

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release¹ is entered into by and between (1) Grace Grissom (the “Class Representative”)—individually and on behalf of the Settlement Class Members defined below—and (2) Defendant Sterling Infosystems.

By this Agreement, the Parties intend, with judicial approval, to settle the Action in its entirety and with prejudice, by fully, finally and forever resolving, discharging and settling all released rights and claims to the extent set forth below, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to settle the Action on the following terms and conditions:

1. Definitions.

The defined terms—which appear throughout this Agreement in initial capital letters—shall have the following meanings ascribed to them.

1.1. Action. “Action” means the lawsuit filed by the Class Representative in the United States District Court for the Southern District of New York, captioned *Grissom v. Sterling Infosystems, Inc.*, Case No. 1:20-cv-07948-VSB.

1.2. Administrative Costs. “Administrative Costs” means the fees, costs, expenses and all other amounts incurred by the Settlement Administrator to carry out its obligations under this Agreement.

1.3. Agreement. “Agreement” means this Class Action Settlement Agreement and Release, which includes all of the Recitals in Section 2 below and all of the attached *Exhibits A through H*.

1.4. CAFA. “CAFA” means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1715(a)-(d).

1.5. CAFA Notice. “CAFA Notice” means notice of this proposed settlement to the appropriate federal and state officials, as required by CAFA, which shall be prepared and mailed as provided for in Section 6.5 below.

1.6. Class Counsel. “Class Counsel” refers to E. Michelle Drake and John Albanese of Berger Montague PC.

¹ Capitalized terms shall have the meaning and definitions set forth in Section 1 of this Agreement.

1.7. Class Counsel Fees. “Class Counsel Fees” refers to the amount of attorneys’ fees and costs that the Court awards to Class Counsel in accordance with Section 8.3 below.

1.8. Class List. “Class List” means the list of personally identifying information about the Settlement Class Members to be provided by Defendant to the Settlement Administrator, who will maintain the confidentiality of the Class List. The information regarding the Settlement Class Members shall include (to the extent available in Defendant’s records): full name (first, middle, last), last known mailing address, email address, Social Security Number, and date of birth. The Class List shall also indicate, for each Class Member, whether the individual is a member of the Damages Class and/or the Injunctive Relief Class and whether the individual previously disputed with Defendant and had an amended report prepared in response to such dispute.

1.9. Class Representative. “Class Representative” refers to Plaintiff Grace Grissom.

1.10. Class Representative Service Payment. “Class Representative Service Payment” refers to any payment the Court approves as payment for service as a class representative in accordance with Section 8.4 below.

1.11. Court. “Court” means the United States District Court for the Southern District of New York, where the Action is currently pending.

1.12. Damages Class. “Damages Class” means the following class to be certified pursuant to Rule 23(b)(3) for the purposes of settlement only:

All consumers for whom Sterling matched a record included in a consumer report based on a name developed through a SSN Trace from September 25, 2018 through June 4, 2021 wherein the consumer’s first name, last name and middle name or middle initial did not exactly match the first name, last name, middle name or middle initial of the record reported; and where the consumer either made a dispute to Defendant regarding the report and an amended report was issued or where a pre-adverse action notice was sent to the consumer regarding the report.

The Parties estimate that there are approximately 7,469 Damages Class Members.

1.13. Damages Class Member. “Damages Class Member” means the any member of the Damages Class who has not validly opted out of the Damages Class.

1.14. Damages Class Gross Settlement Amount. “Damages Class Gross Settlement Amount” means the Two Million Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.000) to be paid by Defendant pursuant to the Agreement for the benefit of the Damages Class. This amount includes all payments to Damages Class Members, any Class Representative Service Payment, all Administrative Costs, and the Class Counsel Fees. In no event shall Defendant be obligated to pay more than this amount as part of the resolution of the claims of the Damages Class.

1.15. Damages Class Long-Form Notice of Settlement. “Damages Class Long-Form Notice of Settlement” means a notice to be provided to Damages Class Members on the Settlement Website, and in the form attached as *Exhibit A*, or in another form agreed to by the Parties that contains the same or substantially similar information as *Exhibit A* hereto.

1.16. Damages Class Email Notice. “Damages Class Email Notice” means the notice to be provided directly to the Damages Class Members via email (to the extent available from Defendant’s records), in the form attached as *Exhibit B*, or in another form agreed to by the Parties that contains the same or substantially similar information as *Exhibit B* hereto.

1.17. Damages Class Postcard Notice. “Damages Class Postcard Notice” means the notice to be provided directly to the Damages Class Members via U.S. Mail (to the extent available from Defendant’s records or developed by the Settlement Administrator), in the form attached in the form attached as *Exhibit C*, or in another form agreed to by the Parties that contains the same or substantially similar information as *Exhibit C* hereto.

