

**IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF ALABAMA
 (Southern Division)**

| | | |
|--|---|------------------------------------|
| TERESA MADKIN, individually and |) | |
| on behalf of similarly situated |) | |
| individuals, |) | |
| |) | |
| PLAINTIFF, |) | |
| |) | |
| vs. |) | Case No.: 2:21-cv-01177-AMM |
| |) | |
| AUTOMATION PERSONNEL |) | CLASS ACTION |
| SERVICES, INC. |) | |
| |) | |
| DEFENDANT. |) | |

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into on the date of mutual execution by their attorneys, by and among Teresa Madkin (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (as defined in Paragraph 25), and Automation Personnel Services, Inc. (“APS” or “Defendant”) subject to Court approval as required by RULE 23 of the FEDERAL RULES OF CIVIL PROCEDURE. Settlement Class Representative and APS enter into this agreement by and through their respective counsel. As provided herein, APS and the Settlement Class Representative hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a final order and judgment, all claims of the Settlement Class Representative and the Settlement Class that have or could have been asserted

against APS in the action titled *Teresa Madkin, individually and on behalf of similarly situated individuals v. Automation Personnel Services, Inc.*, Case No. 2:21-cv-1177-AMM, pending in the United States District Court for the Northern District of Alabama, Southern Division (the “Litigation”),¹ shall be settled and compromised upon the terms and conditions contained herein. The Settlement Class Representative and Defendant collectively are referred to herein as the “Parties.”

I. RECITALS

A. This litigation arises from a security incident (the “Incident”), as described in this subparagraph and as defined below. On November 17, 2020, APS became aware of unusual activity on its servers and immediately began an investigation, which discovered the Incident stemmed from a ransomware attack. APS, with the assistance of an IT vendor, was able to fully restore its systems from backup data. APS thereafter engaged legal counsel and third-party forensic specialists to conduct a comprehensive forensic investigation into the Incident and the data potentially impacted. APS discovered certain files were potentially accessed by unknown actors and began a full and diligent review of the potentially accessed

¹ The Litigation was previously consolidated with the matter titled *Daniel Hayes and Katrina Nash, on behalf of themselves and all others similarly situated v. Automation Personnel Services, Inc.*, Case No. 2:21-cv-859-AMM in the United States District Court for the Northern District of Alabama (the “Hayes Matter”). The Hayes Matter’s complaint was dismissed with prejudice by order of the Court prior to this Settlement Agreement.

data to determine what information was present and to whom it related. After completing a review of that data, APS engaged a vendor to provide notification to all individuals potentially impacted by the Incident. On or about March 16, 2021, APS began providing written notice of the Incident to potentially affected individuals, including Plaintiff. Notice was ultimately provided to 299,253 individuals. The types of information impacted included name, date of birth, Social Security numbers, and financial account information.

B. On July 26, 2021, Plaintiff filed the Litigation in the Circuit Court for Jefferson County, Alabama against Defendant asserting claims on behalf of herself and all others similarly situated arising out of the Incident. On August 26, 2021, APS removed the Litigation to the United States District Court for the Northern District of Alabama.

C. Defendant filed a Motion to Dismiss Plaintiff's Class Action Complaint on September 1, 2021. On October 12, 2021, Plaintiff filed an Unopposed Motion to Amend Complaint in response in opposition to Defendant's motion. On October 13, 2021, the Court granted Plaintiff's Motion to Amend Complaint and denied Defendant's Motion to Dismiss as moot. On October 14, 2021, Plaintiff filed her First Amended Class Action Complaint. On October 25, 2021, Defendant filed a Motion to Dismiss Plaintiff's First Amended Class Action Complaint, to which Plaintiff filed a response in opposition on November 15, 2021. Defendant replied to

same on November 22, 2021. On June 10, 2022, the Court held a hearing on Defendant's Motion to Dismiss and thereafter ordered limited supplemental briefing. The Parties filed supplemental briefing on June 24, 2022. On July 8, 2022, Defendant filed a response to Plaintiff's supplemental briefing. On September 27, 2022, the Court granted Defendant's Motion to Dismiss Plaintiff's First Amended Class Action Complaint, granting leave to file an amended complaint. On October 26, 2022, Plaintiff filed a Second Amended Class Action Complaint. On November 22, 2022, Defendant filed a Motion to Dismiss Plaintiff's Second Amended Class Action Complaint, to which Plaintiff filed a response in opposition on December 19, 2022. Defendant replied to same on December 29, 2022. The Court entered an Order on April 17, 2023, dismissing Claim IV of Second Amended Class Action Complaint with prejudice and otherwise denying Defendant's Motion to Dismiss. On May 1, 2023, Defendant filed an Answer to Plaintiff's Second Amended Class Action Complaint. The Parties thereafter agreed to pursue mediation before an independent private mediator.

D. Throughout the Litigation, and prior to and after the mediation, Class Counsel (as defined in Paragraph 3) conducted an examination and investigation of the facts and law relating to the matters set forth in the Complaint and engaged in numerous discussions with Defendant's counsel regarding the claims therein, including but not limited to, the discovery described above. On August 30, 2023, in

preparation for the mediation, Class Counsel requested APS produce certain documents including incident responses/forensic reports, reports disclosing statistics about the nature and scope of the comprised data, APS data retention policies in effect at the time of the breach and any changes thereafter, and the results of all data compliance audits conducted in the three years prior to the breach. Defendant sent its own request for documents on September 6, 2023. The Parties produced certain documents in accordance with a mediation confidentiality agreement.

E. On September 20, 2023, the Parties participated in a mediation before Phillip W. McCallum of SCHREIBER ADR. Mr. McCallum is a well-known mediator with extensive experience in mediating federal class action lawsuits, including class actions. As outlined immediately above, prior to the mediation, the Parties engaged in discussions and the exchange of information preparing for mediation, including written communications and separate conversations with the mediator. The formal mediation session occurred on September 20, 2023, and lasted more than eight (8) hours. Following the September 20th session, the Parties continued to negotiate over the next several weeks and reached an understanding in principle on November 17, 2023.

F. The Parties did not discuss attorneys' fees during the mediation, or at any time prior to agreeing to the essential terms of the Parties' Settlement (as defined in Paragraph 22) and notified the Court of the progress towards resolution on

November 10, 2023 by filing a Joint Motion to Extend Deadlines.

G. On November 17, 2023, the Parties reached an understanding in principle concerning the essential terms of a proposed settlement for the Litigation requiring submission of a final settlement agreement to the Court for preliminary approval.

H. The Parties now agree to settle the Litigation in its entirety, without any admission of liability, with respect to all Released Claims (as defined in Paragraph 66) of the Settlement Class. The Parties intend this Agreement to bind the Settlement Class Representative, Defendant, and all Settlement Class Members (as defined in Paragraph 25) who do not timely and properly exclude themselves from the Settlement.

I. NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, it is hereby stipulated and agreed by the Parties that the Litigation be settled, compromised, and dismissed on the merits and with prejudice as to Defendant, subject to Court approval as required by FEDERAL RULES OF CIVIL PROCEDURE 23, on the following terms and conditions:

II. DEFINITIONS

In addition to the terms defined at various points within this Agreement, the following defined terms apply throughout this Agreement:

1. “Claims Deadline” means ninety (90) days after the Notice Deadline.
2. “Claim Form” or “Claim” means the form Settlement Class Members must submit to be eligible for relief under the terms of the Settlement. The proposed Claim Form, which may be modified for formatting purposes, is attached hereto as Exhibit A.
3. “Class Counsel” refers to the following attorneys who are counsel for Plaintiff and seek to be appointed as counsel for the Settlement Class: Eric J. Artrip and D. Anthony Mastando (MASTANDO & ARTRIP) and Richard Rouco (QUINN, CONNOR, WEAVER, DAVIES & ROUCO, LLP).
4. “Court” refers to the United States District Court Judge for the Northern District of Alabama, Southern Division, or such other court to whom the Litigation may be assigned.
5. “Days” means calendar days, except, when computing any period of time prescribed or allowed by this Agreement, does not include the day of the act, event, or default from which the designated period of time begins to run. Further, when computing any period of time prescribed or allowed by this Agreement, “Days” includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.
6. “Effective Date” means ten (10) days after which all of the following

events have occurred: (a) Class Counsel and Defendant’s counsel have executed this Agreement; (b) the Court has entered a Final Judgment; and (c) the time in which to seek review, rehearing, or appeal of the Final Judgment has expired without any review, rehearing or appeal having been sought or taken, i.e., thirty (30) days after entry of the Final Judgment, or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired.

7. “Final Approval” means the date that the Court grants final approval of the Settlement and determines the amount of fees and expenses to be awarded to Class Counsel (as defined in Paragraph 64). In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.

8. “Final Judgment” means the final judgment and order of dismissal to be entered by the Court upon Final Approval that is the same in all material respects as set forth in Section X.

9. “Incident” means the November 2020 data security incident otherwise described in paragraph I(A), above.

10. “Lost Time” means time reasonably spent by Settlement Class Members dealing with the effects or perceived effects of the Incident.

11. “Notice” means the forms of notice to be disseminated to Settlement Class Members informing them, inter alia, about this Agreement; their rights to participate in the Settlement; to opt-out, or to object to same; and to appear at the Final Approval Hearing (as defined in Paragraph 49), and instructing them on how to submit a Claim. Notice shall be substantially in the form of the Postcard Notice and Long Form Notice forms attached as Exhibits B and C, respectively, to this Agreement and approved by the Court.

12. “Notice Deadline” means thirty (30) days after entry of the Preliminary Approval Order (as defined in Paragraph 49).

