

**IN THE UNITED STATES DISTRICT COURT  
FOR DISTRICT OF KANSAS  
AT KANSAS CITY**

JEREMY KRANT, TODD DEATON,  
THOMAS NASH, SHANA VACHHANI  
and KIMBERLY MILLER, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

UNITEDLEX CORPORATION,

Defendant.

Case No. 2:23-cv-02443-DDC-TJJ

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

Subject to the approval of the Court and pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Class Action Settlement Agreement, including its exhibits, (collectively the “Settlement Agreement” or “Agreement”) is entered by and between Adam Behrendt, Allison Glusky<sup>1</sup>, Jeremy Krant, Todd Deaton, Thomas Nash, Shana Vachhani, and Kimberly Miller, individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 32) (together, the “Plaintiffs”), and (2) UnitedLex Corp. (“Defendant” or “ULX”) (collectively the “Parties”), in the above-captioned action, *Krant et al. v. UnitedLex Corp.*, Case No. 2:23-cv-02443-DDC-TJJ, pending in the U.S. District Court for the District of Kansas (the “Litigation”).

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<sup>1</sup> Plaintiffs Behrendt and Glusky brought separate actions against UnitedLex Corporation in the Circuit Court of Jackson County, Missouri and the Circuit Court of Broward County, Florida, respectively. Plaintiffs Behrendt and Glusky qualify as members of the Settlement Class in this Settlement and intend to serve as additional Class Representative of the Settlement Class. Plaintiffs Behrendt and Glusky, by and through counsel, participated in the Mediation and negotiation of this Settlement. Plaintiffs Behrendt and Glusky have agreed to be bound by the terms of this Settlement, which will fully and finally resolve and settle all claims related to this action.

## **I. THE LITIGATION**

1. The Litigation is a putative class action arising from a cyberattack whereby a third-party, criminal actor gained illegal access to files on ULX's server in March 2023 resulting in unauthorized access to personally identifiable information.

2. As described further below, this Litigation arises out of a series of lawsuits brought by multiple plaintiffs in different actions. Ultimately, Plaintiffs filed the class action lawsuit captioned *Krant et al. v. UnitedLex Corp.*, Case No. 2:23-cv-02443-DDC-TJJ, currently pending before the Honorable Daniel D. Crabtree in the U.S. District Court for the District of Kansas. In connection with and as part of this Settlement Agreement, the Parties are seeking approval of the Settlement by the United States District Court for the District of Kansas pursuant to Federal Rule of Civil Procedure 23(e).

3. The Parties participated in arm's-length settlement negotiations, including at the Mediation (defined below) on March 26, 2024, conducted by the Honorable Diane M. Welsh (Ret.), and agreed to fully and finally settle all claims in the Litigation as set forth in this Settlement Agreement.

## **II. DEFINITIONS**

In addition to the terms defined at various points within this Settlement Agreement, for the purposes of this Settlement Agreement, the following defined terms shall have the meanings set forth below:

1. "Action" means the Litigation and the previously dismissed lawsuits filed by Plaintiffs Behrendt and Glusky, respectively. Plaintiffs Behrendt and Glusky are Settlement Class Members in the Litigation. Plaintiffs Behrendt and Glusky, by and through counsel, participated in the Mediation and negotiation of this Settlement and have agreed to be bound by the terms of this Settlement.

2. “Approved Claim” means the timely submitted Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator for payment.

3. “Attested Time” means verified time spent remedying issues related to the Data Breach, as provided in Paragraph 73.

4. “ULX’s Counsel” means Myriah Jaworski of Clark Hill PLC.

5. “Claim” means any claim submitted by a Settlement Class Member.

6. “Claim Form” means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of Out-of-Pocket Losses, Attested Time, and/or to claim Credit Monitoring Services or an Additional Cash Payment under the terms of the Settlement, which is attached hereto as Exhibit 2.

7. “Claims Deadline” means the last day to submit a timely Claim Form(s). The Claim Deadline shall be set forth in the Preliminary Approval Order, Class Notice, and the Settlement Website, and shall be ninety (90) days from the Notice Deadline.

8. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

9. “Class Counsel” means Norman E. Siegel and J. Austin Moore of Stueve Siegel Hanson LLP, Bryce Bell of Bell Law, LLC, Tyler W. Hudson of Wagstaff & Cartmell, LLP, Manuel S. Hiraldo of Hiraldo P.A., and Rachel Dapeer of Dapeer Law, P.A.

10. “Settlement Class Representatives” means Adam Behrendt, Allison Glusky, Jeremy Krant, Todd Deaton, Thomas Nash, Shana Vachhani, and Kimberly Miller.

11. “Court” means the Honorable Daniel D. Crabtree, United States District Judge, District of Kansas, or such other judge to whom the Action may hereafter be assigned.

12. “Credit Monitoring and Identity Restoration Services” means credit monitoring and identity restoration services provided by Kroll to Participating Settlement Class Members under the Settlement through July 11, 2027. These services include single bureau credit monitoring, fraud consultation, and identify theft restoration and will be paid for by ULX separate from its obligations to fund the Settlement Fund.

13. “Data Breach” means the data breach from a cyberattack whereby a third-party, criminal actor gained illegal access to files on ULX’s server in March 2023.

14. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment or one (1) business day following entry of the Final Approval Order and Judgment if no parties have standing to appeal; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

15. “Fee Application” means any motion for an award of attorneys’ fees and Litigation Costs and Expenses to be paid from the Settlement Fund, as set forth in Paragraph 110.

16. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses, to be paid from the Settlement Fund, awarded by the Court to Class Counsel.

17. “Final Approval” means the date that the Court enters an order granting final approval of the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of any Service Award to the Class Representatives.

18. “Final Approval Hearing” means the hearing to be conducted by the Court to consider and determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23, whether Class Counsel’s request for attorneys’ fees and expenses should be granted, and whether the Final Approval Order and Judgment granting final approval of this Settlement Agreement should be entered.

19. “Final Approval Order and Judgment” means the final order and judgment that the Court enters after the Final Approval Hearing, which grants final approval to the terms of the Settlement as fair, reasonable, and adequate, that does not affect the financial terms or Releases provided for herein, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23. All Parties will, in good faith, support and pursue preliminary and final class-wide approval of the material terms of this Agreement. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then the Final Approval Order includes all such orders.

20. “Litigation Costs and Expenses” means costs and expenses incurred by counsel for Plaintiffs in connection with commencing, prosecuting, and settling the Action.

21. “Mediator” means the Honorable Diane M. Welsh (Ret.), a former United States Magistrate Judge, United States District Court for the Eastern District of Pennsylvania.

22. “Mediation” means the in-person, full-day mediation between the Parties held on March 26, 2024, before the Mediator.

23. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards Payments approved by the Court; (iv) Fee Award and Costs; (v) Approved Claims

for Out-of-Pocket Losses; and (vi) Approved Claims for reimbursement of Attested Time. The Net Settlement Fund will be allocated to Settlement Class Members that make valid and timely Claims.

24. “Non-Profit Residual Recipient” means Kansas Legal Services, or any other a non-profit organization approved by the Court following distribution of Settlement payments for Approved Claims.

25. “Notice” means the form of notice to be disseminated to Settlement Class Members, pursuant to the Preliminary Approval Order, informing them about the terms of this Settlement Agreement, their right to participate in this Settlement Agreement, to opt-out, or to object to same, and to appear at the Final Approval Hearing, and instructing Settlement Class Members how to submit a Claim. A copy of the proposed Class Notice is attached hereto as Exhibit 1.

26. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur twenty-one (21) days after entry of the Preliminary Approval Order.

27. “Notice and Administrative Expenses” means all expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

28. “Objection Deadline” means the last day ordered by the Court on which a Settlement Class Member may file an objection to the Settlement, Fee Application and/or Service

Awards to the Class Representatives, which the Parties shall request to be forty (40) days after the Notice Deadline.

29. “Opt-Out Deadline” means the last day ordered by the Court by which a Settlement Class Member must submit a valid, written notice of exclusion in order to opt-out of the Settlement Class, which the Parties shall request to be forty (40) days after the Notice Deadline.

