

**UNITED STATES DISTRICT COURT
DISTRICT OF COLORADO**

Civil Action No. 1:22-cv-01679-RMR-STV

MARITZA RODRIGUEZ, et al.,

Plaintiffs,

v.

PROFESSIONAL FINANCE COMPANY, INC.,

Defendant.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between (i) Professional Finance Company, Inc. (“PFC”) and (ii) Maritza Rodriguez, Jerry Blake, Natalie Willingham, Christopher Schroeder, Ryan McGarrigle, and Marko Skrabo (collectively “Plaintiffs”), both individually and on behalf of the Class, in the case of *Rodriguez v. Professional Finance Company, Inc.*, Case No. 1:22-cv-1679-RMR-STV; United States District Court, District of Colorado. PFC and Plaintiffs are each referred to as a “Party” and collectively as “Parties.”

I. BACKGROUND AND RECITALS

1. On July 6, 2022, Plaintiff Maritza Rodriguez filed a class action lawsuit in the District of Colorado against PFC based on a data security incident PFC experienced in February 2022. Other Plaintiffs also filed complaints against PFC based on the same or similar alleged facts (collectively, “Cases”).
2. On July 21, 2022, Plaintiffs filed a Motion to Consolidate the Cases.
3. On August 25, 2022, Magistrate Judge Scott T. Varholak issued a report and recommendation granting Plaintiffs’ Motion to Consolidate.
4. On September 20, 2022, the Court appointed Jean S. Martin of Morgan & Morgan, Terence R. Coates of Markovits, Stock & DeMarco, LLC, and Joseph M. Lyon of the Lyon Firm as Interim Co-Lead Counsel for the proposed Class.

5. On November 3, 2022, Plaintiffs filed their Consolidated Class Action Complaint (“Complaint”).
6. Over the course of the 15 months following November 3, 2022, the Parties engaged in extensive settlement negotiations, ultimately reaching a settlement in principle on February 26, 2024.
7. Through the Settlement, the Parties have agreed to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims Plaintiffs and Class Members have or may have had against PFC and related persons and entities.
8. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for all Parties.
9. PFC denies all charges of wrongdoing or liability that Plaintiffs, Class Members, or anyone else have asserted in this Litigation or may assert in the future. PFC desires to settle the Litigation to avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally put to rest in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission or evidence of, any wrongdoing or liability.
10. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms herein is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs’ determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Class Members.
11. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and consistent with their respective interests.
12. In consideration of the covenants, agreements, and releases herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiffs, Class Counsel, or the Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions. At times, the word “Settlement” is used to generally describe the Settlement Agreement and implementation of same.

II. DEFINITIONS

As used in this Settlement Agreement, the following terms, including as used above, have the meanings specified below:

13. “**Administrative Expenses**” means expenses and fees of the Settlement Administrator, including but not limited to costs in providing notice, communicating with Class Members, and disbursing payments to the Participating Class Members. Administrative Expenses shall be paid using and through the Settlement Fund.
14. “**Approved Claims**” means complete and timely Claim Forms submitted by Class Members that have been finally approved for payment through the claims process including challenge mechanisms, described below.
15. “**CAFA Notice**” means a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. Sec. 1711, *et seq.* (“CAFA”), to be served upon the appropriate State official in each State where a Class Member resides and the appropriate federal official. Costs for preparation and issuance of the CAFA Notice will be paid through and using the Settlement Fund.
16. “**Claim Form**” means the form that Class Members may submit to obtain compensation and other benefits under this Settlement Agreement substantially in the form of Exhibit A-1 (SSN Subclass) and Exhibit A-2 (Non-SSN Subclass) to this Agreement. A reference to “Claims Forms” is to more than one Claim Form.
17. “**Claims Deadline**” means the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set ninety days after the Notice Deadline (defined below). The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.
18. “**Class Member**” or “**Class Members**” means all individuals who fall within the definition of the “Class” defined below for which this Settlement seeks certification solely for purposes of effectuating the Settlement. A “Participating Class Member” means a Class Member who does not timely elect to be excluded from the Settlement. Plaintiffs are Class Members and Participating Class Members.

19. “**Class Counsel**” means counsel for the Class and includes the following counsel: Jean S. Martin of Morgan & Morgan, Terence R. Coates of Markovits, Stock & DeMarco, LLC, and Joseph M. Lyon of the Lyon Firm.
20. “**Counsel for the Parties**” means both Class Counsel and Defendant’s Counsel, collectively.
21. “**Court**” means Judge Regina M. Rodriguez of the United States District Court for the District of Colorado, or any other judge who shall have jurisdiction over the Litigation.
22. “**Defendant**” or “**PFC**” means Professional Finance Company, Inc.
23. “**Defendant’s Counsel**” means Christopher Wood of Lewis Brisbois Bisgaard & Smith, LLP.
24. “**Effective Date**” means the date when the Settlement Agreement becomes Final, which is 35 days after entry of the Final Approval Order assuming no appeals have been filed. If an appeal is filed, the Effective Date will be 35 days from when the appeal is decided and a final judgment is entered in this case consistent with the material terms of the Settlement Agreement.
25. “**Fee and Expense Application**” means the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees and expenses, as well as Service Awards for the Class Representatives.
26. “**Fee and Expense Award**” means the amount of attorneys’ fees and litigation expenses awarded by the Court to Class Counsel. The Fee & Expenses Award shall be paid using and through the Settlement Fund.
27. “**Final Approval Hearing**” means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, including but not limited to release of the Released Parties, approving the Fee and Expense Award, and approving Service Awards to the Class Representatives.
28. “**Final Approval Order and Judgment**” means an order entered by the Court that:
 - i. Certifies the Class pursuant to Federal Rule of Civil Procedure 23;
 - ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;

- iii. Dismisses Plaintiffs' claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
 - iv. Approves the release provided in Section VII and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
 - v. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
 - vi. Finds that there is no just reason for delay of entry of final judgment with respect to the foregoing and constitutes a final judgment for appeal purposes.
29. “**Data Incident**” or “**Data Breach**” means the cybersecurity incident involving Defendant and occurring on or around February of 2022.
30. “**Litigation**” means the consolidated actions captioned *Rodriguez v. Professional Finance Company, Inc.*, Case No. 1:22-cv-1679; United States District Court, District of Colorado.
31. “**Long Form Notice**” means the notice of settlement that will be posted on the Settlement Website substantially in the form of **Exhibit B** attached.
32. “**Non-SSN Subclass**” and “**Non-SSN Subclass Member**” means all individuals who fall within the definition of the “Class” whose Social Security Numbers were not potentially accessed or implicated in the Data Breach.
33. “**Notice**” or “**Notices**” means the method by which the Settlement Administrator will direct notice of this Settlement to the Class, which is to be provided substantially in the manner set forth in this Settlement Agreement, and consistent with the requirements of Due Process. The primary form of notice under this Settlement will be notice via text message to Class Members for whom Defendant has a cellular number and then via U.S. mail and/or email in the form of the Short Form Notice for Class Members for whom Defendant does not have a cellular number and/or the text message notice is not perfected.
34. “**Objection/Exclusion Deadline**” means the date by which a written objection to this Settlement Agreement or a request for exclusion from this Settlement submitted by a Class Member must be postmarked and/or filed with the Court, which shall be designated as a date approximately ninety days after entry of the Preliminary Approval Order, or such other date as ordered by the Court.
35. “**Plaintiffs**” or “**Class Representatives**” means the named Plaintiffs: Maritza Rodriguez, Jerry Blake, Natalie Willingham, Christopher Schroeder, Ryan McGarrigle, and Marko Skrabo.

36. **“Preliminary Approval Order”** means the Court’s order preliminarily approving the Settlement Agreement, certifying a class for purposes of settlement only (i.e., the Class), and directing notice of the Settlement to the Class Members substantially in the form of the Notice program described below and approved by the Court, and substantially in the form of **Exhibit C** attached.
37. **“Released Claims”** has the meaning ascribed to it in Section VII of this Settlement Agreement.
38. **“Released Parties”** has the meaning ascribed to it in Section VII of this Settlement Agreement.
39. **“Releasor”** or **“Releasers”** shall refer, jointly and severally, and individually and collectively, to Plaintiffs and to Participating Class Members (i.e., Class Members who do not timely exclude themselves from the Settlement by the Objection/Exclusion Deadline), and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.
40. **“Remainder Funds”** means any funds that remain in the Settlement Fund after settlement payments for Approved Claims have been distributed including the monetary allocation for Credit Monitoring and/or Identity Monitoring claims and the time for cashing and/or depositing checks has expired. The Remainder Funds will be sent to one or more court-approved charitable organizations as a *cy pres* distribution. The Parties will jointly recommend the entity or entities to the Court that will be the recipients of the *cy pres* distribution.
41. **“Service Awards”** has the meaning ascribed to it in Section XV of this Settlement Agreement. The Service Awards requested in this matter will be in addition to any other Settlement benefits the Class Representatives may receive. The Service Awards shall be paid for using and through the Settlement Fund.
42. **“Settlement Administrator”** means, subject to Court approval, Kroll Settlement Administration, LLC. The Settlement Administrator shall be paid using and through the Settlement Fund.
43. **“Settlement Fund”** means a settlement fund in the amount of Two Million, Five Hundred Thousand Dollars (\$2,500,000), which includes the Fees and Expense Award, Administrative Expenses, and Service Awards. In no event shall PFC be required to pay more than the Settlement Fund as part of this Settlement. Beyond the Settlement Fund, Defendant shall have no obligation or liability to make further payments or other monetary contributions as part of this Settlement, whether to the Class, to Plaintiffs, Releasers, or Class Counsel.

