

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

SANDRA WARD, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

ANDERSON, MCPHARLIN & CONNERS
LLP and DOES 1 through 100, inclusive

Defendant.

Case No. 22STCV05785

CLASS SETTLEMENT AGREEMENT AND RELEASE

This Class Settlement Agreement and Release (“Class Settlement Agreement”) is made and entered into by and among the following Settling Parties (as defined below): (i) Plaintiff Sandra Ward (“Plaintiff” or “Representative Plaintiff”), individually and on behalf of the Settlement Class (as defined below), by and through her counsel Cole & Van Note (“Plaintiff’s Counsel”); and (ii) Defendant Anderson, McPharlin & Connors LLP (“AMC”), by and through its counsel, Wilson Elser Moskowitz Edelman & Dicker LLP (“Defendant’s Counsel”). The Class Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

This Class Settlement Agreement relates to a data security incident that occurred at AMC on or around June 24, 2021 (the “Data Security Incident”).

Plaintiff, individually and on behalf of putative classes, filed an action against AMC asserting various claims concerning the Data Security Incident in Los Angeles County Superior Court.

On September 20, 2022, the Settling Parties engaged in an all-day, arms-length mediation before Judge Morton Denlow (Ret.), which resulted in a settlement in principle.

Pursuant to the terms agreed to and set out below, this Class Settlement Agreement resolves all actions, proceedings, and claims against AMC and the Released Parties that are asserted in, arise from, or relate to Plaintiff's complaints filed in the Litigation, as well as all other actions or claims by and on behalf of individuals or putative classes arising from the Data Security Incident or matters referenced in those complaints.

I. CLAIMS OF REPRESENTATIVE PLAINTIFF AND BENEFITS OF THE CLASS SETTLEMENT

Representative Plaintiff believes the claims asserted in the Litigation, as set forth in the complaints filed in the present case, have merit. Representative Plaintiff and Plaintiff's Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the case against AMC and the Released Parties through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, particularly in an area that remains in a state of development, and thus a level of uncertainty, as well as the difficulties and delays inherent in such litigation. Plaintiff's Counsel is highly experienced in class action litigation, particularly in privacy litigation, and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. In addition, AMC contends Plaintiff will face difficulties in certifying a class, proving liability, and establishing compensable damages on a classwide basis. While Plaintiff's Counsel believes Representative Plaintiff would prevail on class certification and liability issues, they nevertheless acknowledge the risks involved in litigation and believe settlement is in the best interests of the Settlement Class. They have determined that the settlement set forth in this Class

Settlement Agreement is fair, reasonable, and adequate, and in the best interests of Plaintiff and the Settlement Class.

II. DENIAL OF WRONGDOING AND LIABILITY

AMC denies each and all of the claims and contentions alleged against it in the Litigation and believes its defenses have merit. AMC denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation, or that it violated or breached any law, regulation, or duty owed to the proposed Settlement Class. AMC further denies that any individual suffered any actual harm caused by the Data Security Incident. AMC also believes it would not be possible or feasible to certify a class for trial purposes as opposed to for settlement purposes. Nonetheless, AMC has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement. AMC also has considered the uncertainty and risks inherent in any litigation. AMC has, therefore, determined it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement.

III. TERMS OF THE SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiff, individually and on behalf of the Settlement Class, and AMC that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released upon and subject to the terms and conditions of this Class Settlement Agreement, as follows:

1. **DEFINITIONS**

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

1.1 “Administrative Costs” means all costs and expenses associated with providing notice of the Class Settlement Agreement to the Settlement Class, Claims Administration, and otherwise administering and carrying out the terms of this Class Settlement Agreement.

1.2 “Agreement” or “Class Settlement Agreement” means this Class Settlement Agreement and Release.

1.3 “Approved Claims” means valid Settlement Claims approved by the Claims Administrator or found to be valid, as set forth below.

1.4 “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the Court to Settlement Class Counsel to compensate Plaintiff’s Counsel fully and completely for their fees, costs, and expenses in connection with the Litigation.

1.5 “Award” means the amount remitted by the Claims Administrator out of the Settlement Fund to Settlement Class Members, as provided in Paragraphs 2 and 7 of this Class Settlement Agreement.

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

1.7 “Claims Administrator” means American Legal Claims Services, a company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation, as may be jointly agreed upon by the Settling Parties and approved

by the Court. The Claims Administrator may be replaced upon agreement of the Settling Parties or as directed by the Court.

1.8 “Claims Filing Deadline” means the deadline by which Settlement Class Members must submit any valid Settlement Claims. The Claims Filing Deadline shall be set by the Court in the Preliminary Approval Order. The Settling Parties propose a Claims Filing Deadline that is ninety (90) days after the Notice Deadline.

1.9 “Claim Form” means the claim form attached hereto as **Exhibit A**, or a claim form approved by the Court that is substantially similar to **Exhibit A**, that Settlement Class Members must submit to be eligible for relief under the terms of the Class Settlement Agreement.

1.10 “Claims Period” means the time for Settlement Class Members to submit Settlement Claims, running from the date of entry of the Preliminary Approval Order through the Claims Filing Deadline.

1.11 “Class Notice” means the notice of settlement that is contemplated by this Class Settlement Agreement, and which shall include the Long Notice and Summary Notice, substantially in the forms attached hereto as **Exhibits B** and **C**, respectively, as approved by the Court.

1.12 “Data Security Incident” means the data security incident that occurred on or around June 24, 2021 and that AMC discovered and disclosed to potentially impacted individuals in late 2021 and early 2022, as alleged in Representative Plaintiff’s class action complaints, whereby unauthorized hackers allegedly gained access to files that contained certain information about individuals with connection to AMC, including full names, addresses, dates of birth, Social Security numbers, driver’s license numbers, financial account information, and certain medical information.