30. “Out-of-Pocket Costs” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Data Breach, and that have not already been reimbursed by a third party. Out-of-Pocket Costs may include, without limitation, unreimbursed costs associated with fraud or identity theft including professional fees including accountants’ fees, and fees for credit repair services, as well as costs for credit monitoring costs or other mitigative services that were incurred on or between March 2, 2023 and the Notice Deadline.

31. “Parties” means Plaintiffs and ULX.

32. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid, written Request for Exclusion prior to the Opt-Out Deadline.

33. “Preliminary Approval” means the date that the Court enters an order preliminarily approving the Settlement without material change.

34. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2), without material change, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment, that is consistent with all material provisions of this Settlement Agreement.

35. “*Pro Rata Cash Payment*” means the equal *pro rata* distribution from the Net Settlement Fund to all Settlement Class Members who file a valid claim. The amount of this benefit shall be based on the number of claims received and the amount of funds remaining in the Settlement Fund following the payment of any attorneys’ fees and expenses award, any Service Awards to Plaintiffs, the costs of Settlement Administration, the Notice, and claims for Out-of-Pocket Costs and Attested Time.

36. “Release” means the releases set forth in Section XIII.

37. “Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that were or could have been asserted or alleged in any way related to the Data Breach under federal, state, foreign, or other law or regulation.

38. “Released Parties” means Defendant and its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing, as well as the Class Representatives and Class Counsel. Each of the Released Parties may be referred to individually as a “Released Party.”



39. “Releasing Parties” means the Plaintiffs, Class Representatives, all Settlement Class Members, and each of their respective heirs, assigns, beneficiaries, and successors.

40. “Request for Exclusion” is the written communication by a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

41. “Residual” means the difference between the value of the Approved Claims and the Net Settlement Fund.

42. “Service Award Payment” means compensation awarded by the Court and paid to the Class Representatives in recognition of their role in this litigation.

43. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

44. “Settlement Administrator” means a notice and administration provider agreed upon by the Parties and approved by the Court. Class Counsel and ULX may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

45. “Settlement Class” means the 7,588 individuals identified on the Settlement Class List, which includes all U.S. residents whose PII was compromised as a result of the Data Breach. Excluded from the Settlement Class is ULX, its representatives and any judicial officer presiding over this matter, members of their immediate family, and members of their judicial staff.

46. “Settlement Class List” means the list generated by ULX containing the full names, current or last known addresses, email addresses where known, for all persons who fall under the definition of the Settlement Class, which ULX shall provide to the Settlement Administrator within fourteen (14) days of the Preliminary Approval Order.

47. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class who does not validly and timely object to or request exclusion from the Settlement Class.

48. “Settlement Fund” means one million three hundred thousand dollars (\$1,300,000.00) to be paid by ULX as set forth in Section IV, including any interest accrued thereon after payment.

49. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check and/or electronic payment to Participating Settlement Class Members.

50. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiff’s motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff’s Fee Application, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed. The Settlement Administrator will then transfer ownership of the URL to UXL.

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

respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon ULX with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

52. “ULX” means UnitedLex Corporation.

### **III. RECITALS**

53. On May 24, 2023, Adam Behrendt filed a putative class action against ULX in the Circuit Court of Jackson County, Missouri relating to a data breach disclosed by ULX on or about July 11, 2023, that included the personal information of current and former employees and contractors of ULX, as well as in some cases their beneficiaries and dependents (the “Data Breach”). The personal information alleged to have potentially been accessed included names, Social Security numbers, financial information used for payroll, and benefits information (“PII”). On June 20, 2023, ULX removed the action to the U.S. District Court for the Western District of Missouri. ULX thereafter successfully sought transfer to the U.S. District Court for the District of Kansas. On September 1, 2023, Mr. Behrendt voluntarily dismissed his action without prejudice.

54. On July 18, 2023, Allison Glusky filed a putative class action against ULX in the Circuit Court of Broward County, Florida. On August 10, 2023, ULX removed the action to the U.S. District Court for the Southern District of Florida. ULX thereafter successfully sought transfer to the U.S. District Court for the District of Kansas. On October 13, 2023, Ms. Glusky voluntarily dismissed her action without prejudice.