44. “**Settlement Website**” means a website, www.pfcdatasettlement.com, established and administered by the Settlement Administrator, which shall contain pertinent information about the Settlement, including copies of the material pleadings filed in this Litigation, the Long Form Notice, Short Form Notice, frequently asked questions and responses thereto (“FAQs”), and the Claim Form; deadlines for filing a claim, filing an objection, filing an exclusion request; and the date of the Fairness Hearing. The Settlement Website will remain active until 120 days after the Effective Date. Class Members shall be able to submit Claim Forms via the Settlement Website. The Settlement Website shall remain active through the Claims Deadline.
45. “**Short Form Notice**” is the postcard notice that will be mailed to each Class Member and/or emailed or otherwise transmitted to the Class Members through a Notice program described below and approved by the Court, and substantially in the form of **Exhibit D** attached.
46. “**SSN Subclass**” and “**SSN Subclass Member**” means all individuals who fall within the definition of the “Class” whose Social Security Numbers were potentially accessed or implicated in the Data Breach.

III. CLASS CERTIFICATION

47. For the purposes of the Settlement only, the Parties stipulate and agree that: (1) the Class to be certified for this settlement and for settlement purposes only shall be certified in accordance with the “Class” definition contained herein; (2) Plaintiffs shall represent the Class for settlement purposes and shall be the Class Representatives; and (3) Interim Co-Lead Counsel shall be appointed as Class Counsel.
48. PFC does not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter preliminary or final approval of the Settlement, or if for any other reason final approval of the Settlement does not occur, final approval is successfully objected to, or final approval is successfully challenged on appeal, any certification of any Class will be vacated, unless the Parties agree otherwise in writing, and the Parties will be returned to their positions with respect to the Litigation as if the Settlement Agreement had not been executed. In the event that Final Approval of the Settlement is not achieved: (1) any Court orders preliminarily or finally approving the certification of any class contemplated by this Settlement Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity except when reciting the procedural history of the Litigation; and (2) the Settlement Agreement, including any exhibits, shall not be used or cited thereafter by any person or entity; and (3) the fact of the settlement reflected in this Settlement Agreement, that PFC did not oppose the certification of a Class under this Settlement Agreement, or that the Court preliminarily approved the certification of a Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including

without limitation any contested proceeding, whether this Litigation or other matter, relating to the certification of any class.

49. **Settlement Structure:** The Settlement Fund is non-reversionary. To receive any relief from the Settlement Fund, Class Members, must submit a valid and timely claim to the Settlement Administrator.

50. Subject to Court approval, the following class (“Class”) shall be certified for settlement purposes only:

All persons whose personally identifiable information was identified as included in the Data Breach and to whom notice of the Data Breach was sent.¹

a. The Non-SSN Subclass shall constitute a subclass under this Settlement.

b. The SSN Subclass shall constitute a subclass under this Settlement.

51. Excluded from the Class is PFC and the affiliates, successors, heirs, and assigns of PFC. Excluded also from the Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

52. The Class is comprised of approximately 2,000,000 individuals, with roughly 1,300,000 being SSN Subclass Members and roughly 700,000 being Non-SSN Subclass Members.

53. Through the Notice program approved by the Court, Class Members will be apprised of their rights and interests under the Settlement Agreement, including how to obtain benefits consistent with the settlement structure.

IV. SETTLEMENT OF LITIGATION AND RELEASES OF ALL CLAIMS AGAINST RELEASED PARTIES

54. Final approval of this Settlement Agreement will settle and resolve the Litigation with finality on behalf of the Plaintiffs and the Participating Class Members, and the Released Parties will be released, on the Effective Date, from the Released Claims.

V. SETTLEMENT FUND ALLOCATION

55. **Settlement Benefits**²

¹ “Data Breach” is defined above.

² Settlement benefits will be increased or decreased pro-rata should claims exceed the Maximum Payout under the Settlement, with the Fee and Expense Award, Administrative Expenses, and Service Awards deducted first. Defendant’s non-opposition to the Settlement benefits shall not be

a. The Settlement Fund will make the following compensation available to Participating Class Members who submit valid and timely claim forms, including documentation as specified. Claims will be subject to review for completeness and plausibility by a Settlement Administrator, and Participating Class Members will have the opportunity to seek review by the Parties' Counsel, if they dispute the Settlement Administrator's initial determination. Any amount outstanding in the Settlement Fund after the payment of any Service Awards, Fee and Expense Award, Administrative Expenses, and Settlement benefits to Class Members as identified in subparts (b) and (c) of this Paragraph will be utilized to increase the duration (number of months or years) of Credit Monitoring and Identity Monitoring made available under this Settlement.

b. **Settlement Benefits for SSN Subclass Members:**

1. **Compensation for Losses:** The Settlement Fund will provide compensation for unreimbursed losses, up to a total of \$500 per SSN Subclass Member, upon submission of a claim and supporting documentation, such as the following categories of claimed losses:

- i. Monetary losses may 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 that were incurred on or after the Data Breach through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
- ii. SSN Subclass Members with monetary losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

2. **California Resident Payment:** SSN Subclass Members who were California residents when the Data Breach occurred may submit a Claim Form for an additional benefit of \$50 per SSN Subclass Member as compensation for their statutory claim(s) under the California Consumer Privacy Act ("California Claims"). To be eligible to receive compensation for California Claims, Class Members must attest, under penalty of perjury,

construed as inferring or evidencing the Data Breach caused Class Members economic or non-economic damage or that Defendant endorses the benefits offered.

that they were residents of California at the time of the Data Breach. To redeem this \$50 payment, Class Members need not submit any documentation (“California Payment”).

3. **Credit Monitoring:** SSN Subclass Members may claim for 24 months of Identity Defense Complete (“Credit Monitoring”). Documentation is not required to receive this benefit.

c. **Settlement Benefits for Non-SSN Subclass Members:**

1. **Identity Monitoring:** Non-SSN Subclass Members may claim for 24 months of Identity Defense Plus (“Identity Monitoring”). Documentation is not required to receive this benefit.

56. **Settlement Funding Timing:**

- a. By the later of forty-five (45) days after the Preliminary Approval Order or August 26, 2024, PFC will pay \$200,000 to the Settlement Fund. These funds are to be used solely to pay Administrative Expenses.
- b. PFC will pay the remainder of the Settlement Fund minus the Fee and Expense Award by the later of 30 days after the Effective Date or February 26, 2025.
- c. Class Counsel’s Fee and Expense Award will be paid by the later of 180 days after the Effective Date or August 26, 2025.
- d. The Settlement Fund will be maintained by an escrow agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1, et seq., of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account.

57. **Procedure for Approving Settlement**

- a. **Unopposed Motion for Preliminary Approval of the Settlement by the Court.** Plaintiffs will file an unopposed motion for an order conditionally certifying the Class, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class notice and Claim Form (the “Unopposed Motion for Preliminary Approval”).
 - i. At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Class and preliminarily approving the Settlement; appointing the Class Representatives and Class Counsel; approving the Claim Form and the forms of notice to the Class; and setting the date and location of the Final Approval Hearing.

- ii. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be conditionally certified in accordance with the definition contained above, that Plaintiffs shall be conditionally appointed Class Representatives for the Class, and that Class Counsel shall be conditionally appointed as counsel for the Class. Should the Court decline to preliminarily approve any material aspect of the Settlement, the Settlement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Litigation as if the Settlement had not occurred.
- iii. Defendant does not oppose but does not take a position on any request for a Fee and Expense Award or Service Awards.

58. **Submission and Evaluation of Claims**

- a. **Claims Period:** The Parties agree that the period for filing claims through the Claim Form shall be set at a date certain at no more than ninety (90) days from the Notice Deadline.
- b. **Claim Forms:** All claims must be submitted on a Claim Form, whether hard copy, which shall be made available by the Settlement Administrator, or electronic copy, which shall be made available by the Settlement Administrator through the Settlement Website. There will be one claim form for Non-SSN Subclass Members and one claim form for SSN Subclass Members. Claim Forms will require the Class Member to provide his/her/their full name, home mailing address, email address, and telephone number; an affirmation that he/she is a member of the Class; and a signature.
- c. The SSN Subclass Claim Form shall provide Class Members with the ability to receive up to \$500 for reimbursement of out-of-pocket expenses incurred due to the Data Breach upon provision of appropriate documentation, the California Payment, and/or Credit Monitoring. The Non-SSN Subclass Claim Form shall provide Class Members with the ability to receive Identity Monitoring.
- d. The Claim Forms must be submitted (either electronically for online claims or postmarked for hard copy claims) on or before the Claims Deadline.
- e. Completed Claim Forms shall be submitted directly to the Settlement Administrator through the methods discussed above.
- f. Any Claim Form lacking the requisite information will be deemed to be incomplete and ineligible for payment or other benefit requested.
- g. A Class Member is not entitled to any settlement benefit if he or she submits a Claim Form after the Claims Deadline, and/or if the Claim Form is

incomplete after an opportunity to cure any error(s) and/or omission(s), or contains false information.