1.13 “Escrow Account” means a checking account established by the Claims Administrator at a financial institution other than AMC’s into which monies are to be deposited as set forth by this Agreement for the Settlement Fund.

1.14 “Effective Date” means the date by which all of the events and conditions specified in Paragraphs 1.16 and 10 below for the Final Approval Order to become Final have occurred or have been met. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the Attorneys’ Fees and Expenses Award or the Service Award. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being the Attorneys’ Fees and Expenses Award and/or the Service Award.

1.15 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Class Settlement Agreement is approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment (as those terms are defined herein); and (iii) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Final Approval Order and Judgment have been affirmed in their entirety by the court of last resort to which such appeal may be taken, and such judgement or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Attorneys’ Fees and Expenses Award or Service Award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.16 “Final Approval Hearing” means the final hearing to be conducted by the Court in connection with the determination of the fairness, adequacy and reasonableness of this Class Settlement Agreement and the proposed settlement of the Litigation.

1.17 “Final Approval Order” means the Court’s Final Approval Order, which, among other things, approves this Class Settlement Agreement and the settlement as fair, adequate, and reasonable, enters the Judgment, and confirms the final certification of the Settlement Class, substantially in the form attached hereto as **Exhibit E**.

1.18 “Funding Date” means the date, which is no later than twenty (20) days after the later of the Effective Date or the date which the Claims Administrator provides AMC the Payment Instructions.

1.19 “Judgment” means a final judgment ordering and affirming the release set forth in Paragraph 8 of this Class Settlement Agreement of the Released Claims against the Released Parties.

1.20 “Litigation” means the present case.

1.21 “Notice Program” means the notice program described in Paragraph 4.

1.22 “Objection Deadline” means thirty (30) days after the date of mailing of the Class Notice or such other date set by the Court in the Preliminary Approval Order.

1.23 “Opt-Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion; (ii) who does not rescind that Request for Exclusion before the Opt-Out Deadline; and (iii) as to which there is not a successful challenge to the Request for Exclusion.

1.24 “Opt-Out Deadline” means the date by which Settlement Class Members must mail or submit through the settlement website their Request for Exclusion in order for it to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Deadline shall be thirty (30) days after the date of mailing of the Class Notice or such other date set by the Court in the Preliminary Approval Order.

1.25 “Out of Pocket Expenses” means the following types of expenses actually incurred that are fairly traceable to the Data Security Incident: (a) unreimbursed payment card fees or unreimbursed bank fees, including unreimbursed card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees and unreimbursed fees relating to an account being frozen or otherwise unavailable due to the Data Security Incident; (b) cell, internet or text charges; (c) unreimbursed costs or charges for obtaining credit reports, credit freezes, or credit monitoring or identity theft protection services (up to two years of coverage) incurred on or after June 24, 2021 through the date of the Settlement Class Member’s claim submission during the Claims Period; (d) other unreimbursed costs associated with fraud or identity theft, including attorneys’ fees and accountant fees; and (e) postage costs.

1.26 “Payment Instructions” means: (a) written directions from the Claims Administrator for the payment of any amount consistent with the terms of this Class Settlement Agreement, which shall specify: (i) as for any wire transfer payment, the routing, account number, bank name and address, and any other pertinent details required for the transfer; and (ii) as for any check payment, the payee of the check; and (b) a W-9 form for the Escrow Account. The Payment Instructions shall be confirmed by voice phone call by the Claims Administrator and must be approved by Settlement Class Counsel in writing.

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

1.28 “Personal Information” means information that may have been exposed, compromised, or accessed during the Data Security Incident, including names, addresses, driver’s license numbers, dates of birth, financial account information, Social Security numbers, medical information, and/or Protected Health Information, as defined by the Health Insurance Portability and Accountability Act of 1996.

1.29 “Preliminary Approval Order” means the Court’s order granting, among other things, conditional certification of the Settlement Class, preliminary approval of this Class Settlement Agreement and the settlement, and approval of the form and method of Class Notice, substantially in the form set forth in **Exhibit D**.

1.30 “Released Claims” means any and all claims, causes of action of every kind and description, liabilities, rights, demands, suits, matters, obligations, and damages (including consequential damages, losses or costs, liquidated damages, statutory damages, punitive damages, attorneys’ fees and costs), whether known or unknown (including Unknown Claims) and whether in law or in equity, that the Settlement Class Members (and the respective heirs, administrators, representatives, attorneys, agents, officers, directors, employees, parents, subsidiaries, administrators, partners, predecessors, successors, assigns, subrogees, insurers, co-insurers, reinsurers and insurance brokers of each of Plaintiff, Settlement Class Counsel and the Settlement Class Members and all other legal or natural persons who may claim by, through or under them who have not timely excluded themselves from the Settlement Class) had, have, or may have against AMC or the Released Parties that result from, arise out of, are based upon, or relate to the Data Security Incident. For the avoidance of doubt, Released Claims include, without limitation, all claims asserted or that could have been asserted in the Litigation or any other suit or pleading in any other court or forum arising out of, based upon, or related in any way to the Data Security

Incident, including without limitation, any claims (including common law and statutory claims), actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of (1) the alleged theft, exposure, accessibility or disclosure of Settlement Class Members' Personal Information; (2) the maintenance and storage of Settlement Class Members' Personal Information; (3) AMC's information security policies and practices; and/or (4) AMC's notice or alleged lack of timely notice of the Data Security Incident to Settlement Class Members. "Released Claims" does not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the Class Settlement Agreement and shall not include any claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.31 "Released Parties" means (i) AMC; and (ii) its past or present owners, parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, predecessors, successors, directors, officers, members, shareholders, employees, servants, representatives, principals, agents, advisors, consultants, vendors, partners, contractors, attorneys, insurers, reinsurers, subrogees, and includes, without limitation, any Person related to any such entities who is, was or could have been named as a defendant in the Litigation, other than any third-party individual other than AMC who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge. The Settling Parties expressly acknowledge that all Released Parties are intended beneficiaries of this Class Settlement Agreement.