1.18. Damages Class Reminder Notice. “Damages Class Reminder Notice” means the notice to be provided directly to the Damages Class Members via email (or by U.S. Mail as necessary and to the extent available from Defendant’s records or developed by the Settlement Administrator) to remind Damages Class Members to submit a Request for an Enhanced Payment. The Damages Class Reminder Notice shall be sent at the Administrator’s discretion, but shall be sent at least once no later than 21 days prior to the expiration of the Objection and Exclusion Period and shall only be sent to those Damages Class Members who are otherwise not yet qualified for an Enhanced Payment at the time of sending of the Damages Class Reminder Notice, and shall be in substantially similar form to the Damages Class Email and Postcard Notices, with the addition of the word “REMINDER” or similar language.

1.19. Damages Class Released Claims. “Damages Class Released Claims” means the claims against Defendant and Released Parties released by Damages Class Members as set forth in Sections 9.2 and 9.3.

1.20. Defendant. “Defendant” refers to Sterling Infosystems, Inc.

1.21. Defense Counsel. “Defense Counsel” refers to Pamela Devata, John Drury, and Robert Szyba of Seyfarth Shaw LLP.

1.22. Effective Date. “Effective Date” means the first business day after the first date on which all of the following have occurred:

- a. this Agreement has been executed by the Parties;
- b. the Court has issued a preliminary approval order;
- c. reasonable notice has been given to Settlement Class Members, including providing them an opportunity to opt out of, or object to, the Settlement;

- d. The Court has held a Final Fairness Hearing, entered the Final Approval Order (or substantially similar order) approving the Settlement, awarded a Class Representative Service Payment, if any, and entered an order awarding Class Counsel Fees;
- e. Class Counsel has given notice to Defense Counsel and the Settlement Administrator that they do not intend to appeal any award of Class Counsel Fees; and
- f. Only if there are written objections filed before the Final Fairness Hearing and those objections are not later withdrawn or if Class Counsel appeals the award of Class Counsel Fees, the last of the following events to occur:
 - i. if no appeal or reconsideration motion is filed, then the date on which the time to appeal or reconsider the judgment has expired with no appeal or any other judicial review having been taken or sought; or
 - ii. if an appeal or reconsideration of the judgment has been timely filed or other judicial review was taken or sought, the date that order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review or the date the appeals or any other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.

It is the intention of the Parties that the Settlement shall not become effective until the Court's judgment has become completely final and until there is no timely recourse by an appellant or objector who seeks to contest the Settlement.

1.23. Enhanced Payment Damages Class Member. "Enhanced Payment Damages Class Member" means a member of the Damages Class who: (i) disputed their report with Defendant and where an amended report was issued; or (ii) submits through the Settlement Website a valid Request for an Enhanced Payment.

1.24. FCRA. "FCRA" means the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*

1.25. Final Approval. "Final Approval" means the approval of the Agreement by the Court at or after the Final Fairness Hearing, and entry on the Court's docket of the Final Approval Order.

1.26. Final Approval Order. "Final Approval Order" means the final order and judgment entered by the Court giving Final Approval to the Settlement and dismissing with prejudice the claims of the Settlement Classes and the Class Representative and entering a judgment according to the terms set forth in this Agreement in the form of *Exhibit D* hereto.

1.27. Final Fairness Hearing. "Final Fairness Hearing" means the hearing at which the Court will consider arguments relating to finally deciding whether to approve this

Settlement, whether to enter the Final Approval Order, and whether to make such other rulings as are contemplated by this Agreement.

1.28. Injunctive Relief Class. “Injunctive Relief Class” means the following class sought to be certified under Fed. R. Civ. P. 23(b)(2) for settlement purposes only as defined below.

All consumers for whom Sterling matched a record included in a consumer report based on a name developed through a SSN trace from September 25, 2018 through June 4, 2021 wherein the consumer’s first name, last name and middle name or middle initial did not exactly match the first name, last name, middle name or middle initial of the record reported.

The Parties estimate that there are approximately 44,658 Injunctive Relief Class Members.

1.29. Injunctive Relief Class Member(s). “Injunctive Relief Class Member(s)” refers to members of the Injunctive Relief Class.

1.30. Injunctive Relief Only Class Members. “Injunctive Relief Only Class Members” refers to Injunctive Relief Class Members who are not members of the Damages Class.

1.31. Injunctive Relief Class Long Form Notice of Settlement. “Injunctive Relief Class Long Form Notice of Settlement” means a notice to be provided on the Settlement Website, in the form attached as *Exhibit E*, or in another form agreed to by the Parties that contains the same or substantially similar information as *Exhibit E* hereto.