- h. Within twenty-one (21) days after the Claims Deadline, the Settlement Administrator shall complete the processing of all Claim Forms submitted by Class Members and shall determine which claims are valid and initially approved and which claims are invalid and initially rejected. The Settlement Administrator, for purposes of initial approval only, may accept or reject any Claim Form submitted upon its sole discretion, and may request additional information prior to initially accepting or rejecting any Claim Form submitted. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for abuse and/or fraud and shall deny Claim Forms which are materially incomplete and/or where there is evidence of false representations and/or fraud in the submission.
- i. Within twenty-eight (28) days of the Claims Deadline, the Settlement Administrator will submit to Counsel for the Parties a report listing all initially approved claims (“Initially Approved Claims List”) and shall include an electronic PDF copy of all such initially approved Claim Forms. Within forty-five days after the Claims Deadline, the Settlement Administrator will also submit to the Parties a report listing all initially rejected Claims (“Initially Rejected Claims List”) and shall include an electronic PDF copy of all such initially rejected Claim Forms.
- j. Counsel for the Parties shall have twenty-one (21) days after the date they receive the Initially Approved Claims List and related Claim Forms to audit and challenge any initially approved claims. Within those 21 days, Counsel for the Parties shall serve opposing counsel via email with a “Notice of Claim Challenge of Initially Approved Claims” identifying by claim number any initially approved claim they wish to challenge and the reasons for the challenge.
- k. Similarly, Counsel for the Parties may challenge any claim initially rejected by the Settlement Administrator. Counsel for the Parties shall have twenty-one (21) days after the date they receive the Initially Rejected Claims List and related Claim Forms to audit and challenge any initially rejected claims. Within those 21 days, Counsel for the Parties shall serve opposing counsel via email with a “Notice of Claim Challenge of Initially Rejected Claims” identifying by claim number any initially rejected claim they wish to challenge and the reasons for the challenge.
- l. Counsel for the Parties shall meet and confer within fourteen (14) days of receiving a claim challenge to resolve any disputes over any challenged claims. If the challenges are not resolved through a meet and confer, the decision of the Settlement Administrator will be upheld. Within seven (7) days of counsel meeting and conferring, the Parties shall inform the Settlement

Administrator of any modifications to the Settlement Administrator's initial determination of claim validity or invalidity ("Claims Finalization Date").

- m. Within twenty-one (21) days of the Claims Finalization Date, the Settlement Administrator shall provide Counsel for the Parties a spreadsheet setting forth the claim number and name of each claiming Class Member and totaling the amount to be paid in the aggregate and for each claiming Class Member (the "Final Claims List"). Within thirty (30) days of the Claims Finalization Date, the Settlement Administrator shall send a check by First Class U.S. Mail or via electronic means to each Class Member on the Final Claims List.
- n. The Settlement Administrator shall notify the Parties that all Approved Claims have been paid within five (5) business days of the last such payment.
- o. In the event that any payments sent to Class Members are not cashed and/or deposited within ninety (90) days after their date of issuance, those checks will become null and void, will revert to the Settlement Fund, and be distributed cy pres in a manner agreed to by the Parties and approved by the Court.
- p. The Settlement Administrator will treat Class Member information as personally-identifiable information and afford it corresponding confidential treatment, including when communicating with counsel for the Parties. The Settlement Administrator will secure insurance in an amount no less than \$1,000,000 to address any occurrences concerning the Settlement Administrator's treatment and possession of the Class Members' information.

VI. PROSPECTIVE RELIEF

- 59. **Security Enhancements:** PFC has implemented and will maintain as necessary certain enhancements to its data security system.
- 60. Costs for these enhancements are being paid by PFC separate and apart from the Settlement Fund. PFC's use of these security enhancements is not construed by the Parties as indicative of whether PFC's data security systems prior to the Data Breach were reasonable and adequate.

VII. RELEASE

- 61. On the Effective Date, all Releasors, including but not limited to Participating Class Members and Plaintiffs, shall be deemed to have and do fully and finally release, acquit, and forever discharge PFC and any of its past or present parents, subsidiaries, related or affiliated entities, assigns, directors, officers, employees, shareholders, members, partners, principals, owners, divisions, partnerships, vendors, business affiliates and clients, attorneys, insurers, and reinsurers, and each of those individuals' or entities' respective predecessors, successors, directors, officers, employees, principals, assigns, and transferees (collectively "Released

Parties”) from any past, present or future claims, demands, lawsuits, set-offs, costs, expenses, attorneys’ fees and expenditures, losses, rights, charges, complaints, suits, petitions, penalties, damages, or liabilities of any nature, whether known or unknown, liquidated or unliquidated, matured or unmatured, in law, equity, or any other form whereby legal or equitable relief could be sought, that has been asserted or pled, could have been asserted or pled, or was asserted or pled by any Class Member, including Plaintiffs, arising out of the operative facts asserted in the Litigation or in any way related to the Data Breach (“Released Claims”).

62. Each Releasor waives, to the fullest extent permitted by law, any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the Released Claims. Plaintiffs and Participating Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code (or any like or similar statute or common law doctrine). California Civil Code Section 1542 reads as follows:

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.

Releasors acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the Litigation and the Released Claims, but that it is their intention to finally and forever settle and release the Released Claims and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Releasing Parties expressly assume the risk and ramifications of release, they freely and voluntarily release the Released Claims.

VIII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

63. This Settlement Agreement shall be subject to approval of the Court. As set forth herein, PFC shall have the right to withdraw from the Settlement Agreement if the Court does not approve any material aspects of the Settlement Agreement.
64. Plaintiffs, through Class Counsel, shall submit this Settlement Agreement to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Settlement Agreement, certification of the Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order.
65. In moving for preliminary approval of the Settlement, the Plaintiffs shall request that the Final Approval Hearing be held no earlier than 180 days after entry of the Preliminary Approval Order.

66. At least twenty-one (21) days before the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs will move for (1) final approval of the Settlement; (2) final appointment of the Class Representatives and Class Counsel; and (3) final certification of the Class, including for the entry of a Final Approval Order, and file a memorandum in support of the motion for final approval.

IX. NOTICE TO CLASS MEMBERS

67. Settlement Administrator

- a. The Administrative Expenses shall be provided using and through the Settlement Fund. The Settlement Administrator shall provide its W-9 to counsel for the Parties within seven (7) days of issuance of the Preliminary Approval Order.

68. Class List

- a. PFC, with the assistance of the Settlement Administrator as appropriate, shall provide the Settlement Administrator with a “Class List” based on the original list(s) used to send notice to Class Members about the Data Breach (“Class List”).
- b. If other forms of notice are agreed upon by the Parties and approved by the Court, Defendant will cooperate with Plaintiffs concerning reasonable requests for information relevant to such form(s) of notice (e.g., email addresses, cellular numbers), but only to the extent such information is readily available to Defendant from a cost, resource, and access perspective. Defendant does not warrant the accuracy of, nor user consent to use or contact any email addresses, telephone numbers, or other personally identifiable information it may provide to the Settlement Administrator or Class Counsel.
- c. PFC shall provide Class Member information to the Settlement Administrator within seven days after entry of the Preliminary Approval Order unless otherwise agreed to among the Parties and Settlement Administrator.

69. Type of Notice Required

- a. Within ten (10) business days following the Court’s entry of the Preliminary Approval Order and pursuant thereto, the Settlement Administrator on behalf of the Defendant shall cause a CAFA Notice to be served upon the appropriate State and Federal officials. All expenses incurred in connection with the preparation and service of the CAFA Notice shall be payable from the Settlement Fund.
- b. The Notice shall be used to inform proposed Class Members, prior to the Final Approval Hearing, that there is a pending settlement and to further inform Class

Members how they may: (1) obtain a copy of the Claim Form; (2) protect their rights regarding the settlement; (3) request exclusion from the Class and the proposed settlement, if desired; (4) object to any aspect of the proposed settlement, if desired; and (5) participate in the Final Approval Hearing, if desired. The Notice shall provide that Class Members may submit Claim Forms and be eligible for Settlement benefits. Additionally, the Notice shall make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Class, including the release of the Released Claims.

- c. Dissemination of the Notice shall be the responsibility of the Settlement Administrator. The text of the Notice shall be agreed upon by the Parties and submitted to the Court with Plaintiff's motion for preliminary approval of the Settlement. The Settlement Administrator may make non-material changes to the text and form of the Notice that are consistent with the Court's Preliminary Approval Order and approved by counsel for the Parties.
- d. Notice of the Settlement shall be posted on the Settlement Website within fourteen (14) days of the entry of the Preliminary Approval Order. The Parties, through their agreement and in coordination with the Settlement Administrator, may deploy additional forms of publication Notice consistent with the Preliminary Approval Order.

70. Notice Deadline

- a. Within thirty (30) days of entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate by U.S. Mail or as otherwise approved by the Court the Notice to Class Members identified on the Class List ("Notice Deadline").

X. EXCLUSIONS

71. Exclusion Period

- a. Class Members will have up to and including ninety (90) days following entry of the Preliminary Approval Order (60 days after the Notice Deadline) to exclude themselves from the Settlement in accordance with this Section. If a Class Member does not timely or properly exclude him/her/their-self from the Settlement, that Class Member will be a Participating Class Member for purposes of the Settlement.
- b. Upon the Effective Date, all Participating Class Members will be bound by the Settlement and will be a Releasor of the Released Parties, and the relief provided by the Settlement will be their sole and exclusive remedy for the Released Claims.