1.32 "Representative Plaintiff" means Plaintiff Sandra Ward.

1.33 "Request for Exclusion" means a fully completed and properly executed written

request that is timely delivered to the Claims Administrator by a Settlement Class Member under Paragraph 5 of this Class Settlement Agreement and is postmarked or submitted through the settlement website on or before the Opt-Out Deadline. For a Request for Exclusion to be properly completed and executed, subject to approval by the Court, it must: (a) state the Settlement Class Member's full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature or the original signature of a person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian or person acting under a power of attorney; and (c) state unequivocally the Settlement Class Member's intent to be excluded from the settlement. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

1.34 "Service Award" means such funds as may be awarded by the Court to the Representative Plaintiff for her service as Representative Plaintiff.

1.35 "Settlement Class" means all individuals within the United States (1) whose protected health information or personal identifying information was stored by AMC; and (2) who were affected by the Data Security Incident. Excluded from the Settlement Class is any judge presiding over the Litigation and any members of their first-degree relatives, judicial staff, and persons who timely and validly request exclusion from the Settlement Class.

1.36 "Settlement Class Counsel" means: Scott Edward Cole of COLE & VAN NOTE.

1.37 "Settlement Class Member(s)" means a member(s) of the Settlement Class. There are approximately 1,895 Settlement Class Members.

1.38 "Settlement Fund" means up to \$150,000, which shall be the only amount paid by AMC for payments to Settlement Class Members for claims made.

1.39 “Settling Parties” means, collectively, AMC and Representative Plaintiff, individually and on behalf of the Settlement Class.

1.40 “AMC” means Defendant Anderson, McPharlin & Conners LLP.

1.41 “Unauthorized Activity Period” means the time from and including June 24, 2021 through and including the Claims Filing Deadline.

1.42 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including the Representative Plaintiff, does not know or suspect to exist in his or her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision to participate in this Class Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Representative Plaintiff expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order shall have, released any and all Released Claims, including Unknown Claims. As to Representative Plaintiff, this includes waiver of the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542. Representative Plaintiff, may hereafter discover facts in addition to, or different from, those that she now knows or believes to be true with respect to the subject matter of the Released Claims, but Representative Plaintiff expressly shall have, and shall be deemed to have, and by operation of the Final Approval Order shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims. Settlement Class Members other than Representative Plaintiff shall not be subject to a general release under California Civil

Code § 1542 or any other provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542. Settlement Class Members shall only release those claims alleged in the Litigation or arising out of the Data Security Incident.

1.43 All time periods described in terms of “days” shall be in calendar days unless otherwise expressly stated.

2. **SETTLEMENT CONSIDERATION**

2.1 In consideration for the releases contained in this Class Settlement Agreement, and as a direct result of the Litigation, and without admitting liability for any of the alleged acts or omissions alleged in the Litigation, and in the interests of minimizing the costs inherent in any litigation, AMC will perform all the following:

2.2 AMC will make payments to the Claims Administrator as follows: (a) within ten (10) business days following entry of the Preliminary Approval Order and receipt of Payment Instructions, AMC will pay and advance the amounts reasonably necessary to pay for the Notice Program and settlement administration which amount shall be determined and requested by the Claims Administrator and approved by Settlement Class Counsel; (b) on or before the Funding Date, AMC will pay into the Escrow Account the Settlement Fund, consisting of any valid claims for identity-theft protection services, lost time, or Reimbursement Awards, and will also pay any then remaining Notice Program and settlement administration costs; (c) within ten (10) business days of the Effective Date, AMC will pay to Settlement Class Counsel up to \$150,000 for the Attorneys’ Fees and Expenses Award; and (d) within ten (10) business days of the Effective Date, AMC will pay to up to \$2,500 to Representative Plaintiff for Representative Plaintiff’s Service Award.

2.3 Each Settlement Class Member who files a valid claim will be eligible for one cash payment. If more than one valid claim is submitted, the largest valid claim filed will be processed and the remaining claims will be denied as duplicative.

2.4 Settlement Class Members may make a Settlement Claim for: (i) identity-theft protection services, as described further in ¶ 2.4.1; (ii) an award for lost time up to three (3) hours at \$20 per hour; and (ii) a Reimbursement Award up to \$800 per person for documented out of pocket loss subject to submission of a claim form executed under penalty of perjury.

2.4.1 *Identity-Theft Protection.* Single bureau credit monitoring for two (2) years.

2.4.2 *Reimbursement Award.* A Settlement Class Member who incurred unreimbursed unauthorized or fraudulent charges or Out of Pocket Expenses fairly traceable to the Data Security Incident and submits a valid claim for a Reimbursement Award shall be eligible to receive a Reimbursement Award consisting of reimbursement of up to \$800. In assessing what qualifies as “fairly traceable,” the Claims Administrator shall consider (i) whether the timing of the expenses occurred during the Unauthorized Activity Period; and (ii) any other information provided by the Settlement Class Member supporting that reimbursement is appropriate in accordance with the terms of this Agreement.

2.5 Settlement Class Members seeking an award under this Agreement must complete and submit a written Claim Form to the Claims Administrator, postmarked or submitted electronically on or before the Claims Filing Deadline. The Claim Form must: (a) be signed by the Settlement Class Member with a statement that his or her claim is true and correct to the best of his or her belief; and (b) provide appropriate documentation where required by the Claim Form. Failure to provide supporting documentation as requested as set forth in Paragraph 2.6 or as

requested on the Claim Form or by the Claims Administrator shall result in denial of a Settlement Claim.