55. On September 29, 2023, Jeremy Krant, Todd Deaton, Thomas Nash, Shana Vachhani, and Kimberly Miller filed a putative class action against ULX in the U.S. District Court for the District of Kansas relating to the Data Breach. On December 11, 2023, ULX filed an unopposed motion for a 30-day extension to file a responsive pleading so the Parties could explore

the possibility of early mediation. Thereafter, the Parties negotiated the terms of a mediation, which included ULX's commitment to producing documents and information necessary for Class Counsel to fully understand the underlying facts and scope of the putative class.

56. On January 11, 2024, the Parties submitted a joint motion to temporarily stay proceedings to participate in a mediation before the Hon. Diane Welsh (Ret.) on March 26, 2024.

57. The Court granted the motion on January 12, 2024. In advance of formal mediation, the Parties exchanged relevant discovery regarding the nature of the breach, number of class members impacted, and additional information relevant to the Data Breach. The Parties also exchanged detailed mediation briefs with their respective positions on the merits of the claims and class certification.

58. Following extensive arm's length settlement negotiations conducted through Judge Welsh that included an all-day mediation session on March 26, 2024, the Parties executed a binding term sheet setting forth the essential terms of settlement.

59. On April 10, 2024, the Parties filed a joint status report informing the Court that the Parties have reached an agreement on the material terms of settlement and setting forth proposed deadlines to submit settlement related filings.

60. This Settlement is not an admission by Defendant of any wrongdoing, fault, liability, or damage of any kind. Defendant vigorously disputes all claims in the Action and is entering into this Settlement to avoid burdensome and costly litigation. Defendants deny each and every one of Plaintiffs' allegations in all actions, has numerous defenses to Plaintiffs' claims, and disclaims any liability whatsoever, and Defendant further denies that this case (or any case based on allegations related to the Data Breach) satisfies the requirements to be tried as a class action under Federal Rule of Civil Procedure 23.

61. Without admitting any of the allegations made in the Action or any liability whatsoever, the Parties recognize that the outcome of the Action is uncertain, and that a final resolution through the litigation process would require several more years of protracted, adversarial litigation, trial and appeals, substantial risk and expense, the distraction and diversion of ULX's personnel and resources, and the expense of any possible future litigation raising similar or duplicative claims. UXL is willing to enter into this Settlement solely in order to eliminate the burdens, distractions, expense, and uncertainty of protracted litigation and in order to obtain the Releases and Final Judgment contemplated by this Settlement.

62. As a result of their independent investigation of the facts and legal claims, the Parties believe this Settlement Agreement is fair, reasonable, and adequate because it provides substantial and immediate economic consideration to the Settlement Class in exchange for the Settlement Class Members' release of their claims in accordance with this Settlement.

63. In exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions set forth herein.

64. The recitals above are true and correct and are hereby made a part of this Settlement Agreement.

#### **IV. SETTLEMENT FUND**

65. **Establishment of Settlement Fund.** Within twenty-one (21) days of the Preliminary Approval Order, ULX shall deposit the sum of \$1,300,000.00 into an account

established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator and the Parties.

66. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of ULX in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraph 102.

67. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

68. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance

returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 102.

69. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards Payments approved by the Court; (iv) Fee Award and Costs; (v) Approved Claims for Out-of-Pocket Costs; (vi) Approved Claims for Attested Time; and (vii) Additional Cash Payments. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement and/or approved by the Court.

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

**V. SETTLEMENT BENEFITS**

71. **Reimbursement for Out-of-Pocket Costs.** All Settlement Class Members may submit a claim for up to \$15,000.00 for reimbursement of Out-of-Pocket Costs. To receive reimbursement for Out-of-Pocket Costs, Settlement Class Members must submit a valid Claim Form that includes the following: (i) third-party documentation supporting the expense; and (ii) a brief description of the documentation describing the nature of the expense, if the nature of the loss is not apparent from the documentation alone. Third-party documentation can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. Self-prepared documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