72. **Exclusion Process**

- a. A Class Member may request to opt-out and be excluded from the Class in writing via direct email submission or mail. The writing is to be sent to the Settlement Administrator through a request postmarked on or before the Objection/Exclusion Deadline and to a mailing address established by the Settlement Administrator and identified in the Claim Form. Or, the writing may be placed into an email with the request submitted from the Class Member's personal email address on or before the Objection/Exclusion Deadline to an email address held by the Settlement Administrator and identified in the Claim Form.
- b. In order to exercise the right to be excluded, a Class Member must timely send a written request for exclusion to the Settlement Administrator providing his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Class; and a signature by the Class Member (whether "wet" or electronic). A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not postmarked or emailed within the time specified, shall be invalid and the person serving such a request shall be considered a Participating Class member and be bound by the Settlement Agreement.
- c. Any Class Member who elects to be excluded shall not: (1) be bound by any order entered after valid exclusion, including the Final Approval Order; (2) be entitled to relief under this Settlement Agreement; (3) gain any rights by virtue of this Settlement Agreement; or (4) be entitled to object to any aspect of this Settlement Agreement.
- d. So-called "mass" or "class" exclusion requests shall be rejected as improper and email requests for exclusion will also be rejected as improper unless submitted by the individual Class Member directly from the Class Member's personal email address.
- e. Within fourteen business days after the Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a written list reflecting all timely and valid exclusions from the Class.
- f. A list reflecting all individuals who timely and validly excluded themselves from the Class shall also be filed with the Court at the time of the motion for final approval of the Settlement.
- g. In the event that within ten (10) days after the Objection/Exclusion Deadline as approved by the Court, more than 10,000 Class Members have timely and validly submitted exclusion requests, Defendant may, by notifying Class Counsel and the Court in writing, within twenty-one (21) days after the Objection/Exclusion Deadline, void this Settlement Agreement. If Defendant

voids the Settlement Agreement, Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel or Service awards. Plaintiffs' Counsel shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

XI. OBJECTIONS

73. Objection Period

- a. Class Members will have up to and including ninety (90) days following entry of the Preliminary Approval Order (60 days after the Notice Deadline) to object to the Settlement in accordance with this Section.

74. Objection Process

- a. The Notice shall advise Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection files notice of his/her/their intention to do so and at the same time file copies of such papers he/she/they proposes to submit at the Final Approval Hearing with the Clerk of the Court. A copy of the objection must also be mailed and postmarked or emailed to the Settlement Administrator by the Objection/Exclusion Deadline to the physical or email address established by the Settlement Administrator and identified in the Claim Form. The Settlement Administrator will forward the objections to Class and Defendant's Counsel.
- b. Any Class Member who intends to object to this Settlement must include in any such objection: (1) his/her/their full name, address, and current telephone number; (2) the name and number of this case; (3) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; and (4) the objector's signature. If represented by counsel, the objecting Class Member must also provide the name and telephone number of his/her/their counsel. If the objecting Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she/they must state as such in the written objection, and must also identify any witnesses he/she/they may call to testify at the Final Approval Hearing and all exhibits he/she/they intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.
- c. Within fourteen (14) days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a written list reflecting all timely and valid objections to the Settlement.

- d. Any Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Settlement Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

XII. FINAL APPROVAL HEARING

75. At the Final Approval Hearing, the Parties will request that the Court consider whether the Class should be finally certified as a class pursuant to Federal Rule of Civil Procedure 23 for settlement purposes only and, if so, (1) consider any properly filed objections, (2) determine whether the Settlement is fair, reasonable and adequate, was entered in good faith and without collusion, and should be approved, (3) provide findings in connections with the Court's determinations, and (4) enter the Final Approval Order (as more fully described in Section XIII).

XIII. FINAL APPROVAL ORDER

76. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree on. The dismissal orders, motions, or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waive any rights of appeal.
77. The Parties, through Class Counsel, shall jointly submit to the Court a proposed Final Approval Order that, without limitation:
 - a. Approves finally this Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Class Members and directing its consummation according to its terms;
 - b. Dismisses Defendant with prejudice and releases Defendant and other Released Parties from the Released Claims, without costs and fees except as explicitly provided for in this Settlement Agreement; and
 - c. Reserves continuing and exclusive jurisdiction over the Settlement and this Settlement Agreement, including but not limited to the Litigation, the Class Members, PFC, and the Settlement for the purposes of administering, consummating, supervising, construing, and enforcing the Settlement Agreement and the Settlement Fund.
78. Class Counsel shall use their best efforts to assist PFC in obtaining dismissal with prejudice of the Litigation and take all reasonable steps necessary and appropriate to otherwise effectuate all aspects of this Settlement Agreement.

XIV. TERMINATION OF THE SETTLEMENT

79. The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties).
80. Either Party may elect to terminate and cancel this Settlement Agreement within ten days of any of the following events:
- a. The Court refuses, in any material respect, to grant preliminary approval of this Settlement Agreement consistent with the terms of the Settlement Agreement;
 - b. The Court refuses, in any material respect, to grant final approval of this Settlement Agreement consistent with the terms of the Settlement Agreement; or
 - c. The Court refuses, in any material respect, to enter a final judgment in this Litigation consistent with the Settlement Agreement.
81. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with this Settlement Agreement, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Litigation. No Settlement materials, including the Settlement Agreement, shall be used in the Litigation.

XV. ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARD

82. **Attorneys' Fees:** At least fourteen days prior to the Objection/Exclusion Deadline, Class Counsel will move the Court for an award of attorneys' fees in an amount not to exceed 30% of the Settlement Fund. The Fee and Expense Award will be provided from the Settlement Fund. PFC agrees not to oppose an application for attorneys' fees by Class Counsel in such an amount. Class Counsel, in turn, agree not to seek or accept attorneys' fees in excess of such an amount from the Court.
83. **Class Counsel's Litigation Expenses:** As part of Class Counsel's motion for fees and costs (*i.e.*, Fee and Expense Award), Class Counsel shall seek reimbursement from the Settlement Fund for reasonable litigation expenses not to exceed \$25,000 (Twenty-Five Thousand Dollars). Class Counsel shall submit the detail for their litigation expenses to the Court for reimbursement approval if requested by the Court.
84. Notwithstanding any contrary provision of this Settlement Agreement, the Court's consideration of the Fee and Expense Award and Service Awards requests are to

be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's Fee and Expense Award request and the Service Awards request, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate, modify, or cancel this Settlement Agreement, Final Approval Order, or final judgment entered in this Litigation, or be deemed material thereto.

85. **Service Awards to Plaintiffs**: Before or at the same time as Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for Service Awards for the Class Representatives in an amount not to exceed \$3,500 each. PFC agrees not to oppose such requests. Service Awards approved by the Court will be provided from the Settlement Fund. The Service Awards awarded by the Court shall be provided outside of and separate from the settlement.
86. In no event will PFC's liability under this Settlement Agreement exceed the amount of the Settlement Fund. PFC shall have no financial responsibility for this Settlement Agreement except as explicitly stated in this Settlement Agreement. Upon payment of the Settlement Fund, PFC shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of one or more individual Class Members. PFC will have no responsibility, obligation, or liability for allocation of fees and expenses among Class Counsel.
87. **Maximum Payout Under Settlement**: The maximum payout obligation for PFC under this Settlement will be \$2,500,000.

XVI. MISCELLANEOUS REPRESENTATIONS

88. The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Class Member related to the Released Claims.
89. The Parties (1) acknowledge that it is their intent to consummate this Settlement Agreement, and (2) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and PFC's Counsel agree to cooperate with each other in seeking Court approval of the [proposed] Preliminary Approval Order, the Settlement Agreement, and the [proposed] Final Approval Order, and with reasonable haste to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.
90. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims. The Parties agree not to assert in any forum that the Litigation was brought by Plaintiffs or defended by PFC in bad faith or without a reasonable basis.

91. The Parties agree not to identify, describe, disclose, testify, convey, or discuss with any individual, person, organization, corporation, or other entity any negotiations leading up to the actual resolution of this matter except where disclosure is compelled by law. In such case, reasonable notice will be provided to the other Party before disclosure is made. The Parties agree that they will not issue, nor cause to be issued, any statements to the public or media regarding the claims and allegations leading up to this Settlement Agreement or regarding the Settlement Agreement or any of its terms, including statement on any website or via social media, unless prior written consent of the other Party is given.
92. Nothing express or implied in this Settlement Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Class Members any right or remedy under or by reason of this Settlement Agreement. Each of the Released Parties is an intended third-party beneficiary of this Settlement Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her, their, or its favor against all Releasers.
93. The Parties have relied upon the advice and representation of counsel, selected by or provided to them, concerning their respective rights in and legal liability for the Released Claims. The Parties have read and understand fully this Settlement Agreement and have been fully advised as to the legal effect thereof by their counsel and intend to be and are legally bound by the same.
94. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.
95. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.
96. This Settlement Agreement constitutes the entire agreement and understanding of the Parties, including their respective counsel, with respect to the Settlement, and supersedes all prior negotiations, agreements, arrangements, and undertakings with respect to the Settlement. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement.
97. This Settlement Agreement may not be amended, modified, altered, or otherwise changed except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

98. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Settlement Agreement.
99. Except as otherwise provided herein, each Party shall bear its own costs.
100. Plaintiffs represent and warrant that Plaintiffs have not assigned any claim or right or interest therein against the Released Parties to any other person or party.
101. The Parties represent that they have obtained the requisite authority to enter into this Settlement Agreement in a manner that binds all Parties to its terms. Persons executing the Settlement Agreement in a representative capacity represent and warrant that he/she/they are fully authorized to bind the Party on whose behalf he/she/they are signing this Settlement Agreement as to each and every aspect, term, condition, and provision of this Settlement Agreement.
102. The Parties specifically acknowledge, agree and admit that this Settlement Agreement, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall be considered a compromise within the meaning of Federal Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not (1) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.
103. The Parties also agree that this Settlement Agreement, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement, are not intended to establish grounds for certification of any class involving any Class Member other than solely for certification of a settlement class for this Settlement.
104. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto, shall be inadmissible as evidence of any liability, wrongdoing, or damages whatsoever and shall not be offered as evidence of any liability, wrongdoing, or damages in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed, offered, or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to enforce the Settlement Agreement and to consummate this Settlement Agreement and the binding effect of the Final Approval Order.