2.6 *Additional Information Required for a Reimbursement Award of Out of Pocket Expenses.* A Settlement Class Member seeking a Reimbursement Award for Out of Pocket Expenses must provide: (i) documentation sufficient to show unauthorized charges or other losses experienced during the Unauthorized Activity Period that were not reimbursed or denied and all claimed losses from such charges; (ii) documentation that enables the Claims Administrator to determine that the Out of Pocket Expenses were fairly traceable to the Data Security Incident; and (iii) an attestation that the Settlement Class Member made reasonable efforts to avoid or seek reimbursement for the loss, including from the applicable bank or payment card servicer and through exhaustion of any available credit monitoring insurance and identity theft insurance, but has been unsuccessful.

2.7 *Pro Rata Reduction:* The Claims Administrator shall adjust the payment amount of all Awards as follows:

2.7.1 If, after the Effective Date, the total dollar value of all Approved Claims (for lost time and Reimbursement Awards) exceeds \$150,000, the payment amount for all Approved Claims shall be reduced *pro rata* among all Settlement Class Members who submitted Approved Claims. These *pro rata* determinations shall be performed by the Claims Administrator.

2.8. *Security Enhancements:* As part of the settlement and pre-mediation discovery, AMC disclosed that it has made efforts to enhance its data security. AMC will prepare and provide to Plaintiff's Counsel a confidential declaration outlining these security enhancements to protect Settlement Class Members' confidential data in the future.

2.9 *Payments Separate From Settlement Fund:* The payments to Class Counsel for the Attorneys' Fees and Expenses Award, to Representative Plaintiff for the Service Award, and to the Claims Administrator for their costs shall be paid separately from the Settlement Fund.

2.10 *Attorneys' Fees and Expenses:* AMC shall not object to an Attorneys' Fees and Expenses Award to Plaintiff's Counsel of up to \$150,000 for the fees and costs incurred in the course of this Litigation (and those that will be incurred in the future). This was negotiated separately from the payments to Class Members and AMC shall pay this separate from the Settlement Fund. Plaintiff's Counsel believe this represents a reasonable award given the time and resources Plaintiff's Counsel has dedicated to the Litigation and that it will not affect the amount any Class Member will receive.

3 **PRELIMINARY SETTLEMENT APPROVAL AND FINAL APPROVAL**

3.1 As soon as practicable after the execution of the Class Settlement Agreement, Settlement Class Counsel shall file a motion seeking entry of a Preliminary Approval Order ("Motion for Preliminary Approval"). A proposed Preliminary Approval Order shall be submitted with the Motion for Preliminary Approval and shall be substantially in the form set forth in **Exhibit D**. The Motion for Preliminary Approval shall request that the Court, *inter alia*:

- a) Stay all proceedings in the Litigation other than those related to approval of the Class Settlement Agreement;
- b) Stay and/or enjoin, pending Final Approval of the Class Settlement Agreement, any actions brought by Settlement Class Members concerning the Released Claims;
- c) Preliminarily certify the Settlement Class for settlement purposes only;
- d) Preliminarily approve the terms of the Class Settlement Agreement as fair,

- adequate, and reasonable;
- e) Appoint Representative Plaintiff as the Settlement Class representative for settlement purposes only;
 - f) Appoint Settlement Class Counsel as counsel for the Settlement Class for settlement purposes only;
 - g) Approve the notice program, as set forth in Paragraph 4 and set the dates for the Claims Filing Deadline, Opt-Out Deadline, and Objection Deadline;
 - h) Approve the form and contents of a long form notice (“Long Notice”) to be posted on the settlement website substantially similar to the one attached hereto as **Exhibit B**, and a Summary Notice to be sent via First Class Mail to Settlement Class Members (“Summary Notice”), substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the Settling Parties’ respective litigation positions, the general terms of the settlement set forth in the Class Settlement Agreement, instructions for how to object to or submit a Request for Exclusion from the settlement, the process and instructions for filing a Claim Form, and the date, time and place of the Final Approval Hearing;
 - i) Approve a Claim Form substantially similar to that attached hereto as **Exhibit A**;
 - j) Appoint a Claims Administrator;
 - k) Set deadlines for objections, requests for exclusion, a motion for final approval, and briefing in support of final approval by the Settling Parties; and
 - l) Schedule the Final Approval Hearing on a date at least one hundred (100) days

from the date of the Preliminary Approval Order.

3.2 AMC will not object to the entry of the Preliminary Approval Order so long as it is substantially in the form attached to this Class Settlement Agreement as **Exhibit D** and is otherwise consistent with this Class Settlement Agreement.

3.3 Settlement Class Counsel and AMC shall request that the Court hold a Final Approval Hearing after notice is completed and at least thirty (30) days after the Opt-Out Deadline and Objection Deadline, and at least one hundred (100) days after the date of the Preliminary Approval Order.

3.4 Settlement Class Counsel and the Representative Plaintiff shall move for final approval on or before the deadline set by the Court. AMC shall not object to the Motion for Final Approval but may file briefing in support of final approval or in opposition to any objections by the deadline set by the Court.

3.5 The proposed Final Approval Order shall be filed with the Motion for Final Approval, shall be substantially in the form attached hereto as **Exhibit E** and shall, among other things:

- a) Determine the Class Settlement Agreement is fair, adequate, and reasonable;
- b) Finally certify the Settlement Class for settlement purposes only;
- c) Determine that the Notice Program satisfies all statutory and due process requirements; and
- d) Release and forever discharge AMC and the Released Parties from the Released Claims, as provided for in this Class Settlement Agreement.