13. **“Notice Program” means the plan for disseminating Notice, as set forth in this Agreement, which consists of: (i) a direct-mail postcard notice to those Settlement Class Members for whom Defendant can ascertain a mailing address from its records with reasonable effort, as updated using a National Change of Address database (“Mail Notice”) and (ii) notice posted on the Settlement Website (as defined in Paragraph 27). The forms of notice shall be substantially in the Postcard Notice and Long Form Notice forms attached as Exhibits B and C, respectively, to this Agreement and approved by the Court. The Notice Program shall be effected in substantially the manner provided in Section IX.**

14. “Objection Deadline” means sixty (60) days after the Notice Deadline.

15. “Opt-Out Deadline” means sixty (60) days after the Notice Deadline.

16. **“Out-of-Pocket Loss” means any out-of-pocket loss or unreimbursed charge or expense that is fairly traceable to the Incident, which was incurred between November 17, 2020 and the date of the Notice (of this Settlement), and which has not already been fully reimbursed by Defendant or any other third party, which would include without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members must submit Reasonable Documentation (as defined in Paragraph 20) for all Out-of-Pocket Losses.**

17. “Personally Identifiable Information” or “PII” means identifiable information including, without limitation, name, address, telephone number, date of birth, Social Security number, driver’s license or identification card number, financial information, payment card account numbers, expiration dates, card verification values, health information, medical information, medical treatments, dates of service, diagnosis codes, medical account information, and insurance information potentially compromised as a result of the Incident. “Personally

Identifiable Information” or “PII” includes, without limitation, all protected health information (“PHI”) defined under the Health Insurance Portability and Accountability Act.

18. “Plaintiff’s Counsel” refers to the attorneys of record who have appeared on behalf of and as counsel for the Plaintiff in this Litigation.

19. “Qualified Settlement Fund” means the account maintained and/or managed by the Settlement Administrator to hold the Settlement Fund.

20. “Reasonable Documentation” means documentation submitted by a Settlement Class Member in support of an Out-of-Pocket Loss Claim, which tends to show that the Out-of-Pocket Loss in question is fairly traceable to the Incident. Non-exhaustive examples of Reasonable Documentation include credit card statements, bank statements, invoices, official governmental correspondence, and receipts. A Valid Claim, as defined below, other than a request for Lost Time, cannot be supported solely by a personal certification, declaration, or affidavit from the claimant or the claimant’s representative(s), but such information may be considered with other Reasonable Documentation.

21. “Releasing Parties” means the Settlement Class Representatives, all Settlement Class Members who do not timely and properly exclude themselves by “opting out” from the Settlement, and each of their respective heirs, assigns, beneficiaries, and successors.

22. “Settlement” means the settlement into which the Parties have entered to resolve the Litigation. The terms of the Settlement are as set forth in this Agreement, including the exhibits hereto.

23. “Settlement Administrator” means Angeion Group.

24. “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement by a Settlement Class Member eligible to recover benefits under the terms of this Settlement Agreement.

25. “Settlement Class Members” or “Settlement Class” means all persons who fall within the settlement class definition set forth in Paragraph 31.

26. “Settlement Fund” means a non-reversionary common fund to be established by Defendant in the amount of One Million Three-Hundred and Seventy-Five Thousand Dollars (\$1,375,000.00), which shall be deposited into the Qualified Settlement Fund as set forth in Paragraph 19.

27. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following issuance of the Preliminary Approval Order (as defined in Paragraph 49), but prior to the commencement of the Notice Program, as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Notice, the Preliminary Approval Order, the Claim Form, the Complaint, and such other documents as Class Counsel and

Defendant agrees to post, or that the Court orders posted, on the website. The Settlement Website shall include an “Important Dates” section that prominently lists the notable dates and deadlines concerning the Settlement, as set forth herein. The URL of the Settlement Website, if available, shall be **www.APSSettlement.com**. If this URL is unavailable, the Settlement Website URL will be agreed upon by Class Counsel and Defendant. Settlement Class Members shall be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least fifteen (15) days after the Claims Deadline.

28. “Taxes and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by a 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 of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendant with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

29. “Unknown Claims” means any of the Released Claims (as defined in Section XI) that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and

release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiff intends to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Final Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80, et seq., Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20- 7-11), 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.

The Releasing Parties have read and understand California Civil Code § 1542, and expressly acknowledge and agree that any and all rights under §1542 of the California Civil Code, other than any rights specifically reserved by law or regulation, are waived.

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

30. “Valid Claims” means Settlement Claims in an amount approved by the Settlement Administrator or found to be valid through the claims processing.

III. SETTLEMENT CLASS

31. For settlement purposes only, the Parties agree that the Court should certify the following Settlement Class pursuant to FED. R. CIV. P. 23(b)(2) and 23(b)(3), defined as:

All persons residing in the United States or its territories whose personally identifiable information was identified as potentially being impacted in the November 2020 data security incident announced by Automation Personnel Services, Inc. in March 2021 (the “Nationwide Class”).

If for any reason whatsoever this Settlement is not finalized or the Settlement as detailed in this Agreement is not finally approved by the Court, the certification

of the Settlement Class shall be void, and the Parties and the Litigation will return to the status as it existed on the date the motion for preliminary approval of the Settlement was filed, and no doctrine of waiver, estoppel, or preclusion will be asserted based on this Agreement or the Settlement terms contained herein, in any proceedings, in support of or in response to any motion seeking class certification, or otherwise asserted at any other stage of the Litigation or in any other proceeding.

32. Excluded from the Settlement Class is any judges presiding over this Litigation, their immediate family members, and any members of the judges' judicial staff, the officers and directors of Defendant and their immediate family members, Class Counsel and their immediate family members, and persons who timely and validly request exclusion from the Settlement Class, and the legal representatives of each of these excluded categories of persons.

33. For settlement purposes only, Class Counsel shall seek, and Defendant shall not oppose, the appointment of Eric J. Artrip and D. Anthony Mastando (MASTANDO & ARTRIP) and Richard Rouco (QUINN, CONNOR, WEAVER, DAVIES & ROUCO, LLP) as Settlement Class Counsel and Teresa Madkin as settlement class representative ("Settlement Class Representative"). The Settlement Class Representative will move for certification of the Settlement Class contemporaneously with a motion for preliminary approval of the Settlement. Subject to the provisions set forth in Paragraph 31 above, and Paragraph 34 below,

Defendant agrees not to contest certification of the Settlement Class.

IV. NO ADMISSION OF LIABILITY

34. Defendant vigorously disputes the claims alleged in the Litigation and does not by this Agreement or otherwise admit any liability or wrongdoing of any kind. Defendant has agreed to enter into this Agreement solely to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Litigation.

35. Class Counsel and the Settlement Class Representative believe that the claims asserted in the Litigation have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement and the risks associated with the continued prosecution of the Litigation. Class Counsel and the Settlement Class Representative have concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

36. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with this Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment

or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

37. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff Madkin or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; 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 Parties, in the Litigation or in any proceeding in any court, administrative agency, or other tribunal.

V. SETTLEMENT CONSIDERATION

38. **In exchange for Plaintiff's and Settlement Class Members' release of claims as set forth in Section XI, Defendant will provide the following relief as part of the Settlement, as described in further detail below: (i) Payment of \$1.375 million.**

39. Within twenty-one (21) business days after entry of an order granting Preliminary Approval of the Settlement, Defendant will pay Angeion the portion of the Settlement Fund Angeion identifies as necessary to send Notice under the Notice Program, as defined in the Settlement Agreement.

40. Within twenty-one (21) business days after the Effective Date,

Defendant will cause the remaining amount of the Settlement Fund to be paid into the Qualified Settlement Fund, minus any amounts previously paid by Defendant to the Settlement Administrator to cover the costs of Settlement Administration and Notice (which Defendant will pay as required to administer the Settlement after entry of the Preliminary Approval Order), including as described under Paragraph 39. From the Settlement Fund, the Settlement Administrator shall pay all payments of and for all **Valid Claims (including for Out-of-Pocket Losses, Lost Time, and Credit Monitoring)**, all costs of administration of the Settlement and Class Notice, including all costs to carry out the Notice Program; all Taxes and Tax-Related Expenses; the amount of all Valid Claims; and any Fee and Expense Award approved for or awarded to Class Counsel. The Settlement Fund represents the total and sole extent of Defendant's monetary obligations under this Settlement Agreement. Defendant's total payment under the Settlement Agreement, which shall not exceed the amount of \$1,375,000.00 (One Million Three Hundred Seventy-Five Thousand Dollars and No Cents) under any circumstances. The Settlement Administrator shall be responsible for all tax filings with respect to the Settlement Fund and notice required under the Class Action Fairness Act, 28 U.S.C. § 1715. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

Taxes and Tax-Related Expenses relating to the Settlement Fund shall be

timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Settlement Class Representatives or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Settlement Class Representative and participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

41. Settlement Class Members who submit Valid Claims are entitled to the following benefits:

Out-of-Pocket Losses. Settlement Class members who claim they suffered reasonable Out-of-Pocket Losses as a result of the Incident shall be entitled to reimbursement in an amount not to exceed a single payment of Five Thousand Dollars and No Cents (\$5,000.00), subject to the terms and conditions set forth herein and in the Claim Form attached hereto as Exhibit A (“Out-of-Pocket Loss Claimant”). Payments for Out-of-Pocket Loss claims shall be capped at Five Thousand Dollars and No Cents (\$5,000.00) per each eligible Out-of-Pocket Loss

Claimant. To be eligible to receive up to, but not exceeding, Five Thousand Dollars and No Cents (\$5,000.00) pursuant to this subparagraph, an Out-of-Pocket Loss Claimant must submit a valid and timely Claim Form and Reasonable Documentation supporting the claim for Out-of-Pocket Losses on or before the Claims Deadline and otherwise comply with the terms of the Claim Form attached hereto as Exhibit A, and such Claim Form must be approved by the Settlement Administrator. All costs associated with the Out-of-Pocket Loss Claims, including the amounts paid on Valid Claims and administration costs, shall be paid exclusively out of the Settlement Fund.