105. The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce its terms and provisions, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (4) in connection with any motion to enjoin, stay, or dismiss any other action, and/or (5) to obtain Court approval of the Settlement Agreement.
106. This Settlement Agreement may be executed in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Settlement Agreement all exchange signed counterparts.
107. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.
108. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.
109. This Settlement Agreement shall be governed by and construed in accordance with the laws of the state of Colorado.
110. This Settlement Agreement is deemed to have been prepared by counsel for all Parties as a result of arms-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another.
111. Unless otherwise agreed to by the Parties in writing, any notice required or provided for under this Settlement Agreement shall be in writing and shall be sent by electronic mail as follows:

If to Class Counsel:	If to PFC's Counsel:
Terence R. Coates MARKOVITS, STOCK & DEMARCO, LLC tcoates@msdlegal.com	Christopher Wood LEWIS BRISBOIS BISGAARD & SMITH, LLP christopher.wood@lewisbrisbois.com
112. This Settlement Agreement shall be deemed executed as of the date that the last Party signatory signs the Agreement.

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

LEWIS BRISBOIS BISGAARD & SMITH, LLP, as Attorneys for Defendant Professional Finance Company, Inc.

By: /s/ Christopher H. Wood

Print Name: /s/ Christopher H. Wood

Date: May 17, 2024

MARKOVITS, STOCK & DEMARCO, LLC, as Class Counsel and on behalf of each of the Plaintiffs Maritza Rodriguez, Jerry Blake, Natalie Willingham, Christopher Schroeder, Ryan McGarrigle, and Marko Skrabo

By: /s/ Terence R. Coates

Print Name: Terence R. Coates

Date: May 17, 2024

SETTLEMENT TIMELINE PRIMARY DATES

<u>From Order Granting Preliminary Approval</u>	
PFC provides list of Class Members to the Settlement Administrator; Settlement Administrator provides W-9 to counsel for the Parties	+7 days
Long Form and Short Form Notices Posted on the Settlement Website	+14 days
Notice Deadline	+30 days
Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards	+76 days
Objection Deadline	+90 days
Exclusion Deadline	+90 days
Settlement Administrator Provide List of Objections/Exclusions to the Parties’ counsel	+104 days
Claims Deadline	+120 days
Initially Approved Claims List	+148 days
<u>Final Approval Hearing</u>	+180 (at minimum)
Motion for Final Approval	-14 days
<u>From Order Granting Final Approval</u>	
Effective Date	+35 days (if no appeal)
Settlement Website Deactivation	+120 days

EXHIBIT

A1

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2024

PFC SETTLEMENT CLAIM FORM

Rodriguez v. Professional Finance Co. Inc.,
Case No. 1:22-cv-01679-RMR-STV
United States District Court for the District of Colorado

PFC

**USE THIS FORM
ONLY IF YOU ARE AN SSN SUBCLASS MEMBER**

GENERAL INSTRUCTIONS

If you received Notice of the Settlement in this matter, and the notice identified you as an “SSN” Subclass Member, you may submit a claim for Settlement benefits, outlined below, relating to the data incident experienced by Professional Finance Co, Inc. in February of 2022 (“Data Incident”).

The easiest way to submit a claim is online at www.XXXX.com, or you can complete and mail this Claim Form to the mailing address below.

Settlement Administrator
Admin mailing address

To receive any of these benefits, you must submit the Claim Form below by <<DATE>>.

You may submit a claim for the following benefits:

- 1) **Compensation for Losses:** The Settlement Fund¹ will provide compensation for unreimbursed losses, up to a total of \$500 per SSN Subclass Member, reduced or increased pro rata based on the claims rate and availability of funds, upon submission of a claim and supporting documentation, such as the following categories of claimed losses:
 - a) Monetary losses may 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 that were incurred on or after the Data Breach through the Claims Deadline; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
 - b) SSN Subclass Members with monetary losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

¹ Capitalized terms have the same meaning stated in the Settlement Agreement. The Settlement Agreement is among the documents available on the Settlement Website identified in this document.

- 2) **California Resident Payment:** SSN Subclass Members who were California residents when the Data Breach occurred may submit a Claim Form for an additional benefit of \$50 per SSN Subclass Member as compensation for their statutory claim(s) under the California Consumer Privacy Act (“California Claims”). To be eligible to receive compensation for California Claims, SSN Subclass Members must attest, under penalty of perjury, that they were residents of California at the time of the Data Breach. To redeem this \$50 payment, reduced or increased pro rata based on the claims rate and availability of funds, SSN Subclass Members need not submit any documentation (“California Payment”).
- 3) **Credit Monitoring:** SSN Subclass Members may claim for 24 months of Identity Defense Complete (“Credit Monitoring”). Documentation is not required to receive this benefit.

Please read the claim form carefully and answer all questions. Failure to provide the required information could result in a denial of your claim.

Please note: the Settlement Administrator may contact you to request additional documentation to process your claim. For more information and complete instructions, please visit [\[Settlement website\]](#). Questions? Go to [URL](#) or call 1-[XXX-XXX-XXXX](#).

Settlement benefits will be distributed only after the Settlement is approved by the Court.

I. SSN SUBCLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. To guarantee receipt of validly claimed Settlement benefits, you must notify the Settlement Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address (optional)

Telephone Number

Examples of Supporting Documentation: Receipts or account statements reflecting purchases made for Credit Monitoring or Identity Theft Insurance Services.

Reimbursement for proven monetary loss, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services incurred after February 1, 2022 that you attest were caused as a result of the Data Incident.

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Examples of Supporting Documentation: Invoices or statements reflecting payments made for professional fees/services.

YOU MUST SUBMIT DOCUMENTATION OF YOUR OUT-OF-POCKET EXPENSES

I attest and affirm to the best of my knowledge and belief that any claimed expenses were incurred as a result of the Data Incident and not incurred due to some other event or reason.

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2023

PFC SETTLEMENT CLAIM FORM

PFC

Rodriguez v. Professional Finance Co. Inc.,
Case No. 1:22-cv-01679-RMR-STV
United States District Court for the District of Colorado

III. CALIFORNIA RESIDENT PAYMENT

All SSN Subclass Members who were California residents when the Data Incident occurred in February 2022 may submit a claim to receive \$50, reduced or increased pro rata based on the claims rate and availability of funds, as compensation for their statutory claim(s) under California law. Documentation is not required.

I attest and affirm that I was a California resident when the Data Incident occurred in February of 2022.

IV. IDENTITY THEFT PROTECTION

SSN Subclass Members who submit a valid claim are eligible to receive 24 months of free credit and identity monitoring services, called Identity Defense Complete. These services include:

- Credit Monitoring for credit files at Equifax®, Experian®, and TransUnion®, that also sends alerts when suspicious activity occurs that indicates fraud;
- Monthly Credit Score and Tracker that tracks credit status and trends with a monthly VantageScore 3.0;
- Change of Address Monitoring that sends an alert when mail is rerouted to a new address;
- Real-Time Credit Inquiry and Authentication Alerts where you receive a request for certain types of credit inquiries and account transactions using the customer's Social Security number;
- Dark Web Monitoring that tracks and alerts you when personal information is found on the dark web – such as black market websites, secret chat rooms, and underground forums;
- High-Risk Transaction Monitoring that monitors your personal information associated with high-risk transactions, such as online password resets, payday loan applications, tax refunds, wire transfers, and account access requests;
- Lost wallet Protection, where trained specialists help individuals cancel or replace lost or stolen credit cards;
- Security Freeze Assist that helps freeze credit files instantly from up to ten consumer reporting agencies, including the three major credit bureaus;
- \$1 million dollars in no-deductible insurance provided by a third-party insurer to cover certain costs related to identity theft or fraud;
- Victim Assistance and Customer Support from individuals specially trained in identity theft, fraud discovery, high-risk monitoring, and remediation; and
- Insight & tips for members on the user dashboard.

I want the Free Identity Defense Complete Services for which I am eligible.

**If you select this option, you will be sent instructions and an activation code after the settlement is final to your email address or home address.*

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your claim must be submitted online or postmarked by: **MONTH DD, 2023**

PFC SETTLEMENT CLAIM FORM

Rodriguez v. Professional Finance Co. Inc.,
Case No. 1:22-cv-01679-RMR-STV
United States District Court for the District of Colorado

PFC

V. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive and have submitted a valid claim for a settlement payment:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: _____ - _____ - _____

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

Mobile Number: _____ - _____ - _____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

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

VI. ATTESTATION & SIGNATURE

I swear and affirm under the laws of the state in which I reside that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below. I understand the information I have provided may be subject to verification and audit.

Signature

Printed Name

Date

EXHIBIT

A2

Your claim must be submitted online or postmarked by: **MONTH DD, 2024**

PFC SETTLEMENT CLAIM FORM

PFC

Rodriguez v. Professional Finance Co. Inc.,
Case No. 1:22-cv-01679-RMR-STV
United States District Court for the District of Colorado

**USE THIS FORM
ONLY IF YOU ARE A NON-SSN SUBCLASS MEMBER**

GENERAL INSTRUCTIONS

If you received Notice of this Settlement, and the notice identified you as an “Non-SSN” Subclass Member, you may submit a claim for Settlement benefits, outlined below, relating to the data incident experienced by Professional Finance Co, Inc. in February of 2022 (“Data Incident”). Your Social Security number was not involved in the Data Incident.

The easiest way to submit a claim is online at www.XXXX.com, or you can complete and mail this Claim Form to the mailing address below.

Settlement Administrator
Admin mailing address

To receive any of these benefits, you must submit the Claim Form below by <<DATE>>.