4 NOTICE PROGRAM

4.1 Within fifteen (15) days of entry of the Preliminary Approval Order, AMC will

provide the Claims Administrator with a list of Settlement Class Members which will include, to the extent available, the name and physical mailing address of each Settlement Class Member. The Claims Administrator shall cause notice to be disseminated to the Settlement Class Members pursuant to the Preliminary Approval Order and the Notice Program as described below, and in compliance with all applicable laws, including, but not limited to, the Due Process clause of the United States Constitution and the California Code of Civil Procedure, and be effectuated pursuant to the provisions set forth below. The Claims Administrator must maintain the list of Settlement Class Members in strict confidence and may not share the list with anyone other than AMC.

4.2 Class Notice shall be provided to the Settlement Class as follows:

4.2.1 Within ten (10) days after receiving the Settlement Class list from AMC, the Claims Administrator shall send the Summary Notice on a postcard via First Class U.S. Mail, postage pre-paid, to Settlement Class Members (the “Notice Deadline”). Within twenty (20) days after sending such mail, the Claims Administrator shall undertake reasonable efforts to confirm the address, and to resend notice, for any Settlement Class Members for which the Claims Administrator receives returned mail from the U.S. Postal Service indicating that the initial mailing was not delivered. The Claims Administrator has advised the Settling Parties the following about the Claims Administrator’s returned mail procedures:

Prior to mailing, the Claims Administrator will process the United States Postal Service (USPS) addresses provided through the USPS National Change of Address System to increase mail deliverability and accuracy. The Claims Administrator will also process the USPS address through the USPS’s Coding Accuracy Support System (CASS) to standardize the addresses for ZIP+4 Codes, carrier routes and 5-digit ZIP Coding. This reduces undeliverable mail, reduces unsortable mail, and increases the mail that reaches the intended address. All notices that are returned by the USPS with a forwarding address attached will be re-mailed to the updated address and the class member list will be updated accordingly. All notices that are returned by the USPS as undeliverable mail with no updated address will be skip traced utilizing a nationally known credit firm utilizing credit bureau information to identify the most current address available. Notices will be re-mailed to the updated address provided. The class member list will be updated accordingly.

4.2.2 Within seven (7) days after receiving the Settlement Class list from AMC, the Claims Administrator shall establish a dedicated settlement website, www.amcdatasettlement.com, that includes this Class Settlement Agreement, the Long Notice, and the Claim Form approved by the Court. Settlement Class Counsel shall propose the format and content of the settlement website for approval by Defendant's Counsel, which shall not be unreasonably withheld. The Claims Administrator shall maintain and update the website throughout the Claims Period. The Claims Administrator will also post on the settlement website copies of the Motion for Final Approval of the Class Settlement Agreement, the motion for an Attorneys' Fees and Expenses Award and a Service Award, and the judgment entered by the Court. A toll-free number with interactive voice response and FAQs shall also be made available to address Settlement Class Members' inquiries. The Claims Administrator will post any change in the date or location of the Final Approval Hearing on the settlement website and make the information available for communication as part of the toll-free number. The settlement website shall not include any advertising and shall remain operational until thirty (30) days following the Effective Date, at which time the Claims Administrator shall terminate the settlement website.

4.3 The Notice Program shall be subject to approval by the Court as meeting the requirements of due process and the California Code of Civil Procedure.

4.4 The Long Notice, Summary Notice, and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties as may be reasonable and necessary, so long as it is not inconsistent with such approval and does not materially alter the language approved by the Court.

4.5 Prior to the Final Approval Hearing, Counsel for the Settling Parties shall cause to be filed with the Court an appropriate declaration from the Claims Administrator demonstrating

compliance with the Court-approved Notice Program.

5 OPT-OUT PROCEDURES

5.1 Each Settlement Class Member wishing to exclude themselves from the Settlement Class must individually sign and timely mail a written Request for Exclusion to the address designated by the Claims Administrator.

5.2 To be effective, a Request for Exclusion must be postmarked no later than thirty (30) days after the date of mailing of the Class Notice or such other date set by the Court in the Preliminary Approval Order.

5.3 Within seven (7) days after the Opt-Out Deadline, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel may file these materials with the Court, with any Personal Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

5.4 All persons who opt out of the Settlement Class shall not receive any benefits of or be bound by the terms of this Class Settlement Agreement. All persons falling within the definition of the Settlement Class who do not opt out shall be bound by the terms of this Class Settlement Agreement and the Final Approval Order entered thereon.

6 OBJECTION PROCEDURES

6.1 Each Settlement Class Member who does not file a valid and timely Request for Exclusion may submit to the Claims Administrator a notice of intent to object to the Class Settlement Agreement. The Long Notice shall instruct Settlement Class Members who wish to object to the Agreement to send their written objections only to the Claims Administrator. The

Notice shall make clear that the Court can only approve or deny the Class Settlement Agreement and cannot change the terms. The Notice shall advise Settlement Class Members of the deadline for submission of any objections.

6.2 All such notices of an intent to object to the Class Settlement Agreement must be written and may include all of the following: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iii) a statement as to whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class; (iv) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any counsel representing the objector; (vi) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

6.3 To be timely, written notice of an objection in the appropriate form must be filed or postmarked no later than the Objection Deadline.

6.4 Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements in this Paragraph 6 for objecting shall waive and forfeit any and all rights he or she may have to object in writing to the Class Settlement Agreement, and shall be bound by all the terms of the Class Settlement Agreement and by all proceedings, orders and judgments in the Litigation. This waiver and forfeiture does not impact any right a Settlement

Class Member may otherwise have to attend the Final Approval Hearing to ask the Court to speak regarding an objection. The Settling Parties recognize that the Court generally will hear from any Settlement Class Member who attends the Final Approval Hearing and asks the Court to speak regarding his or her objection.