Lost Time. Subject to the Lost Time restriction set forth in the immediately following subparagraph, Settlement Class members who claim they suffered Lost Time as a result of the Incident can submit a self-verifying statement under penalty of perjury for Lost Time and be reimbursed for up to four (4) hours at Twenty Dollars per hour (\$20/hour), in accordance with the terms and conditions set forth herein and in the Claim Form attached hereto as Exhibit A (“Lost Time Claimant”).

Out-of-Pocket Loss Claimants whose claims meet or exceed the Five Thousand Dollars and No Cents (\$5,000.00) cap for Out-of-Pocket Losses are ineligible to seek relief for Lost Time. Moreover, a Settlement Class Member cannot recover an aggregate amount of more than Five Thousand Dollars and No Cents (\$5,000.00) for their combined Out-of-Pocket Loss Claim and Lost Time Claim. All costs associated with the Lost Time Claims, including the amounts paid on Valid

Claims and administration costs, shall be paid exclusively out of the Settlement Fund.

42. Credit Monitoring. Settlement Class members are eligible to receive one year of single-bureau credit monitoring offered by Angeion.

43. To the extent the total amount of all Valid Claims for Settlement Class Members **(including for Out-of-Pocket Losses, Lost Time, and Credit Monitoring)** at the end of the Claims Period were to exceed the amount in the Settlement Fund after payment of other expenses from the fund (including payments for all costs of administration of the Settlement and Class Notice, including all costs to carry out the Notice Program; all Taxes and Tax-Related Expenses; and any Fee and Expense Award approved by the Court for or awarded to Class Counsel), the cash benefits to each eligible Settlement Class Member with a Valid Claim would be decreased on a pro rata basis. To the extent the total amount of all Valid Claims for Settlement Class Members **(including for Out-of-Pocket Losses, Lost Time, and Credit Monitoring)** at the end of the Claims Period were to be less than the amount in the Settlement Fund after payment of other expenses from the fund (including payments for all costs of administration of the Settlement and Class Notice, including all costs to carry out the Notice Program; all Taxes and Tax-Related Expenses and any Fee and Expense Award approved by the Court for or awarded to Class Counsel), the cash benefits to each eligible Settlement Class

Member with a Valid Claim would be increased on a pro rata basis.

44. All payments for costs of administration of the Settlement and Class Notice, including all costs to carry out the Notice Program and any Fee and Expense Award approved by the Court for or awarded to Class Counsel shall be paid out before the payment of any Valid Claims provided in Paragraphs 40-43, above.

45. Qualified Settlement Fund Status. The monies used to pay the claims authorized in the immediately preceding paragraph, consistent with the separate monetary caps for each category of claims shall constitute a Court-approved Qualified Settlement Fund for federal tax purposes pursuant to Treas. Reg. § 1.468B-1, as necessary. The Settlement Administrator shall be responsible for all administrative, accounting, and tax compliance activities in connection with the monies used to pay the claims and the monies deposited with the Settlement Administrator, including any filing necessary to obtain Qualified Settlement Fund status pursuant to Treas. Reg. § 1.468B-1. Defendant shall provide to the Settlement Administrator any documentation necessary to facilitate obtaining Qualified Settlement Fund status pursuant to Treas. Reg. § 1.468B-1. All taxes on income or interest generated by the monies used to pay the claims, if any, shall be paid out before the payment of any Valid Claims provided in Paragraphs 40-43, above.

VI. DISTRIBUTION PLAN AND CLAIMS PROCESS

46. Settlement Class Members are eligible to receive monetary relief as

provided in Paragraphs 41-42 by submitting a valid and timely Claim Form supported by Reasonable Documentation and/or proper attestation. In order to be deemed timely, Claim Forms must be submitted or postmarked by the Claims Deadline. There will be no obligation to honor or make any payment in connection with any Claim Forms submitted or postmarked after the Claims Deadline, even if such Claim Form otherwise would be valid. The Settlement Administrator will issue all monetary payments to claimants, as provided in Paragraphs 41-42, no later than one hundred eighty (180) days after the Effective Date, in the form of a mailed check. If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Settlement Class Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with the Parties' Counsel.

47. To the extent any claims checks issued to Settlement Class Members for Claims authorized under Paragraph 41 above have not been redeemed or cashed by the one hundred eighty-fifth (185th) day following the mailing of the last Settlement Class Member Claims check, those additional monies corresponding to the unredeemed and uncashed claims checks shall be awarded to Big Sky Bravery, or any other recipient selected by the Court should it request another recipient, in which case the parties will provide the Court with several qualified candidates. No portion of the Settlement Fund shall revert or be repaid to Defendant after the

Effective Date.

48. For each Claim Form submitted, the Settlement Administrator shall verify that each claimant who submits a Claim Form is, in fact, a Settlement Class Member, and shall have the discretion and authority to determine whether and to what extent the claimant is entitled to a cash payment for his or her Claim, based on the submission of a valid and timely Claim Form, any Reasonable Documentation, and the other criteria set forth herein. To the extent the Settlement Administrator determines a Claim Form is deficient in whole or part (including any deficiency relating to the submission of supporting documentation), the Settlement Administrator shall notify the Settlement Class Member of the deficiencies as soon as administratively feasible, but no later than fifteen (15) days after the Claims Deadline, and give the Settlement Class Member fifteen (15) days to cure the deficiencies. Such notice shall inform the Settlement Class Member that he or she can attempt to cure the deficiencies outlined in the notice. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within fifteen (15) days of the determination. The Settlement Administrator may consult with the Parties' Counsel in making such determinations. The determination of the Settlement Administrator as to the validity or permissibility of a claim shall be final and not subject to appeal.

The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

VII. PRELIMINARY APPROVAL

49. Upon execution of this Agreement by the Parties, Class Counsel shall promptly file a motion with the Court seeking an order granting preliminary approval of this Settlement (“Preliminary Approval Order”), substantially in the form attached hereto as Exhibit D. The motion for preliminary approval shall request that the Court: (i) preliminarily approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (ii) provisionally certify the Settlement Class pursuant to FEDERAL RULES OF CIVIL PROCEDURE 23(b)(2), 23(b)(3), and 23(e) for settlement purposes only; (iii) approve the Notice Program set forth herein and approve the form and content of the Notice; (iv) approve the procedures set forth in Section IX for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (v) stay all proceedings in the Litigation unrelated to the Settlement, pending Final Approval of the Settlement; (vi) stay and/or enjoin, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning a Released Claim (as defined in Paragraph 65); (vii) appoint a settlement class representative and settlement class counsel; and (viii) schedule a Final Approval hearing for a time and date convenient for the Court, at which the

Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith and should be finally approved, and determine whether to approve Class Counsel's application for attorneys' fees and expenses ("Final Approval Hearing").

50. The Settlement Administrator shall provide notice of the Settlement to the appropriate state or federal officials in accordance with the Class Action Fairness Act of 2005 ("CAFA").

VIII. SETTLEMENT ADMINISTRATOR

51. The Settlement Administrator shall administer various aspects of the Settlement as provided in Section VIII, and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to: (i) overseeing administration of the funds paid by Defendant to Settlement Class Members for Valid Claims; (ii) providing Mail Notice to Settlement Class Members as described in Section IX; (iii) administering the Claims processes; (iv) approving and disapproving Claims submitted pursuant to the Claim Forms, and (v) distributing cash payments according to the processes and criteria set forth herein and in the exhibits hereto.

52. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, include:

- i. Obtaining from Defendant the name and mailing address of Settlement

Class Members for the purpose of sending Mail Notice to Settlement Class Members to the extent that such information is reasonably available from Defendant's records and updating the addresses using a National Change of Address database;

- ii. Sending out Mail Notice to Settlement Class Members;
- iii. Obtaining from Defendant information necessary to establish a reasonably practical procedure to verify Settlement Class Members;
- iv. Establishing and maintaining a post office box for mailed written notifications of exclusion from the Settlement Class;
- v. Establishing and maintaining a secure Settlement Website allowing access only to the Settlement Class Members, Class Counsel, Defendant's counsel, and the Settlement Administrator;
- vi. Responding to any mailed Settlement Class Member inquiries;
- vii. Processing all written notifications of exclusion from the Settlement Class;
- viii. Providing weekly reports and, no later than ten (10) days after the Opt-Out Deadline, a final report to Class Counsel and Defendant's counsel, that summarizes the number of written notifications of exclusions received that week, the total number of written notifications of exclusions received to date, and other pertinent information as

- requested by Class Counsel or Defendant's counsel;
- ix. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (a) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (b) identifies each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class;
 - x. Reviewing, determining the validity of, approving or disapproving, and responding to all Claims submitted by Settlement Class Members, pursuant to criteria set forth in Section VI and the Distribution and Allocation Plan attached hereto as Exhibit E;
 - xi. After the Effective Date, processing and transmitting distributions to Settlement Class Members in accordance with Section VI and the exhibits attached hereto;
 - xii. Providing weekly reports and a final report to Class Counsel and Defendant's counsel that summarize the number of Claims since the prior reporting period, the total number of Claims received to date, the number of any Claims approved and denied since the prior reporting period, the total number of Claims approved and denied to date, and other pertinent information as requested by Class Counsel or Defendant's counsel; and

xiii. Performing any function related to settlement administration at the agreed-upon instruction of Class Counsel and Defendant's counsel, including, but not limited to, verifying that cash payments have been distributed in accordance with Section VI and the exhibits attached hereto.

53. All costs associated with the Settlement Administrator's provision of the services provided for in this Agreement shall be paid exclusively out of the Settlement Fund.