You may submit a claim for the following benefits:

Credit Monitoring: Non-SSN Subclass Members may claim for 24 months of Identity Defense Plus (“Identity Monitoring”). Documentation is not required to receive this benefit.

Please read the claim form carefully and answer all questions. Failure to provide the required information could result in a denial of your claim.

Please note: the Settlement Administrator may contact you to request additional documentation to process your claim. For more information and complete instructions, please visit **[Settlement website]**.

Settlement benefits will be distributed only after the Settlement is approved by the Court.

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your claim must be submitted online or postmarked by: **MONTH DD, 2024**

PFC SETTLEMENT CLAIM FORM

PFC

Rodriguez v. Professional Finance Co. Inc.,
Case No. 1:22-cv-01679-RMR-STV
United States District Court for the District of Colorado

I. NON-SSN SUBCLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. To guarantee receipt of validly claimed Settlement benefits, you must notify the Settlement Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address (optional)

Telephone Number

II. PROOF OF SUBCLASS MEMBERSHIP

Non-SSN Class Members who submit a valid claim are eligible to receive 24 months of free credit and identity monitoring services, called Identity Defense Plus. These services include:

- Real-Time Authentication Alerts where you receive a request for certain types of account transactions using the customer's Social Security number;
- Dark Web Monitoring that tracks and alerts you when personal information is found on the dark web – such as black market websites, secret chat rooms, and underground forums;
- High-Risk Transaction Monitoring that monitors your personal information associated with high-risk transactions, such as online password resets, payday loan applications, tax refunds, wire transfers, and account access requests;
- Lost wallet Protection, where trained specialists help individuals cancel or replace lost or stolen credit cards;
- Security Freeze Assist that helps freeze credit files instantly from up to ten consumer reporting agencies, including the three major credit bureaus;

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your claim must be submitted online or postmarked by: MONTH DD, 2024

PFC SETTLEMENT CLAIM FORM

PFC

Rodriguez v. Professional Finance Co. Inc.,
Case No. 1:22-cv-01679-RMR-STV
United States District Court for the District of Colorado

- \$1 million dollars in no-deductible insurance provided by a third-party insurer to cover certain costs related to identity theft or fraud;
- Victim Assistance and Customer Support from individuals specially trained in identity theft, fraud discovery, high-risk monitoring, and remediation; and
- Insight & tips for members on the user dashboard.

I want the Free Identity Defense Plus Services for which I am eligible.

**If you select this option, you will be sent instructions and an activation code after the settlement is final to your email address or home address.*

III. ATTESTATION & SIGNATURE

I swear and affirm under the laws of the state in which I reside that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

Printed Name

Date

EXHIBIT

B

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
UNITED STATES DISTRICT COURT, DISTRICT OF COLORADO**

***Rodriguez v. Professional Finance Co. Inc.*, Case No. 1:22-cv-01679-RMR-STV**

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

If You were Impacted by the Data Incident Experienced by Professional Finance Company, Inc., You Could be Eligible for a Payment from a Class Action Settlement

- You may be eligible to receive a payment from a proposed \$2,500,000 non-reversionary class action settlement (the “Settlement Fund”).
- The class action lawsuit concerns the February 2022 Data Incident involving Professional Finance Company, Inc. (“PFC”) in which Plaintiffs allege that an unauthorized third party gained access to certain of Defendant’s files containing the sensitive personal information including names and Social Security numbers of some customers of Defendant’s clients and others with whom Defendant interacts. Defendant disagrees with Plaintiffs’ claims and denies any liability or wrongdoing.
- To be eligible to make a claim, your data must have been impacted in the February 2022 Data Incident experienced by Defendant.
- Eligible claimants of the SSN Subclass under the Settlement Agreement will be eligible to receive:
 - ❖ **Reimbursement for the actual amount of unreimbursed out-of-pocket expenses up to \$500, with supporting documentation of the monetary losses;**
 - ❖ **Enrollment in 24 months of free credit monitoring (“Credit Monitoring”) in the form of Identity Defense Complete provided by CyEx for SSN Subclass Members.**
 - ❖ **\$50 cash payment to SSN Subclass Members residing in California at the time of the Data Incident.**
- Eligible claimants of the Non-SSN Subclass under the Settlement Agreement will be eligible to receive:
 - ❖ **Enrollment in 24 months of free identity theft monitoring (“Identity Monitoring”) in the form of Identity Defense Plus provided by CyEx for Non-SSN Subclass Members.**
- For more information or to submit a claim visit **www.PFCdatasettlement.com** or call **1-###-###-####** Monday through Saturday, between 8:30 a.m. and 5:00 p.m. E.T.
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	You must submit a Valid Claim form to receive payment.	Submitted or Postmarked on or Before _____ , 2024
Exclude Yourself By Opting Out of the Class	Receive no payment. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims.	Submitted or Postmarked on or Before _____ , 2024
Object to the Settlement and/or Attend the Fairness Hearing	Stay in the Settlement, but tell the Court about why you disagree with the Settlement. You will still be bound by the settlement if the Court approves it. You can also ask to speak to the Court at the Final Approval Hearing on _____ , 2024 about the fairness of the Settlement, with or without your own attorney.	Received on or Before _____ , 2024
Do Nothing	Receive no payment. Give up rights if you are a Class Member.	N/A

- Your rights and options as a Class Member—and the deadlines to exercise your rights—are explained in this notice.
- The Court still will have to decide whether to approve the Settlement. Benefits, including applicable payments to Class Members will be made if the Court approves the Settlement and after any possible appeals are resolved.

What This Notice Contains

Basic Information.....3

Who is in the Settlement?.....4

The Settlement Benefits—What You Get if You Qualify.....4

How do You Submit a Claim?.....5

What Does Defendant Receive in the Settlement – Releases from Claims.....5

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The Court’s Final Approval Hearing.....8

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BASIC INFORMATION

1. Why is there a notice?

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Regina M. Rodriguez of the United States District Court for the District of Colorado is overseeing this case captioned as *Rodriguez v. Professional Finance Company, Inc.*, Case No. 1:22-cv-1679. The person(s) who brought the lawsuit is called the Plaintiff. The company being sued, Professional Finance Company, Inc., is called the Defendant.

2. What is this lawsuit about?

Plaintiffs filed this lawsuit against Defendant, individually, and on behalf of anyone whose personally identifiable information (“PII”) was potentially impacted as a result of the Data Incident.

Plaintiffs allege that as a result of the Data Incident, unauthorized third parties accessed their, and Class Members’ PII and asserted claims against Defendant for: (1) negligence; (2) breach of implied contract; (3) breach of third-party beneficiary contract; (4) unjust enrichment; (5) invasion of privacy; (6) violations of the Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-101, *et seq.*; (7) violations of the Arizona Consumer Fraud Act, Ariz. Rev. Stat. § 44-1521, *et seq.*, (8) violations of the California Customer Records Act, Cal. Civ. Code §§ 1798.80, *et seq.*, (9) violations of the California Unfair Competition Law, Cal. Bus. Code § 17200, *et seq.*, (10) violations of the California Consumer Privacy Act, Cal. Civ. Code § 1798.150, (11) violations of the Nevada Consumer Fraud Act, Nev. Rev. Stat. §§ 598.0915 and 598.0923, *et seq.*, and (12) declaratory judgment/injunctive relief.

Defendant denies these claims and denies any wrongdoing or liability. No court or other judicial entity has decided Plaintiffs’ claims or whether Defendant did anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of further litigation or trial. The Class Representatives, Defendant, and their attorneys believe that the settlement is fair, reasonable, and adequate, and in the best interest of the Class Members.

WHO IS IN THE SETTLEMENT?

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

You are included in the Settlement if your information was impacted by the Data Incident.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are: (i) Defendant and its officers and directors; (ii) all Persons who timely and validly request exclusion from the Class; and (iii) the Judge assigned to evaluate the fairness of this settlement.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, or of the benefits for which you may qualify, you may call 1-###-###-#### with questions. You may also write with questions to:

PFC Settlement Administrator

address

address

info@PFCdatasettlement.com

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides that Defendant will fund the following payments up to a total of \$2,500,000 less distributions for fees and expenses described below: (a) a \$50 cash payment to individuals who were living in California at the time of the Data Incident whose Social Security numbers were included in the Data Incident; (b) 24 months of free Credit Monitoring provided to all individuals whose Social Security numbers were included in the Data Incident; (c) up to \$500 for any unreimbursed expenses incurred as a result of the Data Incident for all individuals whose Social Security numbers were included in the Data Incident; and (d) 24 months of free Identity Monitoring provided to all individuals whose Social Security numbers *were not* included in the Data Incident.

After the distribution of the Fee and Expense Award, Administrative Expenses, Service Awards, and Settlement benefits to claimants, the Settlement Administrator will distribute the Settlement Fund to Class Members who submit valid claims for the \$50 cash payment to California residents and those who submit valid claims for up to \$500 in reimbursement for out-of-pocket expenses. Claims for reimbursed out-of-pocket expenses must be accompanied by supporting documentation.

8. What payments are available for reimbursement under the settlement?

Settlement Class Members who submit a claim are eligible to receive:

- a) \$50 cash payment if the Settlement Class Member's Social Security number was involved in the Data Incident and they resided in California at the time of the Data Incident;
- b) Enrollment in 24 months of Credit Monitoring in the form of Identity Defense Complete provided by CyEx or similar product if the Settlement Class Member's Social Security

number was involved in the Data Incident.