7 CLAIMS ADMINISTRATION

7.1 The Claims Administrator shall administer and calculate the Settlement Claims submitted by Settlement Class Members. All Settlement Claims must be submitted on or before the Claims Filing Deadline to be deemed timely. The determination by the Claims Administrator of the validity or invalidity of all Settlement Claims shall be binding. The Claims Administrator shall periodically provide Settlement Class Counsel and Defendant's Counsel with reports as to both Settlement Claims and distribution, and they shall have the right to obtain and review supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

7.2 For each Settlement Claim submitted and received, the Claims Administrator, in its sole discretion (to be reasonably exercised), will determine whether: (1) the claimant is a Settlement Class Member; and (2) that the claimant has provided all information required to complete the Claim Form by the Claims Filing Deadline, including but not limited to information required under Paragraph 2. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to adequately evaluate the Settlement Claim. All information provided to the Claims Administrator will be deemed confidential by the Claims Administrator.

7.3 The Claims Administrator shall determine whether a claimant's Claim Form, along with supporting materials, are sufficient to support a claim. If the Claims Administrator should

receive an incomplete Claim Form or a Claim Form with insufficient documentation to determine whether the claimant is a Settlement Class Member, the Claims Administrator shall request additional information and give the claimant fifteen (15) days to cure any defect(s) before rejecting a Settlement Claim. The Claims Administrator shall make requests for additional information within fifteen (15) days after the Claims Filing Deadline. If a Settlement Class Member fails to correct all deficiencies within fifteen (15) days from receiving a request for additional information, the Claims Administrator shall deny the claimant's Settlement Claim and the claimant will not be entitled to an Award.

7.4 After receiving additional information, the Claims Administrator shall have thirty (30) days to accept or reject each Settlement Claim. If, after review of the Settlement Claim and all documentation submitted by the claimant, the Claims Administrator determines that such a Settlement Claim is valid, then the Settlement Claim shall be paid within the time period provided in this Paragraph. If the Settlement Claim remains invalid because the claimant does not provide the requested information needed to complete the Claim Form and evaluate the Settlement Claim, then the Claims Administrator may reject the Settlement Claim without any further action apart from providing a notice of rejection of the Settlement Claim.

7.5 No Person shall have any claim against the Claims Administrator, AMC, the Released Parties, or their counsel, Settlement Class Counsel, and/or the Representative Plaintiff based on distribution of Awards to Settlement Class Members..

7.6 The Claims Administrator shall prepare any required tax returns and pay any taxes owed by the Settlement Fund out of the Settlement Fund. Except for the Settlement Fund, AMC shall have no obligation to any Class Member who does not timely opt-out for claims related to the Data Security Incident. In addition, under no circumstances will AMC have any liability for

taxes or tax expenses under this Class Settlement Agreement.

7.7 The Claims Administrator will send funds electronically (in an electronic payment format recommended by the Claims Administrator, such as PayPal or Venmo, and agreed-upon by the Settling Parties) for Approved Claims within the later of thirty (30) days after the Effective Date or thirty (30) days after all disputed claims have been resolved. No distributions will be made without authorization from the Settling Parties. If a Settlement Class Member cannot, or chooses not to, receive funds electronically, award checks shall be sent by U.S.P.S. mail. Award checks (electronic and paper) shall be valid for a period of ninety (90) days from issuance, and shall state, in words or substance that the check must be cashed within ninety (90) days, after which time it will become void. In the event a settlement check becomes void, the Settlement Class Member to whom that settlement check was made payable will forfeit the right to payment and will not be entitled to have the check reissued or to any further distribution from the Settlement Fund or to any further recourse against the Released Parties, and the Agreement will in all other respects be fully enforceable against the Settlement Class Member. No later than one hundred twenty (120) days from the issuance of the Award checks, the Claims Administrator shall take all steps necessary to stop payment on any Award checks that remain uncashed.

7.8 If there is any balance remaining in the Settlement Fund thirty (30) days after the Claims Administrator completes the process for stopping payment on any Award checks that remain uncashed, those funds that are still unclaimed shall go to the California State Controller's Office as unclaimed property.

7.9 All Settlement Class Members who fail to timely submit a valid Settlement Claim hereunder within the time frames set forth herein, or such other period as may be ordered by the Court or otherwise allowed, shall be forever barred from receiving an Award pursuant to this

Agreement, but will in all other respects be subject to, and bound by, the provisions of this Agreement, the Releases contained herein and the Final Approval Order.

7.10 The Claims Administrator has provided to the Settling Parties the following regarding the qualifications of the Claims Administrator: American Legal Claims Services (“ALCS”) is a class action administrator whose major focus is consumer class actions that was founded on the concept of providing the best of both worlds: complete access to premium services and resources of a quality firm, the customer focus and personal touch of a small business. ALCS has administered over 400 cases in the past 10 years with class sizes ranging into the millions of class members. These cases and ALCS expertise is spread across all major industries including financial services, automotive, labor & employment, wireless telecom, healthcare, auto insurance, electronics, and many others. The leaders of ALCS have administered over 500 class action administrations during the past 20 years and distributed over \$2 billion dollars to over 500 million class members.