IX. NOTICE, OPT-OUTS, AND OBJECTIONS

54. Upon issuance of the Preliminary Approval Order regarding the Settlement at the direction of Defendant, the Settlement Administrator will implement the Notice Program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order, but, in any event, the Settlement Administrator will place the Mail Notices for delivery by the Notice Deadline. The Notice will include, among other information: (i) a short and plain statement of the background of the Litigation and description of the nature and scope of Plaintiff's claims; (ii) a description of the Settlement and the relief provided thereunder; (iii) an explanation of the scope and impact of the release provided under the Settlement; (iii) a statement that any relief to Settlement Class Members is contingent on the Court's approval of the Settlement; (iv) the manner and dates by which Settlement

Class Members may object to or opt-out of the Settlement; (v) the date upon which the Final Approval Hearing will occur, if known; and (vi) the web address of the Settlement Website at which Settlement Class Members may access this Agreement, the Claim Form, and other related documents and information concerning the Settlement.

55. The Notice Program has two components: (1) Mail Notice and (2) Notice on the Settlement Website. The Settlement Administrator shall send direct Mail Notice to all Settlement Class Members for whom Defendant can ascertain a mailing address from its records with reasonable effort, as updated through the use of a National Change of Address database. For any Mail Notices that are returned undeliverable with forwarding address information, the Settlement Administrator shall re-mail the Mail Notice to the updated address as indicated. For any Mail Notices that are returned undeliverable without forwarding address information, the Settlement Administrator shall use reasonable efforts to identify updated mailing addresses and shall re-mail the Mail Notice to the extent updated addresses are identified. The Settlement Administrator need make only one attempt to re-mail any Mail Notice that is returned as undeliverable.

56. The Notice shall include a procedure for a Settlement Class Member to exclude himself or herself from (or “opt out” of) the Settlement Class by notifying

the Settlement Administrator in writing of the intent to exclude himself or herself from the Settlement Class. Such written notification must be postmarked no later than the Opt-Out Deadline, as specified in the Notice. The written notification must include: (i) the name of this Litigation; (ii) the individual's name and address; (iii) a statement that he or she wants to be excluded from the Litigation; and (iv) the individual's signature. The Settlement Administrator shall provide the Parties with copies of all opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Class Counsel may move to file under seal with the Court no later than ten (10) days prior to the Final Approval Hearing. Any Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of the Settlement.

57. The Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for the Fee and Expense Award (as defined in Paragraph 69). Objections to the Settlement or to the application for the Fee and Expense Award must be filed electronically with the Court or Settlement Administrator, or mailed to the Clerk of the Court or the Settlement Administrator, Class Counsel, and Defendant's counsel. For an objection to be considered by the Court, the objection must be: (i) electronically filed by the Objection Deadline; or (ii) mailed first-class postage prepaid to the Clerk of Court, or Settlement Administrator, at the addresses provided at the Settlement Website,

and postmarked by no later than the Objection Deadline, as specified in the Notice. For an objection to be considered by the Court, the objection must also set forth the following:

- i. the name of the Litigation;
- ii. the objector's full name, address, email address, and telephone number;
- iii. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- iv. all grounds for the objection, accompanied by any legal support for the objection;
- v. the identity of all counsel who represent the objector, including any former or current counsel who previously represented the objector and may be entitled to compensation for any reason related to the objection to the Settlement or the fee application;
- vi. the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- vii. the number of times in which the objector has objected to a class action settlement within the five (5) years preceding the date on which the objector files the objection, and the caption of each case in which the objector has made such objections, and a copy of any

- orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- viii. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five (5) years preceding the date that the objector files the objection for the ten (10) most recent objections, and the caption of each case in which the counsel or the firm has made such objections;
 - ix. a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and
 - x. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing.

58. The Mail Notice portion of the Notice Program shall be completed by the Notice Deadline, excluding any re-mails for Mail Notices that are returned undeliverable.

59. The Settlement Administrator shall post the Notice on the Settlement Website in the form agreed to by the Parties and approved by the Court. The Notice shall be posted on the Settlement Website by the Notice Deadline.

60. Within ten (10) days after the Notice Deadline, the Settlement Administrator shall provide Settlement Class Counsel and Defendant's counsel with one or more affidavits confirming that the Mail Notice and posting of

Notice on the Settlement Website were completed in accordance with the Parties' instructions and the Court's approval. Class Counsel shall file such affidavit(s) with the Court as an exhibit to or in conjunction with Settlement Class Representative's motion for final approval of the Settlement.

61. All costs and expenses associated with providing Notice to Settlement Class Members and the implementation of the Notice Program including, but not limited to, the Settlement Administrator's fees, shall be paid exclusively out of the Settlement Fund.

X. FINAL JUDGMENT

62. Settlement Class Representative's motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. By no later than thirty (30) days after the Notice Deadline, Plaintiff shall file a motion for final approval of the Settlement and a motion for the Fee and Expense Award. By no later than seven (7) days prior to the Final Approval Hearing, the Parties shall file responses, if any, to any Settlement Class Member objections, including any objections to the requested attorneys' fees and expense reimbursement, and to file additional papers in support of the Settlement.

63. At the Final Approval Hearing, the Court will consider Settlement Class Representatives' motion for final approval of the Settlement, and Class Counsel's

application for the Fee and Expense Award (as defined in paragraph 69). In the Court's discretion, the Court also may hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the application for the Fee and Expense Award, provided the objectors filed timely objections that meet all of the requirements listed in Paragraphs 56-57, above.

64. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Judgment granting final approval of the Settlement, and whether to approve Class Counsel's request for the Fee and Expense Award (as defined in Paragraph 69). The proposed Final Judgment that will be filed with the motion for final approval shall be in a form agreed upon by Settlement Class Counsel and Defendant's counsel. Such proposed Final Judgment shall, among other things:

- i. Determine that the Settlement is entered into in good faith; is fair, adequate, and reasonable; and is in the best interests of the Settlement Class;
- ii. Determine that the Settlement includes no admission of liability by Defendant;
- iii. Determine payment of a Service Award to named Plaintiff (as defined in paragraph 70).
- iv. Finally certify the Settlement Class for settlement purposes only;
- v. Determine that the Notice provided under the Notice Program satisfied

- Due Process requirements and RULE 23 by providing due, adequate, and sufficient notice to the Settlement Class;
- vi. Dismiss the Litigation with prejudice;
 - vii. Bar and enjoin the Releasing Parties from asserting any of the Released Claims, as set forth in Section XI, including during the pendency of any appeal from the Final Judgment;
 - viii. Release Defendant from the Released Claims, as set forth in Section XI;
 - ix. Reserve the Court's continuing and exclusive jurisdiction over Defendant and all Settlement Class Members (including all objectors), to administer, supervise, construe, and enforce this Agreement in accordance with its terms; and
 - x. Contain a finding that, during the course of the Litigation, the Parties and their respective counsel at all times complied with the requirements of RULE 11 of the FEDERAL RULES OF CIVIL PROCEDURE and all other similar laws relating to the institution, prosecution, defense, and/or settlement of this Litigation.

XI. RELEASES

65. As of the Effective Date, the Releasing Parties, each on behalf of himself or herself and on behalf of his or her respective spouses, children, heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully

and irrevocably released and forever discharged Automation Personnel Services, Inc., which includes its present and former direct and indirect, domestic and foreign parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and for each of them the present and former directors, officers, employees, agents, insurers or reinsurers, shareholders, attorneys, advisors, consultants, data security consultants or servicers, data security monitors or compliance providers, vendors, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors, and assigns (collectively the “Released Parties”), jointly and severally, of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Incident that were or could have been alleged in the Litigation, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of: (i) the exposure, compromise, or disclosure of Settlement Class Members’ PII; (ii) Defendant’s maintenance, retention, storage, and destruction of Settlement Class Members’ PII; (iii) Defendant’s information security policies, procedures, and practices or training; and (iv) Defendant’s notice of the Incident to Settlement Class Members (the

“Released Claims”).

66. For the avoidance of doubt, the Released Claims include any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the California Business & Professions Code § 17200 et seq., California Civil Code § 1750 et seq., California Civil Code § 1798.80 et seq., California Civil Code § 56.10 et seq., and any similar statutes or data breach notification statutes in effect in the United States or in any state in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence per se, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on trade practices provided for under any state statutes or laws; any causes of action based on privacy rights provided for under the constitutions of the United States or of any state in the United States; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-

judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief. The Released Claims do not include any claims arising from or relating to any conduct by Defendant after the Effective Date.

The Releasing Parties understand that the Releasing Parties are releasing Released Claims that the Releasing Parties may not know about (i.e., “Unknown Claims,” as defined in Paragraph 29). Such a release is the Releasing Parties’ knowing and voluntary intent, even though the Releasing Parties recognize that someday the Releasing Parties might learn that some or all of the facts the Releasing Parties currently believe to be true are not true. Nevertheless, the Releasing Parties are assuming that risk and the Releasing Parties agree that this Agreement shall remain effective in all respects in any such case. The Releasing Parties expressly waive all rights the Releasing Parties might have under any law that is intended to protect the Releasing Parties from waiving Unknown Claims (as defined in Paragraph 29) and the Releasing Parties understand the significance of doing so.

67. The Final Judgment shall contain a finding that, during the course of the Litigation, the Parties and their respective counsel at all times complied with the requirements of RULE 11 of the FEDERAL RULES OF CIVIL PROCEDURE and all other similar laws relating to the institution, prosecution, defense, or settlement of this

Litigation. No Party or related person of a Party shall assert any claims for violation of RULE 11 of the FEDERAL RULES OF CIVIL PROCEDURE, or any other similar laws relating to the institution, prosecution, defense, and/or settlement of the Litigation. The Parties agree that the Released Claims are being settled voluntarily, after consultation with an experienced mediator and legal counsel who could assess the strengths and weaknesses of their respective clients' claims or defenses.

68. Upon entry of the Final Judgment, the Releasing Parties and Defendant shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties, Plaintiff, and their counsel, or based on any actions taken by any of the Released Parties, Plaintiff, or their counsel that are authorized or required by this Agreement or by the Final Judgment. It is further agreed that the Settlement may be used as a complete defense to any proceeding subject to this section.