72. **Assessing Claims for Out-of-Pocket Costs.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Costs reflects valid Out-of-Pocket Costs actually incurred that are fairly traceable to the Data Breach, but may consult with Class Counsel in making individual determinations. In assessing what qualifies as “fairly traceable,” the Settlement Administrator will consider (i) whether the timing of the loss occurred on or after March 2, 2023; and (ii) whether the Personal Information used to commit identity theft or fraud consisted of the type of Personal Information identified in ULX’s notices of the Data Breach. Costs expended for mitigation measures like credit monitoring services, fraud resolution services, and professional services incurred to address identity theft or fraud on or after March 2, 2023, shall be presumed “reasonably incurred.” The Settlement Administrator is authorized to contact any Settlement Class Member



(by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

73. **Reimbursement for Attested Time.** All Settlement Class Members may submit a claim for reimbursement of Attested Time up to twenty (20) hours at twenty-five dollars (\$25) per hour. Settlement Class Members can receive reimbursement for Attested Time with a brief description of the actions taken in response to the Data Breach and the time associated with each action. Claims for Attested Time are capped at \$500.00 per individual. A claim for Attested Time may be combined with reimbursement for Out-of-Pocket Costs but in no circumstance will a Settlement Class Member be eligible to receive more than the \$15,000.00 individual cap.

74. **Assessing Claims for Attested Time.** The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Attested Time but may consult with Class Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

75. **Additional Cash Payments.** All Settlement Class Members may elect to receive a cash payment that will be split pro rata among Participating Settlement Class Members if there is money available in the Net Settlement Fund. Claiming this benefit does not depend on whether the Participating Settlement Class Member submits a claim for Out-of-Pocket Costs or Attested Time, but in no circumstance will a Settlement Class Member be eligible to receive more than the \$15,000.00 individual cap.

76. **Disputes.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Costs or Attested Time is deficient in whole or part, within a reasonable time of making

such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel in making such determinations.

77. **Credit Monitoring and Identity Restoration Services.** ULX will separately pay for Credit Monitoring and Identity Restoration Services which will be offered to all Settlement Class Members who elect to enroll through July 11, 2027. The Settlement Administrator shall send an activation code to each Participating Settlement Class Member who is eligible for Credit Monitoring and Identity Restoration Services within thirty (30) days of the Effective Date which can be used to activate Credit Monitoring and Identity Restoration Services via an enrollment website maintained by Kroll. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Credit Monitoring Services claimants may activate Credit Monitoring and Identity Restoration Services for a period of at least 60 days from the date the Settlement Administrator sends the activation code.

## **VI. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS**

78. **Payment Timing.** Payments for Approved Claims for reimbursement for Out-of-Pocket Costs, Attested Time, and/or Additional Cash Payments shall be issued in the form of a

check mailed and/or an electronic payment as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date.

79. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. If a Settlement Check is not cashed within sixty (60) days after the date of issue, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member reminding him/her of the deadline to cash such check.

80. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

81. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing

the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

82. **Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to Defendant after the Effective Date. To the extent any monies remain in the Net Settlement Fund more than 150 days after the distribution of Settlement payments to the Participating Settlement Class Members, or 30 days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, any remaining monies shall be distributed as required by state law or to the Non-Profit Residual Recipient.

83. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and after consultation with Class Counsel.

## **VI. CLAIMS, CAPS, AND DISTRIBUTION OF SETTLEMENT FUNDS**

84. **Submission of Electronic and Hard Copy Claims.** Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. To ensure current employees are incentivized to participate, ULX shall not be entitled to access information regarding which Settlement Class Members submitted a Claim Form or otherwise participated in the Settlement.

85. **Individual Caps.** Participating Settlement Class Members are subject to an individual aggregate cap of \$15,000.00 for payments made under the Settlement. Participating Settlement Class Members may submit claims for reimbursement of Attested Time, Out-of-Pocket Costs, and/or Additional Cash Payments but the Participating Settlement Class Member's combined claims will be subject to the individual aggregate cap of \$15,000.00.

86. **Order of Distribution of Funds.** The Settlement Administrator must first use the Net Settlement Fund to make payments for Approved Claims for Out-of-Pocket Costs, followed by Approved Claims for Attested Time. The Settlement Administrator shall then utilize the remaining funds in the Net Settlement Fund to make distributions for Additional Cash Payments.