7.11 The Claims Administrator has provided to the Settling Parties the following regarding the data security of the Claims Administrator: ALCS receives and maintains large amounts of sensitive case data. ALCS takes its responsibility to safeguard data seriously. Based upon the key principles of information security – availability, integrity, and confidentiality – ALCS has implemented an Information Security Policy to strengthen the security of company systems and sensitive data. ALCS fosters a culture where information security is the responsibility of everyone – employees, consultants, contractors, and business associates. Ownership of this responsibility at every level is key to successful implementation. Information security is not a static policy, but rather a continual process of risk assessment, risk mitigation, education, and reevaluation. The keystones of the ALCS Information Security Policy are as follows:

- Encryption of all sensitive data at rest and in transport
- Multifactor authentication for workstations, emails, and accounts with sensitive data
- Quarterly penetration testing of networks and servers
- Quarterly security training – social engineering, phishing, HIPAA, password security, regulatory compliance
- Off-site backup of data and key systems with point-in-time recovery between 5 minutes and 30 days
- Data, web, and application servers are housed in enterprise-class data centers by Amazon Web Services & GoRack, which provide SSAE 16 audited, best-in-class facilities designed meet the requirements of regulatory compliance acts such as Sarbanes-Oxley (SOX), HIPAA/HITECH, PCI DSS and Gramm-Leach-Bliley (GLBA).

8 RELEASES

8.1 Upon the Effective Date, each Settlement Class Member, including Representative Plaintiff, whether or not they have received an Award, will be deemed by operation of this Class Settlement Agreement and by operation of the Final Approval Order to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted AMC and the Released Parties from any and all of the Released Claims, and will be deemed to have also released Unknown Claims.

8.2 Upon entry of the Final Approval Order, each Settlement Class Member, including Representative Plaintiff, shall be barred from initiating, asserting, or prosecuting against AMC, and/or any Released Parties any claims that are released by operation of the Class Settlement Agreement and the Final Approval Order.

9 SETTLEMENT CLASS COUNSEL'S ATTORNEYS' FEES AND EXPENSES AWARD; REPRESENTATIVE PLAINTIFF'S SERVICE AWARD

9.1 Settlement Class Counsel may file a motion (either as part of the motion for final settlement approval or separately) seeking reasonable attorneys' fees in an amount not to exceed

\$150,000 (inclusive of both fees and costs). The entirety of the Attorneys' Fees and Expenses Award shall be payable separately from the Settlement Fund.

9.2 Settlement Class Counsel will also request from the Court a Service Award for Representative Plaintiff in the amount of \$2,500, to be paid separately from the Settlement Fund. AMC will not object to Representative Plaintiff's request for a Service Award payment, unless Representative Plaintiff's request exceeds the terms outlined in this Agreement.

9.3 Within ten (10) business days after the later of the Funding Date or the date the Court approves the Attorneys' Fees and Expenses Award, AMC shall remit by wire transfer or check the Attorneys' Fees and Expenses Award to an account or address designated by Settlement Class Counsel.

9.4 Within ten (10) business days after the later of the Funding Date or the date the Court approves the Service Award, AMC shall send a check made out to Representative Plaintiff in the amount approved by the Court for the Service Award to Plaintiff's Counsel.

9.5 No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the Attorneys' Fees and Expenses Award or the Service Award shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Class Settlement Agreement.

9.6 As to this Class Settlement Agreement, AMC shall not be liable for any additional attorneys' fees and expenses of Representative Plaintiff's Counsel in the Litigation beyond the up to \$150,000 provided for under this Agreement.

10 **CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION**

10.1 AMC's willingness to settle this Litigation on a class-action basis and to agree to the accompanying certification of the Settlement Class for settlement purposes is dependent on

achieving finality in this Litigation and the desire to avoid the expense of this and other litigation. Consequently, AMC has the right to terminate this Class Settlement Agreement, declare it null and void, and have no further obligations under this Class Settlement Agreement to the Representative Plaintiff, the Settlement Class, or Settlement Class Counsel, unless each of the following conditions occur:

- a) The Court has entered a Preliminary Approval Order;
- b) The Court enters a Final Approval Order;
- c) The Effective Date has occurred; and
- d) The number of Opt-Outs is fewer than 3% of the estimated Settlement Class.

10.2 If all of the conditions in Paragraph 10.1 are not fully satisfied and the Effective Date does not occur, this Class Settlement Agreement shall, without notice, be automatically terminated unless Settlement Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Class Settlement Agreement.

10.3 In the event that the Class Settlement Agreement is not approved by the Court or the Class Settlement Agreement is terminated in accordance with its terms: (a) the Settling Parties shall be restored to their respective positions in the Litigation that existed prior to the mediation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or litigant, which extension shall be subject to the decision of the Court; (b) the terms and provisions of the Class Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Class Settlement Agreement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc*; and (c)

any amounts in the Escrow Account not due and payable to the Claims Administrator shall be returned to AMC. Notwithstanding any statement in this Class Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of any Attorneys' Fees and Expenses Award to Settlement Class Counsel or the amount of any Service Award to the Representative Plaintiff shall constitute grounds for cancellation or termination of the Class Settlement Agreement.

10.4 For the avoidance of doubt, AMC conditionally agrees and consents to certification of the Settlement Class for settlement purposes only, and within the context of the Class Settlement Agreement only. If the Class Settlement Agreement, for any reason, is not fully approved or is otherwise terminated, AMC reserves its right to assert any and all objections and defenses to certification of a class, and neither the Class Settlement Agreement nor any Order or other action relating to the Class Settlement Agreement shall be offered by any Person as evidence or in support of a motion to certify a class for a purpose other than settlement.

10.5 The Settling Parties consent to a judgment in this Litigation upon the Court's final approval of this Class Settlement Agreement, consistent with the terms of this Settlement Agreement.

11 MISCELLANEOUS PROVISIONS

11.1 The Settling Parties and their counsel acknowledge that it is their intent to consummate this Class Settlement Agreement and agree to undertake their best efforts to effectuate and implement all terms and conditions of this Class Settlement Agreement, including taking all steps and efforts contemplated by this Class Settlement Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise.