XII. ATTORNEYS' FEES AND EXPENSES

69. Defendant agrees that Class Counsel may seek an award of attorneys' fees, costs, and expenses in this action, subject to Court approval. Class Counsel will request an award of attorneys' fees and reimbursement of litigation costs and expenses not to exceed not to exceed twenty-five percent (25%) of the Settlement Fund, or Three Hundred Forty-Three Thousand Seven Hundred Fifty Dollars (\$343,750.00) (collectively, the "Fee and Expense Award"). Class Counsel asserts

that the Fee and Expense Award represents fair compensation to Class Counsel for the risks they undertook in commencing and prosecuting the Litigation on a contingency basis, and for the benefits obtained for and conferred upon Plaintiffs and the Settlement Class through prosecution of the Litigation and negotiation of the Settlement. The Fee and Expense Award paid to Class Counsel shall be paid exclusively out of the Settlement Fund.

70. Within ten (10) business days of the later of (i) the Effective Date, (ii) a final order approving Class Counsel's Fee and Expense Award, or (iii) after the time for seeking rehearing, appellate or other review of the Fee and Expense Award, or (iv) Defendant's payment into the Qualified Settlement Fund as contemplated in Paragraph 40, the Settlement Administrator shall pay to MASTANDO & ARTRIP the Court-approved attorneys' fees, costs, and expenses. In the event that the amount of the Fee and Expense Award awarded by the Court is reduced on appeal, the Settlement Administrator shall pay only the reduced amount of the Fee and Expense Award awarded by the Court. The payment of the Fee and Expense Award awarded by the Court shall be made through a wired deposit by the Settlement Administrator into the attorney client trust account for MASTANDO & ARTRIP. After the Settlement Administrator has distributed the Fee and Expense Award, Class Counsel shall solely be responsible for allocating the Fee and Expense Award to any counsel that contributed to the prosecution and/or settlement of the Litigation.

71. The finality or effectiveness of the Settlement and this Agreement will not be dependent on the allocation and distribution of the Fee and Expense Award among counsel that contributed to the prosecution and/or settlement of the Litigation. Any disputes regarding the allocation and distribution of the Fee and Expense Award will be handled by and among Class Counsel and any counsel that contributed to the prosecution and/or settlement of the Litigation.

72. In the event the Court declines to approve, in whole or in part, the payment of the Fee and Expense Award that Class Counsel requests, the remaining provisions of this Agreement shall remain in full force and effect. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the Fee and Expense Award shall constitute grounds for cancellation or termination of this Agreement.

XIII. TERMINATION

73. Defendant shall have the right to, in its sole discretion, terminate the Agreement if more **than 1,000 Settlement Class Members submit** valid requests to opt out of the Settlement Class. In no event will Class Counsel, the Settlement Class Representative, Defendant's corporate officers, or Defendant's counsel encourage Class Members to opt-out of the Settlement Class.

74. This Settlement may be terminated by the Settlement Class Representative or Defendant by serving on counsel for the opposing Parties and

filing with the Court a written notice of termination within fourteen (14) days (or such longer time as may be agreed between Class Counsel and Defendant's counsel) after any of the following occurrences:

- i. Class Counsel and Defendant's counsel all agree to termination before the Effective Date;
- ii. The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement;
- iii. An appellate court reverses the Final Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand;
- iv. The Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the Preliminary Approval Order, the proposed Final Judgment, or the Settlement; or
- v. The Effective Date does not occur.

75. In the event of a termination, as provided in Paragraphs 73 or 74, or if the Court disapproves, rejects, or alters any of the Settlement terms contained in this Agreement for any reason, this Agreement shall be considered null and void, and the certification for settlement purposes of the Settlement Class will be vacated; all of the Parties' obligations under the Agreement shall cease to be of any force and effect,

and the Parties shall return to the status quo ante in the Litigation as of **the filing of the motion for preliminary approval of this Settlement**; and the Settlement Administrator will promptly return to Defendant the Settlement Fund, minus any costs incurred to date by the Settlement Administrator for settlement administration or Notice. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

XIV. MISCELLANEOUS

77. Destruction of Confidential Documents. Consistent with all confidentiality agreements in the Litigation, the originals and all copies of all confidential documents and/or information subject to all confidentiality agreements ("Confidential Information") shall be returned to the producing party within thirty (30) days after the Effective Date. The parties may agree in writing that certain Confidential Information may be destroyed in lieu of being returned. Nothing in the Agreement shall require attorney work product or pleading files to be returned or destroyed, provided that any such retained materials remain subject to the terms of the confidentiality agreement.

78. Change of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court, or by written agreement of Class Counsel and Defendant's counsel and as approved by the Court, without notice to Settlement Class Members.

The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

79. Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular, and to the singular shall also mean the plural, whenever the context so indicates.

80. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

81. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

82. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

83. Integration. This Agreement (along with any Exhibits attached hereto) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party

hereto, except as provided for herein (and in any Exhibits attached hereto).

84. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

85. Governing Law. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Alabama, without regard to the principles thereof regarding choice of law.

86. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile, DocuSign, or through email of an Adobe PDF shall be deemed an original.

87. Jurisdiction. The Court shall retain 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 jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall

also retain jurisdiction over all questions and/or disputes related to the Notice Program 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.

88. Notices. All notices to Class Counsel provided for herein, shall be sent by overnight mail to:

D. Anthony Mastando
Eric J. Artrip
MASTANDO & ARTRIP, LLC
301 Holmes Ave. NE, Ste. 100
Huntsville, AL 35801
tony@mastandoartrip.com
artrip@mastandoartrip.com

Richard P. Rouco
QUINN, CONNOR, WEAVER, DAVIES & ROUCO, LLP
2 – 20th Street North, Ste. 930
Birmingham, AL 35203
rrouco@qcwdr.com

All notices to Defendant provided for herein, shall be sent by overnight mail to:

Claudia McCarron
Jordan O'Donnell
MULLEN COUGHLIN LLC
426 W. Lancaster Ave., Ste. 200
Devon, PA 19333
cmccarron@mullen.law

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide

each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

89. Authority. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

90. No Construction Against Drafter. This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

91. Conditional Payments. It is not the purpose of this Settlement to shift responsibility of medical care in this matter to the Medicare program pursuant to 42 U.S.C. Sec. 1395y(b). Instead, this settlement is intended to resolve a dispute between the parties. The Plaintiff and Settlement Class Members have been advised and fully understand that conditional payments, if any, are the responsibility of the Plaintiff and Settlement Class Members, or their representatives, and must be satisfied out of these settlement proceeds. The Plaintiff and Settlement Class Members and/or their estates agree to investigate and assume any responsibility and/or liability to pay any current Medicare liens, Medicare Advantage Plan liens, Medicaid liens and/or private health insurance liens that may be related to the injuries in question. Further, Plaintiff and Settlement Class Members and/or their

estate agree to pay any future Medicare, Medicare Advantage Plan, Medicaid and/or private health insurance liens that may arise that are determined to be related to this injury. Settlement Counsel will agree to withhold sufficient funds from the settlement to fully satisfy any and all Medicare, Medicare Advantage plan, Medicaid, private health insurance, or any other liens that may exist. In the event such liens (Medicare, Medicare Advantage Plan, Medicaid, private health insurance, or any other liens that may exist) do exist, Settlement Counsel must provide APS with a copy of any and all correspondence reflecting that such liens have been fully satisfied.

92. Hold Harmless. Settlement Counsel agrees to indemnify, defend and hold the Released Parties harmless from any action by Medicare seeking payment of past, current, or future medical expenses for Plaintiff or any Settlement Class Members. Settlement Counsel shall further hold the Released Parties harmless from any and all adverse consequences in the event this settlement results in the loss of right to Social Security and/or Medicare benefits to the extent Plaintiff or Settlement Class Members would have been entitled to those benefits in the absence of this Release.

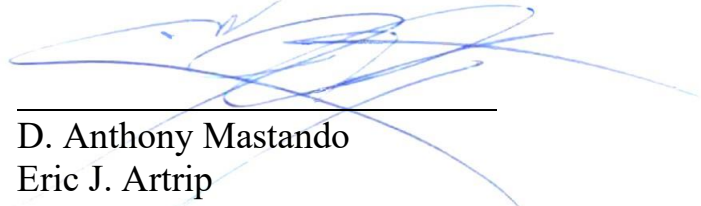
IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed by their duly authorized attorneys.

Plaintiff



Teresa Madkin

Counsel for Plaintiff



D. Anthony Mastando
Eric J. Artrip
MASTANDO & ARTRIP, LLC
301 Holmes Ave. NE, Ste. 100
Huntsville, AL 35801
P: (256) 532-2222
F: (256) 513-7489
tony@mastandoartrip.com
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Richard P. Rouco
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Direct: 205-918-7430
rrouco@qcwdr.com

Counsel for Defendant



Claudia McCarron
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426 W. Lancaster Ave., Ste. 200
Devon, PA 19333
Phone: (267) 930-4787
cmccarron@mullen.law

EXHIBIT A

Madkin v. Automation Personnel Services, Inc.
Case No.: 2:21-cv-1177-AMM

CLAIM FORM

ATTENTION:

This Claim Form¹ is to be used to apply for benefits from the Settlement with Automation Personnel Services, Inc. (“APS” or “Defendant”) of claims arising from a security incident occurring in November 2020, in which data containing personally identifiable information (“PII”) located on APS’ computer systems were potentially accessed by an unknown and unauthorized actor (the “Incident”). To recover as part of this Settlement, you *must* provide the information requested in this Claim Form for each applicable claim. PLEASE BE ADVISED that any documentation you provide, as detailed below, must be submitted with this Claim Form to be considered.

This Claim Form should be used to make claims for the following benefits under the Settlement Agreement: (1) Payment for Out-of-Pocket Losses fairly traceable to the Incident, (2) Payment for attested Lost Time spent remedying issues related to the Incident (not to exceed up to four (4) hours), and (3) Credit Monitoring provided by the Settlement Administrator. For further information on each, please see the notice you have received or visit www.APSSettlement.com.