87. **Pro-Rata Contingencies.** In the event that the aggregate amount of all payments for reimbursement of Out-of-Pocket Costs exceeds the total amount of the Net Settlement Fund, then the value of such payments shall be reduced on a pro rata basis, such that the aggregate value of all payments for Out-of-Pocket Costs does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Approved Claims of Attested Time or Additional Cash Payments. In the event that (i) the aggregate amount of Approved Claims for Out-of-Pocket Costs does not exceed the Net Settlement Fund, and (ii) the aggregate amount of all Approved Claims for Attested Time is greater than the Net Settlement Fund, less the aggregate amount of Approved Claims for Out-of-Pocket Costs, then the value of each Participating Settlement Class Members' payment for Attested Time shall be reduced on a pro rata basis such that the aggregate value of all Approved Claims for Out-of-Pocket Costs and Attested Time do not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Additional Cash Payments. All pro rata determinations required by this Paragraph shall be performed by the Settlement Administrator.

**VII. CONTRACTUAL BUSINESS PRACTICE COMMITMENTS**

88. **Business Practice Commitments.** ULX hereby makes the following contractual business practice commitments following the Effective Date through July 11, 2027:

- a. **Continued Enhanced Cybersecurity Training and Awareness Program.** On-going training on cybersecurity issues, including compliance with requirements for handling and transmitting sensitive data such as secure authentication, identification and storage of sensitive data, and awareness of how to protect against unintentional data exposures.
- b. **Continued Enhanced Data Security Policies.** Ongoing implementation and training of employees on new policies, protocols, and controls related to the ownership, review, and distribution of employee personal information and other private data.
- c. **Continued Enhanced Security Measures.** Continued implementation of network and application upgrades consistent with industry standards.
- d. **Further Restricting Access to Personal Information.** Continued restrictions of the number of employees with access to personal information to only those personnel who have a need to access it for business purposes.
- e. **Enhanced Monitoring and Response Capability.** Ongoing enhanced monitoring to detect and send alerts regarding any suspicious activity and additional resources and technology for alert response.

89. **Costs.** All costs associated with implementing the contractual business practice commitments and remedial measures set forth above will be borne by ULX separate and apart from the Settlement Fund.

90. **Enforcement.** Within 30 days of their completion, ULX will provide to Class Counsel ULX's: (1) 2024 Service Organization Control Type 2 (SOC 2) Security Certification;

and (2) International Organization for Standardization (ISO) Audit, which Class Counsel will treat as confidential. The Court will retain jurisdiction to enforce contractual business practice commitments through July 11, 2027.

**VIII. SETTLEMENT CLASS NOTICE**

91. **Notice.** Within fourteen (14) days after the date of the Preliminary Approval Order, ULX shall provide the Settlement Class List to the Settlement Administrator. Within seven (7) days after receipt of Settlement Class List, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class. Notice shall be disseminated via U.S. mail to all Settlement Class members and also via e-mail to Settlement Class Members whose e-mail addresses are known. Class Counsel may direct the Settlement Administrator to send reminder notices to Settlement Class Members at any time prior to the Claims Deadline.

**IX. OPT-OUTS AND OBJECTIONS**

92. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than forty (40) days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

93. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting written objections to the Settlement

Administrator postmarked no later than forty (40) days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

**X. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

94. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Creating, administering, and overseeing the Settlement Fund;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail and e-mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement



- Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- f. Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
  - g. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
  - h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and ULX's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to ULX's Counsel;
  - i. Working with the provider of Credit Monitoring and Identity Restoration Services to receive and send activation codes within thirty (30) days of the Effective Date;
  - j. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
  - k. Providing weekly or other periodic reports to Class Counsel and ULX's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments. The Settlement Administrator shall also, as requested by Class Counsel or ULX's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;

- l. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and,
- m. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel or ULX's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

95. **Limitation of Liability.** The Parties, Class Counsel, and ULX's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

96. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and ULX's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

**XI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

97. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

98. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion to permit issuance of class notice and for preliminary approval of the Settlement on or before June 24, 2024.

99. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline; and at least 90 days after ULX notifies the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

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

## **XII. MODIFICATION AND TERMINATION**

101. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

102. **Termination.** This Settlement may be terminated by either Plaintiffs or UXL by serving on counsel for the opposing Party and filing with the Court a written notice of termination within thirty (30) days (or such longer time as may be agreed in writing between Plaintiffs and UXL) after any of the following occurrences:

- a. Plaintiffs and UXL agree to termination;
- b. the Court rejects, materially modifies, materially amends or changes, or declines to finally approve the Settlement;
- c. an appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within 360 days after such reversal;
- d. the Effective Date does not occur;
- f. the Class Representatives, Class Counsel, Defendants, or Defendants' counsel materially breach this Settlement Agreement; or any other ground for termination provided for elsewhere in this Settlement Agreement.

103. UXL also shall have the right to terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within fourteen (14) days after its receipt from the Settlement Administrator of any report indicating that the number of Settlement Class Members who timely request exclusion from the Settlement Class equals or exceeds 1,500 Settlement Class Members. If UXL exercises this option, it shall notify Class Counsel of its intent to do so in writing.

104. **Effect of Termination.** In the event of a termination as provided in Paragraph 102, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement or the Settlement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

### **XIII. RELEASES**

105. **The Release.** Upon the Effective Date, and by operation of the judgment in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have fully, finally, and forever released, relinquished, acquitted, and discharged Defendant and each of the Released Parties from any and all Released Claims.

106. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party shall

be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Class Representatives, the Settlement Class, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

107. **Release of Class Representatives and Class Counsel.** As of the Effective Date, ULX and its representatives, officers, agents, directors, affiliates, employees, insurers, and attorneys absolutely and unconditionally release and discharge the Class Representatives and Class Counsel from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to prosecution of the Action, the Settlement

Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims by the Parties hereto to enforce the terms of the Settlement).

**VII. SERVICE AWARD PAYMENTS**

108. **Service Award Payments.** At least twenty-one (21) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking a service award payment for the Class Representatives in recognition for their contributions to this Action. ULX agrees not to oppose Class Counsel's request for a service award not to exceed \$2,500.00 per representative. The Settlement Administrator shall make the Service Award Payments to the Class Representatives from the Settlement Fund. Such Service Award Payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

109. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of service awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

**VIII. ATTORNEYS' FEES, COSTS, EXPENSES**

110. **Attorneys' Fees and Costs and Expenses.** At least twenty-one (21) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses to be paid from the Settlement Fund. ULX agrees not to oppose Class Counsel's request for an award of attorneys' fees not to exceed one-third (33.33%) of the Settlement Fund and for reimbursement of reasonable litigation costs and expenses. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement, Class Counsel

shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Costs (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than fourteen (14) days after the Effective Date.

111. **Allocation.** Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys for Plaintiffs. ULX shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

#### **XIV. NO ADMISSION OF LIABILITY**

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

113. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by ULX in the Action or in any proceeding in any court, administrative agency or other tribunal.



**XV. MISCELLANEOUS**

114. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

115. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

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

117. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

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

119. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other in good faith prior to seeking Court intervention.

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

121. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

122. **Confidentiality.** This Agreement and its terms shall remain completely confidential until all documents are executed, and the Motion for Preliminary Approval is filed with the Court. Pending the filing of that Motion, Class Counsel may disclose this Settlement Agreement and its terms to the Settlement Class Representatives and other retained clients who will also maintain the complete confidentiality of this Settlement Agreement and its terms. Defendant may, at its sole discretion, disclose the terms of the Settlement Agreement to its auditors and other parties as reasonably necessary.

123. **Notices.** All notices to Class Counsel provided for herein, shall be sent by email and/or overnight mail to:

J. Austin Moore  
**STUEVE SIEGEL HANSON LLP**  
460 Nichols Road, Suite 200  
Kansas City, Missouri 64112  
[moore@stuevesiegel.com](mailto:moore@stuevesiegel.com)

Bryce B. Bell  
**BELL LAW, LLC**  
2600 Grand Blvd., Suite 580  
Kansas City, Missouri 64108  
[Bryce@BellLawKC.com](mailto:Bryce@BellLawKC.com)

Tyler W. Hudson  
**WAGSTAFF & CARTMELL**  
4740 Grand Avenue, Suite 300  
Kansas City, MO 64112  
[thudson@wcllp.com](mailto:thudson@wcllp.com)