11.2 The Settling Parties intend this Class Settlement Agreement to be a final and

complete resolution of all disputes between them with respect to the Litigation and with regard to the Released Parties. The Class Settlement Agreement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

11.3 Neither the Class Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Class Settlement Agreement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim or of any wrongdoing or liability of any of the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Parties may file the Class Settlement Agreement in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11.4 The Class Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

11.5 The Class Settlement Agreement contains the entire agreement between the Settling Parties and supersedes all prior agreements or understandings between them. The terms of the Class Settlement Agreement shall be construed as if drafted jointly by all Settling Parties to this Class Settlement Agreement. The terms of the Class Settlement Agreement shall be binding upon each of the Settling Parties to this Class Settlement Agreement, their agents, attorneys, employees, successors and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Settlement Class Member.

11.6 Released Parties shall not be liable for any additional attorneys' fees, costs or expenses of any Settlement Class Members' counsel, including any potential objectors or counsel representing a Settlement Class Member individually, other than what is expressly provided for in this Class Settlement Agreement. Settlement Class Counsel agree to hold Released Parties harmless from any claim regarding the division of any Attorneys' Fees and Expenses Award to Settlement Class Counsel, and any claim that the term "Settlement Class Counsel" fails to include any counsel, Person, or firm who claims that they are entitled to a share of any attorneys' fees awarded to Settlement Class Counsel in the Litigation.

11.7 The Class Settlement Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of California, and the rights and obligations of the Settling Parties shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California without giving effect to that State's choice of law principles.

11.8 The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Class Settlement Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Class Settlement Agreement

that cannot be resolved by negotiation and agreement by counsel for the Settling Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Class Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Class Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

11.9 The individual signing this Class Settlement Agreement on behalf of AMC represent that he or she is fully authorized by AMC to enter into, and to execute, this Class Settlement Agreement on its behalf. Plaintiff's Counsel represents that they are fully authorized to conduct settlement negotiations with Defendant's Counsel on behalf of Representative Plaintiff, and to enter into, and to execute, this Class Settlement Agreement on behalf of the Settlement Class, subject to Court approval pursuant to the California Code of Civil Procedures and Rules of Court.

11.10 None of the Settling Parties to this Class Settlement Agreement shall be considered to be the primary drafter of this Class Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

11.11 The Settling Parties agree that this Class Settlement Agreement, and the Final Order following from the Class Settlement Agreement, will not prejudice in any way the Settling Parties' right to raise any of the arguments that the Settling Parties made in this case in any future litigation.

11.12 In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Class Settlement Agreement shall

continue in full force and effect without said provision to the extent AMC does not exercise its right to terminate under Paragraph 10.

11.13 All notices or formal communications under this Class Settlement Agreement shall be in writing and shall be given (i) by hand delivery; (ii) by registered or certified mail, return receipt requested, postage pre-paid; or (iii) by overnight courier to counsel for the Settling Party to whom notice is directed at the following addresses, and also send a copy by electronic mail:

For Representative Plaintiff and the Settlement Class:

Scott Edward Cole
Cole & Van Note
555 12th Street, Suite 1725
Oakland, CA 94536
(510) 891-9800
sec@colevannote.com

For Defendant and the Released Parties:

Anjali C. Das
Wilson Elser Moskowitz Edelman & Dicker LLP
55 West Monroe Street, NW, Suite 3800
Chicago, IL 60603
(312) 704-0550
anjali.das@wilsonelser.com

Counsel may designate a change of the person to receive written notice or a change of address, from time to time, by giving written notice to all Settling Parties in the manner described in this Paragraph.

11.14 Settlement Class Counsel, Representative Plaintiff, AMC, and Defendant's Counsel may execute this Class Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Settling Parties had signed the same instrument. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed. This Class Settlement Agreement shall not be deemed executed until signed by all Representative Plaintiff, Settlement Class Counsel, Defendant's Counsel for and a representative of AMC.

IN WITNESS WHEREOF, the Settling Parties have caused the Agreement to be executed on their behalf by their duly authorized counsel of record or representative, all as of the day set forth below:

Dated: 7/21/2023



ID y4mBcHFFoM3nBQHv4Ze1BBbh

Sandra Ward, Representative Plaintiff

Dated:

Anderson, McPharlin & Conners LLP,
by:

Dated: 7/21/2023

Dated:



ID rp3kaJzZPfwxJGYBbiegfaTL

Scott Edward Cole, Esq.
Laura Grace Van Note, Esq.
Cody Alexander Bolce, Esq.
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Facsimile: (213) 443-5101
ian.stewart@wilsonelser.com
valeria.granata@wilsonelser.com

*Attorneys for Defendant Anderson,
McPharlin & Conners LLP*

eSignature Details

Signer ID: y4mBcHFFoM3nBQHV4Ze1BBbh
Signed by: Sandra Ward
Sent to email: sandraward345@gmail.com
IP Address: 107.184.7.147
Signed at: Jul 21 2023, 1:40 pm PDT

Signer ID: rp3kaJzZPfwxJGYBbiegfaTL
Signed by: Cody Bolce
Sent to email: cab@colevannote.com
IP Address: 50.213.44.97
Signed at: Jul 21 2023, 2:27 pm PDT

IN WITNESS WHEREOF, the Settling Parties have caused the Agreement to be executed on their behalf by their duly authorized counsel of record or representative, all as of the day set forth below:

Dated:

Sandra Ward, Representative Plaintiff

Dated: 7/21/2023

Anderson, McPharlin & Conners LLP,
by:



Dated:

Dated: 7/24/23



Scott Edward Cole, Esq.
Laura Grace Van Note, Esq.
Cody Alexander Bolce, Esq.
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McPharlin & Conners LLP*