All claims should be filed online with the APS Settlement Administrator or mailed to: APS SETTLEMENT ADMINISTRATOR, 1659 Arch St., Ste. 2210, Philadelphia, PA 19103 and must be postmarked by _____ date.

| Class Member & Claimant Information | | |
|---|------------------------|-----------|
| Class Member First Name | Middle Initial | Last Name |
| Mailing Address (Street, PO Box, Suite or Office Number, as applicable) | | |
| City | State | Zip Code |
| (____) _____ - _____ Telephone Number (including Area Code) | _____ Email Address | |

¹ Note that any capitalized terms not defined herein shall have the meanings ascribed to them in the Settlement Agreement, which is available at www.APSSettlement.com. Additionally, to the extent there are any conflicts or inconsistencies between this form and the Settlement Agreement, the terms of the Settlement Agreement shall govern.

To make a claim under any of the claims categories specified below, you must first affirm the following:

If you can affirm one of the foregoing, you may submit a claim under any or all of the claims categories specified below that you qualify for:

| |
|---|
| Claim Category A: Out-of-Pocket Losses |
|---|

I affirm that I incurred Out-of-Pocket Losses fairly traceable to the Incident, which have not been reimbursed and were incurred between November 2020 and the date I received Notice of the Settlement.

-AND-

I affirm that I have documentation of my Out-of-Pocket Losses referenced in the preceding paragraph, and I have submitted such documentation with this Claim Form.

-AND-

I affirm that the information that I provide in the following table is accurate to the best of my knowledge.

| Loss Type | Date(s) of Loss | Amount You Actually Paid | Description of Supporting Documents (Identify what you are attaching and why) |
|---|-----------------|--------------------------|---|
| <i>I had unreimbursed expenses because of the Incident for:</i> | | | |
| <i>Description of cost and explanation of how the Incident caused the cost to be incurred</i> | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |

CERTIFICATION

I understand that my claim(s) contained in this Claim Form, based on the information provided above and the documentation submitted with this Claim Form, will be subject to verification.

By submitting this Claim Form, I hereby also declare under penalty of perjury under the law of the United States of America that the information provided in this Claim Form and in any documentation that I drafted and submitted with this Claim Form is true and correct. I further certify that any documentation that I have submitted in support of my claim(s) on this Claim Form consists of unaltered documents in my possession.

Yes, I understand that I am submitting this Claim Form and the affirmations it makes under the penalty of perjury. I further understand that my failure to check this box may render my Claim null and void.

Claimant Signature: _____ Date: _____

Printed Name: _____

EXHIBIT B

**MADKIN v. AUTOMATION
PERSONNEL SERVICES, INC.**

Case No. 2:21-cv-01177-AMM

If you are a person residing in the United States or its territories whose personally identifiable information was identified as potentially being impacted in the November 2020 data security incident announced by Automation Personnel Services, Inc. in March 2021, a proposed Class Action Settlement may affect your rights.

For more information about the proposed Settlement, including how to file a claim form, request exclusion from the Settlement, or object to the Settlement, and the deadlines to exercise these options, please visit www.APSSettlement.com or call 1-XXX-XXX-XXXX.

APS Settlement
c/o Claims Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

A Settlement Agreement has been reached in a class action lawsuit (the "Lawsuit") against Automated Personnel Services, Inc. ("APS" or "Defendant") of claims arising from a security incident occurring in November 2020, in which data containing personally identifiable information ("PII") located on APS' computer systems were potentially accessed by an unknown and unauthorized actor (the "Incident").

Who is Included? You are a member of the Settlement Class if you are a person residing in the United States or its territories whose personally identifiable information was identified as potentially being impacted in the November 2020 data security incident announced by Automation Personnel Services, Inc. in March 2021 (the "Nationwide Class").

What Does the Settlement Provide? The Settlement provides for reimbursement of up to \$5,000 for documented Out-of-Pocket Losses incurred as a result of the Incident. Settlement Class Members can also seek reimbursement for Lost Time for up to four hours at \$20 per hour and are eligible to receive one year of single-bureau credit monitoring. Visit www.APSSettlement.com for more information about the Settlement benefits.

How Do I Receive Benefits? You must complete and submit a Claim Form online at www.APSSettlement.com no later than **DATE**. You can also download a Claim Form from **WEBSITE** and mail your completed Claim Form, including all required documentation, so it is postmarked no later than **DATE**. Claim Forms are also available by calling 1-XXX-XXX-XXXX or emailing **EMAIL ADDRESS**.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **DATE**. If you do not exclude yourself, you will not be able to sue or continue to sue APS and you will release any claims you may have against APS. If you do not exclude yourself, you may object to the Settlement by **DATE**. Visit **WEBSITE** for complete details on how to exclude yourself from or object to the Settlement.

Do I have a lawyer in this Settlement? The Court has appointed D. Anthony Mastando and Eric J. Artrip (Mastando & Artrip) and Richard P. Rouco (Quinn, Connor, Weaver, Davies & Rouco) as "Class Counsel." Class Counsel will request from the Court an award of attorneys' fees and reimbursement of litigation costs and expenses not to exceed twenty-five percent (25% or \$343,750.00) of the Settlement Fund. Any award of attorneys' fees and costs and expenses are subject to Court approval. You may hire your own separate attorney, but only at your own expense. Class Counsel will also request a service award in the amount of \$2,500 for the named Plaintiff.

The Court will hold a final approval and fairness hearing on DATE at the United States Federal Courthouse, **ADDRESS**. The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class, and to rule on applications for compensation for Class Counsel. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. **You are not required to attend this hearing to benefit from this Settlement**. The hearing may be postponed to a later date, which will be updated on the Settlement Website at www.APSSettlement.com.

Getting More Information. Additional information and documents, including case documents, are available at www.APSSettlement.com or by contacting the Claims Administrator by mail, email, or phone: **APS Settlement, c/o Claims Administrator, 1650 Arch St., Ste. 2210, Philadelphia, PA 19103 • EMAIL ADDRESS • 1-XXX-XXX-XXXX**

EXHIBIT C

Madkin v. Automation Personnel Services, Inc.
Case No.: 2:21-cv-1177-AMM

NOTICE REGARDING RIGHT TO BENEFIT FROM
CLASS ACTION SETTLEMENT

A Settlement Agreement has been reached in a class action lawsuit (the “Lawsuit”) against Automated Personnel Services, Inc. (“APS” or “Defendant”) of claims arising from a security incident occurring in November 2020, in which data containing personally identifiable information (“PII”) located on APS’ computer systems were potentially accessed by an unknown and unauthorized actor (the “Incident”).

As part of this Settlement, eligible Settlement Class Members may receive: (1) Payment for Out-of-Pocket Losses fairly traceable to the Incident, (2) Payment for attested Lost Time spent remedying issues related to the Incident (not to exceed up to four (4) hours), and (3) Credit Monitoring provided by the Settlement Administrator. You must submit a claim using a Claim Form in order to receive any recovery under the Settlement.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT, SO PLEASE READ THIS NOTICE CAREFULLY.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|---|
| FILE A CLAIM | The only way to get benefits under this Settlement. |
| ASK TO BE EXCLUDED | Get no benefits. This is the only option that may allow you to sue Defendant over the claims being resolved by this Settlement. |
| OBJECT | Write the Court about why you do not think this Settlement is fair, reasonable, or adequate. |
| GO TO A HEARING | Ask to speak in Court about the fairness of the Settlement. |
| IF YOU DO NOTHING | Get no benefits. Give up your rights to sue Defendant about the legal claims in this case. |

- **Your rights and options – and the deadlines to exercise them – are explained in this notice.**
- The Court still must decide whether to approve the Settlement. No payments will be made until after the Court grants final approval of the Settlement and all appeals, if any, are resolved.
- *Note that any capitalized terms not defined herein shall have the meanings ascribed to them in the Settlement Agreement. Additionally, to the extent there are any conflicts or inconsistencies between this form and the Settlement Agreement, the terms of the Settlement shall govern.*

1. What is this Lawsuit about?

In the Lawsuit, Plaintiff brings claims against Defendant for negligence; negligence per se; and violation of Alabama Deceptive Trade Practices Act (ALA CODE 1975 § 8-19-1 *et seq.*).

Defendant denies any wrongdoing and denies all claims asserted against it in the Lawsuit. Both sides have agreed to settle the Lawsuit to avoid the cost, delay, and uncertainty of litigation.

You can read Plaintiff’s Class Action Complaint, the Settlement Agreement, and other case documents, as well as download a Claim form, at www.APSSettlement.com.

2. Potentially Accessed.

In a class action, a Settlement Class Representative (in this case, Plaintiff Teresa Madkin), sues on behalf of a group (or a “Class”) of people. Here, the Settlement Class Representative sued on behalf of people whose personally identifiable information (“PII”) was stored by Defendant and potentially accessed as a result of the cyber-breach or data incident experienced by Defendant in November 2020.

3. Why is there a settlement?

To avoid the cost, risk and delay of litigation, the Parties reached a Settlement as to the claims of Plaintiff and the Settlement Class.

4. How do I know if I am a part of the settlement?

For settlement purposes, the Court has certified a Settlement Class consisting of all people who meet the following definition:

All persons residing in the United States or its territories whose personally identifiable information was identified as potentially being impacted in the November 2020 data security incident announced by Automation Personnel Services, Inc. in March 2021 (the “Nationwide Class”).