Manuel Santiago Hiraldo  
**HIRALDO P.A.**  
401 E. Las Olas Boulevard  
Suite 1400  
Ft. Lauderdale, Florida 33301  
[mhiraldo@hiral dolaw.com](mailto:mhiraldo@hiral dolaw.com)

Rachel Dapeer  
**DAPEER LAW, P.A.**  
20900 NE 30th Avenue, #417  
Aventura, FL 33180  
[Rachel@dapeer.com](mailto:Rachel@dapeer.com)


All notices to ULX provided for herein, shall be sent by email and/or overnight mail to:

Myriah V. Jaworski  
**CLARK HILL LLP**  
600 W. Broadway Suite 500  
San Diego, California 92101  
[mjaworski@clarkhill.com](mailto:mjaworski@clarkhill.com)

The notice recipients and addresses designated above may be changed by written notice.


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

[SIGNATURES ON FOLLOWING PAGE]

By:   
Myriah V. Jaworski  
CLARK HILL LLP

Date: 6/21/2024

*Outside Counsel for Defendant ULX Corp.*

DocuSigned by:  
By:   
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Renee Meisel

Date: 6/21/2024

*General Counsel for Defendant ULX Corp.*

By: \_\_\_\_\_  
J. Austin Moore  
STUEVE SIEGEL HANSON LLP

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bryce B. Bell  
BELL LAW, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tyler W. Hudson  
WAGSTAFF & CARTMELL

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Manuel Santiago Hiraldo  
HIRALDO P.A.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rachel Dapeer  
DAPEER LAW P.A.

Date: \_\_\_\_\_

*Counsel for Plaintiffs and the Settlement Class*

By: \_\_\_\_\_  
Myriah V. Jaworski  
CLARK HILL LLP

Date: \_\_\_\_\_

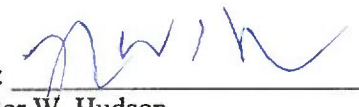
*Counsel for Defendant ULX Corp.*

By:  \_\_\_\_\_  
J. Austin Moore  
STUEVE SEGEL HANSON LLP

Date: 6/20/2024

By: \_\_\_\_\_  
Bryce B. Bell  
BELL LAW, LLC

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Tyler W. Hudson  
WAGSTAFF & CARTMELL

Date: 6/20/2024

By: Manuel S. Hiraldo  
Manuel Santiago Hiraldo  
HIRALDO P.A.

Date: 6/21/2024

By: \_\_\_\_\_  
Rachel Dapeer  
DAPEER LAW P.A.

Date: \_\_\_\_\_

*Counsel for Plaintiffs and the Settlement Class*

By: \_\_\_\_\_  
Myriah V. Jaworski  
CLARK HILL LLP

Date: \_\_\_\_\_

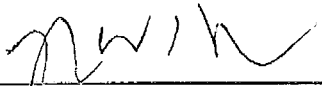
*Counsel for Defendant ULX Corp.*

By:  \_\_\_\_\_  
J. Austin Moore  
STUEVE SEGEL HANSON LLP

Date: 6/20/2024

By: \_\_\_\_\_  
Bryce B. Bell  
BELL LAW, LLC


Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Tyler W. Hudson  
WAGSTAFF & CARTMELL

Date: 6/20/2024

By: \_\_\_\_\_  
Manuel Santiago Hiraldo  
HIRALDO P.A.

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Rachel Dapeer  
DAPEER LAW P.A.

Date: 6/21/24

*Counsel for Plaintiffs and the Settlement Class*

By: \_\_\_\_\_  
Myriah V. Jaworski  
CLARK HILL LLP

Date: \_\_\_\_\_

*Counsel for Defendant ULX Corp.*

By:  \_\_\_\_\_  
J. Austin Moore  
STUEVE SIEGEL HANSON LLP

Date: 6/20/2024

By:  \_\_\_\_\_  
Bryce B. Bell  
BELL LAW, LLC

Date: 6/21/2024

By: \_\_\_\_\_  
Tyler W. Hudson  
WAGSTAFF & CARTMELL

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Manuel Santiago Hiraldo  
HIRALDO P.A.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rachel Dapeer  
DAPEER LAW P.A.

Date: \_\_\_\_\_

*Counsel for Plaintiffs and the Settlement Class*