- c) Reimbursement of actual, documented, unreimbursed out-of-pocket expenses resulting from the Data Incident (up to \$500 in total), if the Settlement Class Member's Social Security number was involved, to include expenses such as:
- 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 that were incurred on or after February 1, 2022; and
 - Other expenses reasonably attributable to the Data Incident, such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges.
- d) Enrollment in 24 months of Identity Monitoring in the form of Identity Defense Plus provided by CyEx or similar product if the Settlement Class Member's Social Security number *was not* involved in the Data Incident.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

To receive a benefit under the Settlement, you must complete and submit a claim for that benefit (a "Claim"). Every Claim must be made on a form ("Claim Form") available at www.PFCdatasettlement.com or by calling 1-###-###-####. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

10. How will claims be decided?

The Settlement Administrator will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner the Claim will be considered invalid and will not be paid. The Settlement Administrator will possess data, securely held, allowing it to distinguish between SSN Subclass and Non-SSN Subclass members.

11. When will I get my payment?

The Court will hold a hearing on _____, 2024 at _____ .m. MT to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DOES DEFENDANT RECEIVE IN THE SETTLEMENT – RELEASE FROM CLAIMS

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

If you stay in the settlement, you may submit a claim to receive payment, but you will not be able to sue the Released Parties for any claims related to the Data Incident ("Released Claims"). These releases are described in the Settlement Agreement, which is available at

www.PFCdatasettlement.com. If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

13. If I exclude myself, can I get a payment from this Settlement?

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

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

No. Unless you exclude yourself, you give up any right to the Released Parties for the Released Claims. You must exclude yourself from the settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims released in this case. If you exclude yourself, do not submit a Claim Form – you will not be eligible for any benefit under the Settlement.

15. How do I exclude myself from the Settlement?

To exclude yourself, you must send a timely letter or email that says you want to be excluded from the Settlement in *Rodriguez v. Professional Finance Company, Inc.*, Case No. 1:22-cv-1679, in the United States District Court for the District of Colorado. The letter should state your full name, address, and telephone number; and must (a) be individually and originally signed by you or by a person authorized by law to act on your behalf; and (b) clearly manifest your intent to be excluded from the Settlement, to be excluded from the settlement, not to participate in the settlement, and/or to waive all rights to the benefits of the settlement. You must mail your exclusion request postmarked by the Objection/Exclusion Deadline _____, 2024, to:

PFC Settlement Administrator
Attn: Exclusion Request
address
address

If you wish to email an exclusion request, send it by _____, 2024, to: EMAIL ADDRESS

Instructions on how to submit a request for exclusion are available at www.PFCdatasettlement.com or from the Settlement Administrator by calling 1-###-###-####.

OBJECTING TO THE SETTLEMENT

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

You can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement benefits, the request for attorneys’ fees or service awards, the releases provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement. The Court will consider your views in its decision whether to approve the Settlement. To object, you must mail your objection to the

Clerk of the Court at the mailing address listed below, postmarked by **no later** than the Objection/Exclusion Deadline, _____, 2024. In the alternative, you may file your objection with the Clerk of the Court using the Court’s ECF system. You may need the assistance of counsel in using the ECF system.

Court	
Clerk of the Court United States District Court for the District of Colorado Alfred A. Arraj U.S. Courthouse 901 19 th Street, Room A105 Denver, CO 80294-3589	

A copy of the objection must also be mailed and postmarked or emailed to the Settlement Administrator by the Objection/Exclusion Deadline, _____, 2024, to:

PFC Settlement Administrator
Attn: Exclusion Request
address
address

If you wish to email an objection to the Settlement Administrator, send it by _____, 2024, to: EMAIL ADDRESS

Your objection must be written and must include all of the following: : (1) full name, address, and current telephone number; (2) the name and number of this case; (3) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; and (4) your signature (or of your counsel if represented by your own lawyer). If represented by counsel, you must also provide the name and telephone number of your counsel. If you intend to appear at the Final Approval Hearing, either with or without counsel, please identify in the objection witnesses you may call to testify at the Final Approval Hearing and all exhibits you intend to introduce into evidence at the Final Approval Hearing, which are to be attached to, or included with, the written objection.

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

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the settlement Class and do not want to receive any payment or other benefit from the Settlement. If you exclude yourself, you have no basis to object because you are no longer a member of the settlement Class, and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU AND WHAT THEY MAY RECEIVE

18. Do I have a lawyer in this case?

Yes. The Court appointed Jean S. Martin of Morgan & Morgan, Terence R. Coates of Markovits, Stock & DeMarco, LLC, and Joseph M. Lyon of The Lyon Firm as Class Counsel, to represent the Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees up to \$750,000, plus litigation expenses not to exceed \$25,000. This payment for Attorneys' Fees will be made out of the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Settlement Class Counsel will also ask the Court for a service award up to \$2,000 for each of the Class Representatives.

Any award for attorneys' fees, costs, and expenses for Settlement Class Counsel, and for service awards to the Settlement Class Representatives, must be approved by the Court. The Court may award less than the amounts requested. Settlement Class Counsel's papers in support of final approval of the Settlement will be filed no later than _____, 2024 and their application for attorneys' fees, costs and expenses, and service awards will be filed no later than _____, 2024 and will be posted on the settlement website.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at _____ m. MT on _____, 2024, at the Alfred A. Arraj U.S. Courthouse, 901 19th Street, Denver, CO 80294-3589 in Room _____ or by remote or virtual means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for service awards for the Class Representatives. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time or conducted via remote means without additional notice, so Class Counsel recommends checking the website www.PFCdatasettlement.com regularly for updates.

21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it but you may appear if you wish.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, it is best to file an objection according to the instructions in Question 16, including all the information required. Your objection must be **mailed** to the Clerk of the Court, Settlement Class Counsel and Defendant's Counsel, postmarked no later than _____, 2024. If you do not file an objection, you may still ask the Court if you can speak at the hearing, but the Court does not have to grant that request.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing you will not get any money or other benefit from this Settlement. If the Settlement is granted and the judgment on the Settlement becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties based on the Released Claims, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at **www.PFCdatasettlement.com**. You may also call the Settlement Administrator with questions or to get a Claim Form at 1-###-###-####.

You may also contact Class Counsel at:

Terence Coates
Markovits, Stock, & DeMarco, LLC
119 East Court Street, Suite 530
Cincinnati, OH 45202
(513) 651-3700

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S COUNSEL.**

EXHIBIT

C

**UNITED STATES DISTRICT COURT
DISTRICT OF COLORADO**

MARITZA RODRIGUEZ, et al., *individually
and on behalf of all those similarly situated,*

Plaintiffs,

v.

PROFESSIONAL FINANCE COMPANY,
INC.

Defendant.

Case No. 1:22-cv-01679-RMR-STV

Judge Hon. Regina M. Rodriguez

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Before this Court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”). The Court has reviewed the Motion and Settlement Agreement between Plaintiffs and Defendant Professional Finance Co., Inc. (“Defendant”). After reviewing Plaintiffs’ unopposed request for preliminary approval, this Court grants the Motion and preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate.

In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Class in prevailing on their claims, the good faith, arms’ length negotiations between the Parties and absence of evidence of collusion in the Settlement, the effectiveness of the proposed method for notifying and distributing relief to the Class, the proposed manner of allocating benefits to Class Members, the equitable treatment of Class Members under the Settlement, and all of the other factors required by Fed. R. Civ. P. 23 and relevant case law.

IT IS HEREBY ORDERED THAT:

1. The Court, pursuant to 28 U.S.C. § 1332, has jurisdiction over the Litigation, Plaintiffs, Class Members, and Defendant.

2. The Settlement Agreement,¹ including the proposed notice plan and forms of notice to the Class, the appointment of Plaintiffs Maritza Rodriguez, Jerry Blake, Natalie Willingham, Christopher Schroeder, Ryan McGarrigle, and Marko Skrabo as the Class Representatives, the appointment of Class Counsel for Plaintiffs and the Class, the approval of Kroll Settlement Administration, LLC as the Settlement Administrator, the various forms of class relief provided under the terms of the Settlement, and the proposed method of distribution of settlement benefits, are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

3. The Court does hereby preliminarily and conditionally approve and certify, solely for settlement purposes, the following “Class”:

All persons whose personally identifiable information was identified as included in the Data Breach and to whom notice of the Data Breach was sent.²

4. The Court preliminarily and conditionally approves and certifies, solely for settlement purposes, the following Subclasses:

All individuals who fall within the definition of the “Class” whose Social Security Numbers were potentially accessed or implicated in the Data Breach (the “SSN Subclass”).

All individuals who fall within the definition of the “Class” whose Social Security Numbers were not potentially accessed or implicated in the Data Breach (the “Non-SSN Subclass”).

5. Based on the information provided and solely for settlement purposes, the Court preliminarily finds: the Class is ascertainable; it consists of approximately 2 million Class Members satisfying numerosity; there are common questions of law and fact including whether

¹ All capitalized terms used in this Order shall have the same meanings as set for in the Settlement Agreement.

² “Data Breach” or “Data Incident” shall mean the cybersecurity incident involving Defendant and occurring on or around February of 2022 giving rise to the Litigation.

Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information potentially compromised in the Data Incident, satisfying commonality; the proposed Class Representatives' claims are typical in that they are members of the Class and allege they have been damaged by the same conduct as the other members of the Class; the proposed Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Class; questions of law and fact common to members of the Class predominate over questions affecting only individual members; and a class action is superior to other available methods for the fair and efficient adjudication of this Action.

6. The Court preliminarily appoints Plaintiffs Maritza Rodriguez, Jerry Blake, Natalie Willingham, Christopher Schroeder, Ryan McGarrigle, and Marko Skrabo as the Class Representatives.

7. The Court preliminarily appoints Jean S. Martin of Morgan & Morgan, Terence R. Coates of Markovits, Stock & DeMarco, LLC, and Joseph M. Lyon of the Lyon Firm as Class Counsel for the Class.