5. What relief is available to Settlement Class Members and how do I receive benefits?

To obtain a recovery, you must submit a Claim Form along with Reasonable Documentation and/or a proper attestation. This is the only way to get a payment or receive the identity theft protection and information monitoring services being offered by Defendant. Settlement Class Members who submit a valid and timely Claim Form, accompanied by proper documentation, may be entitled to the following forms of relief:

Category A

Out-of-Pocket Losses. Settlement Class members who claim they suffered reasonable Out-of-Pocket Losses as a result of the Incident shall be entitled to reimbursement in an amount not to exceed a single payment of Five Thousand Dollars and No Cents (\$5,000.00), subject to the terms and conditions set forth herein and in the Claim Form. Payments for Out-of-Pocket Loss claims shall be capped at Five Thousand Dollars and No Cents (\$5,000.00) per each eligible Out-of-Pocket Loss Claimant. To be eligible to receive up to, but not exceeding, Five Thousand Dollars and No Cents (\$5,000.00) pursuant to this subparagraph, an Out-of-Pocket Loss Claimant must submit a valid and timely Claim Form and Reasonable Documentation supporting the claim for Out-of-Pocket Losses on or before the Claims Deadline and otherwise comply with the terms of the Claim Form.

Category B

Lost Time. Settlement Class members who claim they suffered Lost Time as a result of the Incident can submit a self-verifying statement under penalty of perjury for Lost Time and be reimbursed for up to four (4) hours at Twenty Dollars per hour (\$20/hour), in accordance with the terms and conditions set forth herein and in the Claim Form.

Category C

Credit Monitoring. Settlement Class members are eligible to receive one year of single-bureau credit monitoring offered by Identity Theft Guard Solutions, Inc. d/b/a IDX, a ZeroFox Company (“IDX”).

You can download the Claim Form at www.APSSettlement.com and either file it online with the Claims Administrator or mail it to:

APS SETTLEMENT ADMINISTRATOR
1659 Arch St., Ste. 2210
Philadelphia, PA 19103

6. What am I giving up to receive these benefits?

By staying in the Class, all of the Court’s Orders will apply to you, and you will give Defendant a “release.” A release means you cannot sue or be part of any other lawsuit against

Defendant concerning the claims or issues in this Lawsuit (relating to the Incident), and you will be bound by the Settlement. The specific claims you are giving up against Defendant, its affiliates, and related persons or entities are called “Released Claims.” The Released Claims are described in Section XI of the Settlement Agreement, which is available at www.APSSettlement.com. The Settlement Agreement describes the Released Claims with specific and accurate legal descriptions, so please read it carefully.

7. Do I have a lawyer in this case?

To represent the Class, the Court has appointed D. Anthony Mastando and Eric J. Artrip (Mastando & Artrip) and Richard P. Rouco (Quinn, Connor, Weaver, Davies & Rouco) as “Class Counsel.” You can contact Class Counsel at:

D. Anthony Mastando, Esq.
Eric J. Artrip, Esq.
MASTANDO & ARTRIP, LLC
301 Holmes Ave. NE, Ste. 100
Huntsville, AL 35801
P. (256) 532-2222
F. (256) 513-7489
tony@mastandoartrip.com
artrip@mastandoartrip.com

Richard P. Rouco, Esq.
QUINN, CONNOR, WEAVER, DAVIES & ROUCO, LLP
2 – 20th Street North, Ste. 930
Birmingham, AL 35203
P. (205) 870-9989
F. (205) 918-7430
rrouco@qcwdr.com

For litigating the case and negotiating the Settlement, Class Counsel will request from the Court an award of attorneys’ fees and reimbursement of litigation costs and expenses not to exceed twenty-five percent (25%) or \$343,750.00 of the Settlement Fund (collectively, the “Fee and Expense Award”). Any award of attorneys’ fees and costs and expenses are subject to Court approval. You may hire your own separate attorney, but only at your own expense.

8. I don’t want to be part of this case. How do I ask to be excluded?

If you don’t want a payment or the credit monitoring service offered by this Settlement, and you want to keep the right to sue Defendant about issues relating to the Incident, then you must take steps to get out of the Settlement. This is called “excluding” yourself or “opting out” of the Settlement Class.

To exclude yourself, you must send a letter by mail that (i) states your full name, address and telephone number, (ii) contains your signature or the signature of the person authorized by law

to sign on behalf of you, and (iii) states unequivocally that you intend to be excluded from the Settlement Class and from the Settlement. You must mail your exclusion request, postmarked no later than [Opt-Out Deadline], to:

APS SETTLEMENT ADMINISTRATOR
1659 Arch St., Ste. 2210
Philadelphia, PA 19103

9. How do I object to the Settlement?

Any Settlement Class Member who has not requested to be excluded from the Settlement Class may object to the Settlement. In order to exercise this right, you must submit your objection to the Court and to the Claims Administrator. Your objection must include (i) the name of this Litigation; (ii) your full name and address; (iii) a statement that you want to be excluded from the Litigation; and; (iv) your signature. If you wish to object to the proposed Settlement, you must mail or hand-deliver written objections to the Settlement (“Objections”) to the Settlement Administrator or Court. Alternatively, you or your counsel may file Objections with the Court through the Court’s electronic case filing (“ECF”) system, with service on Class Counsel and Defendant’s Counsel made through the ECF system. Objections also must be postmarked or electronically filed with the Claims Administrator or Court on or before _____ (date).

The Claims Administrator’s address is: APS SETTLEMENT ADMINISTRATOR, 1659 Arch St., Ste. 2210, Philadelphia, PA 19103.

The address of Class Counsel is:

D. Anthony Mastando, Esq.
Eric J. Artrip, Esq.
MASTANDO & ARTRIP, LLC
301 Holmes Ave. NE, Ste. 100
Huntsville, AL 35801
P. (256) 532-2222
F. (256) 513-7489
tony@mastandoartrip.com
artrip@mastandoartrip.com

Richard P. Rouco, Esq.
QUINN, CONNOR, WEAVER, DAVIES & ROUCO, LLP
2 – 20th Street North, Ste. 930
Birmingham, AL 35203
P. (205) 870-9989
F. (205) 918-7430
rrouco@qcwdr.com

Final Approval and Fairness Hearing

The Court will hold a final approval and fairness hearing on _____ date at the United States Federal Courthouse, _____. The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class, and to rule on applications for compensation for Class Counsel. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. **YOU ARE NOT REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT.** The hearing may be postponed to a later date, which will be updated on the Settlement Website at www.APSSettlement.com

FOR MORE INFORMATION

Additional information and documents, including case documents, are available at www.APSSettlement.com or by contacting the Claims Administrator.

PLEASE DO NOT CALL THE COURT, THE JUDGE, DEFENDANT, OR THEIR COUNSEL WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
(Southern Division)**

| | | |
|---|---|------------------------------------|
| TERESA MADKIN, individually and on behalf of similarly situated individuals, |) | |
| |) | |
| |) | |
| PLAINTIFF, |) | |
| |) | |
| vs. |) | Case No.: 2:21-cv-01177-AMM |
| |) | |
| AUTOMATION PERSONNEL SERVICES, INC. |) | CLASS ACTION |
| |) | |
| DEFENDANT. |) | |

**ORDER CERTIFYING A SETTLEMENT CLASS,
PRELIMINARY APPROVING CLASS ACTION SETTLEMENT,
AND DIRECTING NOTICE TO SETTLEMENT CLASS**

This matter came before the Court on Plaintiff’s Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class (Doc. _____).

On July 26, 2021, Plaintiff filed the Litigation in the Circuit Court for Jefferson County, Alabama against Defendant asserting claims on behalf of herself and all others similarly situated arising out of a security incident occurring in November 2020, in which data containing personally identifiable information (“PII”) located on APS’ computer systems were potentially accessed by an unknown and unauthorized actor (the “Incident”).

According to the Complaint, these claims arise out of a security incident

impacting Defendant on or about November 24, 2020, when Defendant experienced an intrusion into its system by an external individual (the “Incident”). The information that may have been disclosed in the Incident possibly included sensitive information about the Plaintiff and Class members, including name, date of birth, Social Security numbers, and financial account information. Through its investigation into the Incident, Defendant identified approximately 299,253 individuals were potentially impacted by the Incident.

Throughout the Litigation, and prior to and after the mediation, Class Counsel conducted an examination and investigation of the facts and law relating to the matters set forth in the Complaint and engaged in numerous discussions with Defendant’s counsel regarding the claims therein, including but not limited to, discovery. In or around August 30, 2023, in preparation for the mediation, Class Counsel requested APS produce certain documents including incident responses/forensic reports, reports disclosing statistics about the nature and scope of the comprised data, APS data retention policies in effect at the time of the breach and any changes thereafter, and the results of all data compliance audits conducted in the three years prior to the breach. Defendant sent its own request for documents on September 6, 2023. The Parties produced certain documents in accordance with a mediation confidentiality agreement.

On September 20, 2023, the Parties participated in a mediation before Phillip

W. McCallum of SCHREIBER ADR, an experienced and respected mediator. The parties, through their counsel, have agreed to settle this action, pursuant to the terms of the Settlement Agreement and Release, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the settlement, which, if approved, will result in dismissal of this action with prejudice.

Having reviewed the Settlement Agreement and Release, including the exhibits attached thereto (together, the “Settlement Agreement” or “Settlement”), and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs’ Motion for Preliminary Approval is granted as set forth herein.¹

1. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

For settlement purposes only and pursuant to FEDERAL RULES OF CIVIL PROCEDURE 23(a), (b)(2), (b)(3), and (e), the Court provisionally certifies a class in this matter defined as follows:

All persons residing in the United States or its territories whose personally identifiable information was identified as potentially being impacted in the November 2020 data security incident announced by Automation Personnel Services, Inc. in March 2021.

Excluded from the Settlement Class is any judges presiding over this Litigation, their immediate family members, and any members of the judges’ judicial staff, the officers and directors of Defendant and their immediate family members, Class

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as defined in the Settlement Agreement, which was filed with Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class.

Counsel and their immediate family members, and persons who timely and validly request exclusion from the Settlement Class, and the legal representatives of each of these excluded categories of persons.

The Court provisionally finds, for settlement purposes only, 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 common to the Settlement Class; (c) the claims of the Settlement Class Representative are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representative and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representative has no interest in antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter 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; (f) a class action and class settlement is superior to the other methods available for a fair and efficient resolution of this case; and (g) final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.

