

For more information, please visit [WEBSITE](#) or call toll-free [1-XXX-XXX-XXXX](#). You can also contact the Settlement Administrator by mail or email.

Please do not call the Court or the Clerk of the Court for additional information.

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

JENNIE CORONA-CANTU, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

INGO MONEY INC.,

Defendant.

Case No. 1:24-cv-03023

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is *Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement (Doc. No. 16)* (the "Motion"), the terms of which are set forth in the Settlement Agreement between Plaintiff and Defendant Ingo Money, Inc. ("Ingo Money") (collectively, referred to herein as the "Parties"), which is attached as **Exhibit 1** to the *Joint Declaration in Support of Preliminary Approval* submitted with *Plaintiff's Memorandum of Law in Support of their Unopposed Motion for Preliminary Approval of Class Action Settlement* (the "Settlement Agreement").¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

All individuals in the United States who received notice of the Data Security Incident from Ingo Money, either through letter or email, in or around late June, early July, and early August of 2024. The Settlement Class specifically excludes: (i) Ingo Money and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (iii) the Judge and Magistrate Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads nolo contendere to any such charge.

Pursuant to Federal Rule of Civil Procedure 23(e)(1), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds, for settlement purposes, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representative seeks similar relief as the claims of the Settlement Class Members; (d) the Class Representative will fairly and adequately protect the interests of the

Settlement Class as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representatives and Settlement Class Counsel.**

The Court finds that Plaintiff Jennie Corona-Cantu will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class Representative. Additionally, the Court finds that Tyler J. Bean, Siri & Glimstad LLP and MaryBeth V. Gibson, Gibson Consumer Law Group, LLC satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as Settlement Class Counsel pursuant to Rule 23(g)(1).

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and, accordingly, is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good

faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, that the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2025, at Courtroom 1907, United States District Court, 75 Ted Turner Driver SW Atlanta, Georgia 30303-3309, where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees,

Costs, and Expenses should be approved pursuant to Fed. R. Civ. P. 23(h); and (f) whether a Service Award should be awarded to the named Class Representative.

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

2. **Notice.** The proposed notice program set forth in the Settlement Agreement and Claim Form and the notices attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

3. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving notice to the Settlement Class as described in the notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the

terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Federal Rule of Civil Procedure 23(c); and (e) and meet the requirements of the Due Process Clause(s) of the United States and Georgia Constitutions. The Court further finds that the notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the notice program in conformance with the Settlement Agreement.

4. **Class Action Fairness Act Notice.** Within ten (10) days after the filing of this Settlement Agreement with the Court, the Settlement Administrator, acting on behalf of Defendant, shall have served or caused to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b).

5. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely and appropriately submit valid written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the notice. The written notice must (a) state a full name, address, and telephone

number; (b) contain the Settlement Class Member's signature; and (c) state the Settlement Class Member's intent to be excluded from the Settlement Class and Settlement. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Date, which is no later than sixty (60) days from the date on which the notice program commences, and as stated in the notice.

The Settlement Administrator shall promptly furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

Objections and Appearances. A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the notice. The Long Notice and the Settlement Website shall instruct Settlement Class Members who wish to object to the Settlement Agreement to send their written objections to the Settlement

Administrator at the address indicated in the Long Notice, and to file their objection with this Court. The Long Notice shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Date.” Any such notices of an intent to object to the Settlement Agreement must be written and (i) the objector’s full name and address; (ii) the case name and docket number—*Corona-Cantu et al., v. Ingo Money, Inc.*, Case No. 1:24-CV-03023 (N.D. Ga.); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable and any supporting documents; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing and a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (vi) a list of any other objections submitted by the Settlement Class Member and their counsel (if he or she is represented by counsel) to any class actions submitted in any court, whether state, federal, or otherwise, in the previous five (5) years; and (vii) the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. An objecting Settlement Class Member has the right, but is not required to, attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval

Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court, as well as serve notice on Class Counsel and Defendant's Counsel by the Objection Date.

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

12. **Claims Process.** Settlement Class Counsel and Ingo Money's counsel have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the notice.

The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim

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

6. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; (c) there is no Effective Date; or (d) otherwise consistent with the terms of the Settlement Agreement. In such event, (a) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with

respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and (c) 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*.

14. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

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

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

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

SETTLEMENT TIMELINE

| | |
|---|--|
| <u>From Order Granting Preliminary Approval</u> | |
| CAFA Notice to State and Federal officials | +10 days after filing Motion for Preliminary Approval |
| Defendant provides Settlement Class List to the Settlement Administrator | +14 days after Preliminary Approval |
| Defendant will cause to be deposited \$1,178,880 into the Settlement Administration Fund | +21 days after Preliminary Approval |
| Settlement Website Active | +30 days after Preliminary Approval |
| Notice Commencement Date | +30 days after Preliminary Approval |
| <u>From Notice Date</u> | |
| Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives' Service Awards | +45 days after Notice Commencement Date |
| Objection Date | +60 days after Notice Commencement Date |
| Opt-Out Date | +60 days after Notice Commencement Date |
| Opt-Out List; Objection List | +7 days after Opt-Out Date and Objection Date |
| Claims Deadline | +90 days after Notice Commencement Date |
| <u>Final Approval Hearing</u> | No less than + 120 days after Preliminary Approval Order |

| | |
|---|--|
| Motion for Final Approval | -14 days before Final Approval Hearing |
| Settlement Administrator Provide to Court Notice of Opt-Outs and/or Objections | -14 days before Final Approval Hearing |
| <u>Final Approval</u> | |
| Effective Date | +30 days, assuming no appeals or objections (<i>see</i> ¶ ___ for definition) |
| Settlement Administrator Payment of Attorneys' Fees and Expenses to Class Counsel | +10 days after Effective Date |
| Settlement Administrator disburses monetary benefit to Settlement Class Members | + 21 days after Effective Date |
| Settlement Administrator provides CMIS instructions to Settlement Class Members | +30 days after Effective Date |
| Settlement Administrator mail Settlement Payments | +90 days after Effective Date |
| Settlement Website Deactivation | +90 days after Effective Date |

SO ORDERED THIS _____ DAY OF _____, 2024.

Hon. Mark H. Cohen
United States District Court Judge

EXHIBIT D

If you are an individual in the United States who received notice of the November 2023 Data Security Incident from Ingo Money, a class action settlement may affect your rights.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

For more information about the Settlement, how to submit a Claim Form, how to request exclusion from the Settlement, and how to object to the Settlement, please visit [WEBSITE](#) or call toll-free 1-XXX-XXX-XXXX.

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

A proposed settlement has been reached in a lawsuit entitled *Corona Cantu et al. v. Ingo Money, Inc.*, Case No. 1:24-cv-03023-MHC (N.D. Ga.), relating to the alleged cyberattack that occurred on or about November 3, 2023, in which cybercriminals breached Ingo Money's computer and information systems and accessed private information belonging to current and former customers ("Data Incident"). Defendant denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that the Defendant has violated any laws, but rather the resolution of disputed claims.

Am I Included? Yes. Defendant's records indicate your information may have been involved in the Data Incident.

Settlement Benefits. The Settlement provides for the creation of a Settlement Fund in the amount of \$1,178,880 to pay (i) Settlement Administration costs; (ii) Taxes/Tax-Related Expenses; (iii) Service Awards; (iv) Fee Award and Expenses; (v) Credit Monitoring and Identity Services; and (vi) the Settlement Benefits elected by Settlement Class Members who submit valid and timely Settlement Claims. The Defendant will also make \$350,000 in business practice changes (for a total Settlement Value of \$1,528,880). The following Settlement Benefits are available to the Settlement Class:

- **Documented Loss Payment:** Up to \$5,000.00 for documented losses related to the Data Incident; **OR**
- **Cash Award:** *Pro rata* share of the Post Loss Payment Net Settlement Fund. No documentation is required; **AND**
- **Three (3) years of Credit Monitoring and Insurance Services**

How Do I Receive Settlement Benefits? Settlement Class Members must submit a Claim Form online at **WEBSITE** by mailing a completed Claim Form postmarked no later than **DEADLINE** to the Settlement Administrator. If you do not submit a Claim Form, you will not receive any Settlement Benefits.

What Are My Options? If you **do nothing** or **submit a Claim Form**, you will not be able to sue or continue to sue the Defendant about the claims resolved by this Settlement. If you **exclude yourself**, you will not receive any Settlement Benefits, but you will keep your right to sue the Defendant in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can **object** to the Settlement. The deadline to exclude yourself from the Settlement or to object to the Settlement is **DEADLINE**. Visit **WEBSITE** for complete details on how to exclude yourself from, or object to, the Settlement.

The Final Approval Hearing. The Court will hold a Final Approval Hearing at **TIME**, on **DATE**, in Courtroom **XX** located at **INSERT COURT ADDRESS**. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's Fee Award of up to one-third of the gross Settlement Value (\$1,528,880), plus reimbursement of costs and expenses incurred up to \$30,000, and a service award in the amount of \$2,500 for the Class Representative. If there are objections, the Court will consider them.

This Notice is only a Summary. For additional information, please visit [WEBSITE](#) or call toll-free 1-XXX-XXX-XXXX.