8. The Court appoints Kroll Settlement Administration LLC as the Settlement Administrator.

9. A Final Approval Hearing shall be held before the Court on ____ [date] _____, 2024 at ____ [time] _____ for the following purposes:

- a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Class and should be approved by the Court;
- b. To determine whether to grant and issue the Final Approval Order and Judgment, as defined in the Settlement Agreement;
- c. To determine whether the Settlement notice plan as implemented was appropriate;

- d. To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;
- e. To determine whether the requested Class Representative Service Awards of \$3,500 each, and Class Counsel's combined attorneys' fees, of up to 30% of the Settlement Fund (\$750,000), and litigation expenses up to \$25,000.00 should be approved by the Court;
- f. To determine whether the settlement benefits are fair, reasonable, and adequate; and,
- g. To rule upon such other matters as the Court may deem appropriate.

10. The Court approves, as to the form and content, the Notices. Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing the Notices substantially in the form as presented in the exhibits to the Motion for Preliminary Approval of Class Action Settlement, and finds that such notice plan meets the requirements of Fed. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, and shall constitute due and efficient notice to all persons or entities entitled to notice.

11. The Court preliminarily approves the following settlement timeline for the purposes of conducting the notice plan, settlement administration, claims processing, and other facets of the proposed Settlement:

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
PFC provides list of Class Members to the Settlement Administrator; Settlement Administrator provides W-9 to counsel for the Parties	+7 days
Long Form and Short Form Notices Posted on the Settlement Website	+14 days
Notice Deadline	+30 days
Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards	+76 days
Objection Deadline	+90 days
Exclusion Deadline	+90 days
Settlement Administrator Provide List of Objections/Exclusions to the Parties’ counsel	+104 days
Claims Deadline	+120 days
Initially Approved Claims List	+148 days
<u>Final Approval Hearing</u>	+180 (at minimum)
Motion for Final Approval	-14 days
<u>From Order Granting Final Approval</u>	
Effective Date	+35 days (if no appeal)
Settlement Website Deactivation	+120 days

12. In order to be a timely claim under the Settlement, a Claim Form must be either postmarked or received by the Settlement Administrator no later than 90 days after the Notice Deadline. The Settlement Administrator will ensure that all specific dates and deadlines are included in the appropriate Notices and posted on the Settlement Website after this Court enters this Order in accordance with the settlement timeline above.

13. All requests to opt out or object to the proposed Settlement must be received by the Settlement Administrator no later than 60 days after the Notice Deadline. Any request to opt out of the Settlement should, to the extent possible, contain words or phrases such as “opt-out,” “opt

out,” “exclusion,” or words or phrases to that effect indicating an intent not to participate in the Settlement or not to be bound by the Settlement) to Kroll Settlement Administration LLC. Opt-Out notices shall not be rejected simply because they were inadvertently sent to the Court or Class Counsel so long as they are timely postmarked or received by the Court, Kroll Settlement Administration LLC, or Class Counsel. Class Members who seek to Opt-Out shall receive no benefit or compensation under this Settlement.

14. Class Members may submit an objection to the proposed Settlement under Federal Rule of Civil Procedure 23(e)(5). For an Objection to be valid, it must be filed with the Court within 60 days of the Notice Deadline and include each and all of the following:

- (i) his/her full name, address, and current telephone number;
- (ii) the name and number of this case;
- (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; and
- (iv) the objector’s signature.

15. If represented by counsel, the objecting Class Member must also provide the name and telephone number of his/her counsel. If the objecting Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

16. Any Objection failing to include the requirements expressed above will be deemed to be invalid, and the submitting Class Member shall be deemed to have waived any objection to (a) the Settlement, (b) the Released Claims and the Released Parties, (c) entry of Final Approval

Order and Judgment and any related orders of this Court, (d) Class Counsel's motion for fees, costs, and expenses and/or (e) Service Awards, whether by appeal, collateral attack, or otherwise. Class Members who have submitted a valid request for objection shall be entitled to be heard at the Final Approval Hearing. Other Class Members may request to be heard with the Court acting in its discretion whether to grant the request.

17. All Class Members, excepting those who validly exclude themselves from the Settlement, shall be bound by all determinations and judgments in this Litigation concerning the Settlement, including, but not limited to, the releases provided for in the Settlement Agreement, including the Released Claims against the Released Parties, whether favorable or unfavorable. Upon entry of the Final Approval Order and Judgment, all Class Members who have not timely requested to be excluded from the Class will be enjoined from proceeding against the Released Parties with respect to all Released Claims. The persons and entities who timely and validly request exclusion from the Class will be excluded from the Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claim Forms, and shall not be bound by the Settlement Agreement or the Final Approval Order and Judgment.

18. Pending final determination of whether the Settlement Agreement should be approved, Plaintiffs and the Class are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims against any of the Released Parties.

19. In the event the Settlement Agreement and the proposed settlement are terminated in accordance with the applicable provisions of the Settlement Agreement, the Settlement Agreement, the proposed settlement, and all related proceedings shall, except as expressly provided to the contrary in the Settlement Agreement, become null and void, shall have no further force and effect, and the Class Members shall retain all of their current rights to assert any and all

claims against Defendant, and Defendant shall retain any and all of its current defenses and arguments thereto (including but not limited to arguments that the requirements of Fed. R. Civ. P. 23 are not satisfied.

20. Neither this Order nor the Settlement Agreement, nor any other settlement-related document, nor anything contained herein or therein or contemplated hereby or thereby, nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or settlement-related documents, shall constitute, be construed as, or be deemed to be evidence of or an admission or concession by Defendant as to the validity of any claims that have been or could have been asserted against it or as to any liability by it as to any matter set forth in this Order, or as to the propriety of class certification for any purposes other than for purposes of the proposed settlement.

21. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the potential Class Members, and retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement consistent with the Settlement Agreement without further notice to the Class.

IT IS SO ORDERED.

/s/

The Honorable Regina M. Rodriguez
United States District Judge

EXHIBIT

D

Rodriguez v. Professional
Finance Company, Inc.
c/o Settlement Administrator
P.O. Box XXXX
City, State Zip

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, STATE ZIP
PERMIT NO. XXXX

NOTICE OF CLASS ACTION
SETTLEMENT

If you were impacted by the Data
Incident experienced by Professional
Finance Company, Inc., you are
entitled to submit a claim for monetary
compensation under a class action
settlement.

www.PFCdatasettlement.com

<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

In the lawsuit *Rodriguez v. Professional Finance Company, Inc.*, No. 1:22-cv-01679-RMR-STV (D. Colo.), you are a class member if your personal information was potentially accessed as a result of a Data Incident that Professional Finance Company, Inc. (“Defendant”) experienced in February 2022 and you were sent a notice about the Data Incident (the “Settlement Class”).

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?

Under the Settlement, Defendant has agreed to pay \$2,500,000 into a Settlement Fund which will be distributed to Class Members who submit valid Claims, after deducting the Service Awards, Class Counsel’s attorneys’ fees and expenses, and settlement administration notice and administration costs, if such awards are approved by the Court. SSN Subclass Members who suffered out-of-pocket expenses as a result of the Data Incident may claim up to \$500 for the reimbursement of documented expenses. SSN Subclass Members who lived in California at the time of the Data Incident may claim a \$50 cash payment. SSN Subclass Members may also claim 24 months of free credit monitoring. Non-SSN Subclass Members may also claim 24 months of free identity monitoring. More information about the types of Claims and how to file them is available at the Settlement Website.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To qualify for settlement benefits, you must timely mail a Claim Form that is attached to this notice or timely complete and submit a Claim Form online at www.PFCdatasettlement.com (“Settlement Website”). Your Claim Form must be postmarked or submitted online no later than [REDACTED], 2024. [REDACTED] is the Settlement Administrator.

Opt Out or Object. You can exclude yourself from the Settlement or you can object to the Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by [**Opt-Out Deadline**] or you will not be able to sue the Released Parties for the Released Claims. If you exclude yourself, you cannot submit a claim or get money from this Settlement. If you stay in the Settlement Class, you may object to the Settlement by [**Objection Deadline**]. To exclude yourself from or object to the Settlement, you must follow the instructions in the Full Notice, available at www.PFCdatasettlement.com.

Do Nothing. If you do nothing, you will not receive a Settlement payment and will lose the right to sue the Released Parties regarding the Released Claims. You will be bound by the Court’s decision because this is a conditionally certified class action.

Attend the Final Approval Hearing. The Court will hold a **Final Approval Hearing at [REDACTED] m. on [REDACTED], 2024** to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Approval Hearing.

Who are the attorneys for the Plaintiffs and the proposed Class? The Court appointed Jean S. Martin, Terence R. Coates, and Joseph M. Lyon as Class Counsel to represent the Settlement Class. The attorneys’ fees and expenses will be paid exclusively from the Settlement Fund as awarded and approved by the Court. The attorneys’ fees will be in an amount of up to \$750,000, and the expenses will not exceed \$25,000. The motion for attorneys’ fees and expenses will be posted on the Settlement Website after it is filed with the Court. The named plaintiffs, also called the Class Representatives will seek Service Awards in the amount of \$2,000 each for their efforts in this case.

Who is the Judge overseeing this settlement? Judge Regina M. Rodriguez, United States District Judge, District of Colorado.

Where may I locate a copy of the settlement agreement, learn more about the case, or learn more about submitting a Claim?

www.PFCdatasettlement.com.

*** Please note that if you wish to submit a claim for compensation for out-of-pocket losses, you will likely need to submit your claim online so you may attach all information necessary to support your request for payment.