2. SETTLEMENT CLASS REPRESENTATIVE AND SETTLEMENT CLASS COUNSEL

Teresa Madkin is hereby provisionally designated and appointed as the

Settlement Class Representative. The Court provisionally finds that the Settlement Class Representative is similarly situated to absent Settlement Class Members and, therefore, typical of the Class, and that she will be an adequate Settlement Class Representative.

The Court finds that D. Anthony Mastando and Eric J. Artrip (MASTANDO & ARTRIP) and Richard P. Rouco (QUINN, CONNOR, WEAVER, DAVIES & ROUCO, LLP) are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel pursuant to FEDERAL RULE OF CIVIL PROCEDURE 23(g).

3. PRELIMINARY SETTLEMENT APPROVAL

Upon preliminary review, the Court finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

4. JURISDICTION

The Court finds that it has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2), and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(a).

5. FINAL APPROVAL HEARING

A Final Approval Hearing shall be held on the afternoon of _____, 2024 in Courtroom _____ of the United

States Federal Courthouse, _____, to determine, among other things, whether: (1) this matter should be finally certified as a class action for settlement purposes pursuant to FEDERAL RULES OF CIVIL PROCEDURE 23(a), (b)(2), (b)(3), and (e); (2) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to FEDERAL RULE OF CIVIL PROCEDURE 23(e); (3) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (4) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; and (5) the application of Settlement Class Counsel and Plaintiff's Counsel for an award of attorneys' fees, costs, and expenses (the "Fee Request") should be approved pursuant to FEDERAL RULE OF CIVIL PROCEDURE 23(h).

Plaintiff's motion for final approval of the Settlement shall be filed with the Court by _____. Settlement Class Counsel's Attorneys' Fee Request shall be filed with the Court by _____. By no later than _____, the parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or the Fee Request.

6. ADMINISTRATION

The Court appoints Angeion Group as the Settlement Administrator, with responsibility for class notice and class administration. All costs of administration of the Settlement, including all costs to carry out the Notice Program, shall be made

exclusively from the Settlement Fund.

7. NOTICE TO THE CLASS

The Proposed Notice Program set forth in the Settlement Agreement, and the (1) Mail Notice (attached to the Settlement Agreement as Exhibit B) and (2) Notice on the Settlement Website (www.APSSettlement.com) satisfy the requirements of FEDERAL RULE OF CIVIL PROCEDURE 23(c)(2)(B) and (e)(1), and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

By _____, 2024, the Settlement Administrator shall complete the Notice Program, which shall be completed in the manner set forth in the Settlement Agreement.

8. FINDINGS CONCERNING NOTICE

The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Section VII of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice under the circumstances to the Settlement Class; (b) is reasonably calculated to apprise Settlement Class Members of: (i) the nature of this action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a Settlement Class Member may enter an appearance through an attorney if the

member so desires; (v) that the Court will exclude from the Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under FEDERAL RULE OF CIVIL PROCEDURE 23(c); (c) is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meets all applicable requirements of law, including FEDERAL RULE OF CIVIL PROCEDURE 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

9. CLASS ACTION FAIRNESS ACT NOTICE

The Settlement Administrator has timely served or has caused to be served (or shall timely serve or cause to be served) a notice of the proposed Settlement on appropriate state officials in accordance with the requirements under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b).

10. EXCLUSION FROM CLASS

Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the

Notice, postmarked no later than _____, 2024. The written notification must include the individual's name and address; a statement that he or she wants to be excluded from the Action; and the individual's signature.

The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Settlement Class Counsel may move to file under seal with the Court no later than _____, 2024.

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement. If Final Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement Agreement. All Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

11. OBJECTIONS AND APPEARANCES

A Settlement Class Member who complies with the requirements of this

paragraph may object to the Settlement or the Fee Request, and must do so no later than _____, 2024.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is (a) electronically filed by the Objection Deadline; or (ii) mailed first-class postage prepaid to the Clerk of Court or Settlement Administrator at the addresses provided at the Settlement Website, and postmarked by no later than the Objection Deadline, as specified in the Notice, by _____, 2024. For an objection to be considered by the Court, the objection must also set forth the following:

- i. the name of the Litigation;
- ii. the objector's full name, address, email address, and telephone number;
- iii. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- iv. all grounds for the objection, accompanied by any legal support for the objection;
- v. the identity of all counsel who represent the objector, including any former or current counsel who previously represented the objector and may be entitled to compensation for any reason related to the

- objection to the Settlement or the fee application;
- vi. the identity of all counsel representing the objector who will appear at the Final Approval Hearing;
 - vii. the number of times in which the objector has objected to a class action settlement within the five (5) years preceding the date on which the objector files the objection, and the caption of each case in which the objector has made such objections, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
 - viii. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five (5) years preceding the date that the objector files the objection for the ten (10) most recent objections, and the caption of each case in which the counsel or the firm has made such objections;
 - ix. a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and
 - x. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing.

Any Settlement Class Member who fails to substantially comply with the provisions in this Paragraph may waive and forfeit any and all rights he or she may

have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the Release in the Settlement Agreement if Final Judgment is entered. The Court retains the right to allow objections in the interest of justice.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement or the Fee Request.

If Final Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement or the Fee Request.

12. CLAIMS PROCESS AND DISTRIBUTION AND ALLOCATION PLAN

The Settlement Class Representative and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid claim form. The Court preliminarily approves the plan for remuneration described in Exhibit A of the Settlement Agreement, and directs that the Settlement Administrator

effectuate the distribution of settlement consideration according to the terms of the Settlement Agreement, should Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a claim form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If Final 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 Settlement Agreement, the Release included in the Settlement Agreement, and the Final Judgment.

13. TERMINATION OF THE SETTLEMENT

This 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 immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

14. USE OF ORDER

This Order shall be of no continuing force or effect if Final 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, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representatives 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 he, she, or it may have in this litigation or in any other lawsuit.

15. STAY OF PROCEEDINGS

Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Judgment, or until further order of this Court.

16. 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 Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

17. SUMMARY OF DEADLINES

The preliminary approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

1. Notice Deadline: _____ [30 days after entry of this Order]
2. Motion for Final Approval: _____ [60 days after entry of this Order]
3. Motion for Attorneys' Fees, Costs, and Expenses: _____ [60 days after entry of this Order]
4. Opt-Out and Objection Deadlines: _____ [90 days after entry of this Order]
5. Claims Deadline: _____ [120 days after entry of this Order]
6. Replies in Support of Final Approval and Fee Request: _____ [7 Days prior to the Final Approval Hearing]
7. Final Approval Hearing: the afternoon of _____, 2024 before the Honorable Anna M. Manasco in the United States Courthouse, _____.
8. The dates set in this Order should be used as appropriate in the Notices to the Class.

DONE AND ORDERED this _____ day of _____, 2024.

Honorable Anna M. Manasco
United States District Judge

EXHIBIT E

DISTRIBUTION AND ALLOCATION PLAN

Madkin v. Automation Personnel Services, Inc.

Case No. 2:21-cv-1177-AMM

I. CLAIMS

1. Claim Form.

The Claim Form shall substantially be in the form attached as Exhibit A to the Settlement Agreement. Settlement Class Members who submit a valid Claim Form and Reasonable Documentation for payment for Out-of-Pocket Losses and a proper attestation of their Lost Time for reimbursement as provided for in Paragraph 40 of the Settlement Agreement.

2. Credit Monitoring.

Settlement Class Members are eligible to enroll in one year of Credit Monitoring services offered by the Settlement Administrator. Eligibility to enroll in Credit Monitoring is not dependent on submission of any claim for payment or reimbursement as authorized in the Settlement Agreement. Settlement Class Members who choose to enroll in Credit Monitoring must complete the “Credit Monitoring Services” section on Page 2 of the Claim Form by providing a valid email address or physical address and submit the Claim Form by the Claims Deadline.

II. CLAIMS VALIDATION PROCESS

3. Verification by the Settlement Administrator.

All Claim Forms must be submitted in the manner and by the deadline specified in the Claim Form. The Settlement Administrator, in its sole discretion to be reasonably exercised, will evaluate claims submitted to determine whether: (a) the claimant is a Settlement Class Member; (b) the Claim Form is complete and accurate; (c) the claimant provided the information needed to evaluate the Claim Form; (d) for payment or reimbursement claims as referenced in Paragraphs 40-41 of the Settlement Agreement, the information and Reasonable Documentation submitted, if true, could lead a reasonable person to believe that, more likely than not, the claimant has suffered the loss that is claimed as a result of the Incident; and (e) for claimants requesting Credit Monitoring as referenced in Paragraph 2 above, the Claim Form includes a valid email address or physical address.

4. Determination by the Settlement Administrator.

The Settlement Administrator, in its discretion to be reasonably exercised, will determine the amount any claim for payment or reimbursement as referenced in Paragraphs 40-41 of the Settlement Agreement. The Settlement Administrator’s decision will be final and unappealable.

5. Notification.

If the Settlement Administrator determines claim for payment or reimbursement does not satisfy the requirements established in Paragraph 48 of the Settlement Agreement, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies as soon as administratively feasible, but no later than fifteen (15) days after the Claims Deadline, and give the Settlement Class Member fifteen (15) days to cure the deficiencies. Such notice shall inform

the Settlement Class Member that he or she can attempt to cure the deficiencies outlined in the notice. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within fifteen (15) days of the determination. The Settlement Administrator may consult with the Parties' Counsel in making such determinations. The determination of the Settlement Administrator as to the validity or permissibility of a claim shall be final and not subject to appeal. The Settlement Administrator's decision will be final and unappealable.

Note that any capitalized terms not defined herein shall have the meanings ascribed to them in the Settlement Agreement. Additionally, to the extent there are any conflicts or inconsistencies between this form and the Settlement Agreement, the terms of the Settlement Agreement shall govern.