1.32. Injunctive Relief Class Mail Notice. “Injunctive Relief Class Mail Notice” means the notice to be provided directly to Injunctive Relief Only Class Members by mail in the event that the Injunctive Relief Class Email Notice is returned as undeliverable (and to the extent available from Defendant’s records or developed by the Settlement Administrator), in the form attached as *Exhibit F*, or in another form agreed to by the Parties that contains the same or substantially similar information as *Exhibit F* hereto.

1.33. Injunctive Relief Class Email Notice. “Injunctive Relief Class Email Notice” means the notice to be provided directly to Injunctive Relief Only Class Members, in the form attached as *Exhibit G*, or in another form agreed to by the Parties that contains the same or substantially similar information as *Exhibit G* hereto.

1.34. Injunctive Relief Class Released Claims. “Injunctive Relief Class Released Claims” means the claims against Defendant and Released Parties released by Injunctive Relief Class Members as set forth in Section 9.5.

1.35. Judgment. “Judgment” shall have the same meaning as Final Approval Order.

1.36. Motion for Preliminary Approval. “Motion for Preliminary Approval” refers to the motion that Plaintiff shall file seeking Preliminary Approval pursuant to Federal Rule of Civil Procedure 23(e)(2).

1.37. Motion for Final Approval. “Motion for Final Approval” refers to the motion that Plaintiff shall file seeking Final Approval Order pursuant to Federal Rule of Civil Procedure 23(e)(2).

1.38. Objection. “Objection” means an objection made by a Settlement Class Member to this Settlement by written notice of such objection postmarked during the Objection and Exclusion Period in accordance with Section 7.3.

1.39. Objection and Exclusion Deadline. “Objection and Exclusion Deadline” or “Objection and Exclusion Period” refers to the 60 days after the initial sending of Notice, during which any Settlement Class Member (a) may submit an Objection or (b) a Damages Class Member may submit a Request for Exclusion.

1.40. Objector. “Objector” refers to a Settlement Class Member who has submitted an Objection.

1.41. Parties. “Parties” refers collectively to (1) Plaintiff and (2) Defendant.

1.42. Plaintiff. “Plaintiff” refers to the Class Representative, Grace Grissom.

1.43. Preliminary Approval. “Preliminary Approval” means preliminary approval of the Agreement by the Court by entry on the Court’s docket of the Preliminary Approval Order.

1.44. Preliminary Approval Order. “Preliminary Approval Order” means the order entered by the Court granting Preliminary Approval, substantially in the form of *Exhibit H* hereto.

1.45. Qualified Settlement Fund. “Qualified Settlement Fund” means a qualified settlement fund established pursuant to U.S. Treasury Regulation section 468B-1, 29 C.F.R. § 468B-1.

1.46. Released Claims. “Released Claims” collectively refers to the Damages Class Released Claims and Injunctive Relief Class Released Claims, as set forth in Section 9 of this Agreement.

1.47. Released Parties. “Released Parties” means Defendant and each of its members, owners, shareholders, unitholders, predecessors, successors (including, without limitation, acquirers of all or substantially all of Defendant's assets, stock, units or other ownership interests) and assigns; the past, present, and future, direct and indirect, parents (including, without limitation, holding companies), subsidiaries and affiliates of any of the above; and the past, present and future principals, trustees, partners, insurers, reinsurers, officers, directors, employees, agents, advisors, attorneys, vendors, members, owners, shareholders, unitholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the above.

1.48. Request for an Enhanced Payment. “Request for an Enhanced Payment” means a request for an enhanced payment by a Damages Class Member as set forth in Section

4.4 below. The Request for an Enhanced Payment must be submitted through the Settlement Website no later than the Objection and Exclusion Period.

1.49. Request for Exclusion. “Request for Exclusion” refers to a written, opt-out request signed by a Damages Class Member and submitted in accordance with Section 7.2.

1.50. Settlement Classes. “Settlement Classes” refers to the Damages Class and Injunctive Relief Class.

1.51. Settlement Class Members. “Settlement Class Members” refers to the Damages Class Members and Injunctive Relief Class Members.

1.52. Settlement. “Settlement” means the agreement between the Class Representative, on behalf of herself and Settlement Class Members, and Defendant to fully, finally and forever settle and compromise the Released Claims, as memorialized in this Agreement and the accompanying documents attached hereto.

1.53. Settlement Administrator. “Settlement Administrator” refers to the entity selected in accordance with Section 6.1 below.

1.54. Settlement Website. “Settlement Website” refers to the website to be established and a mutually-agreeable URL and maintained by the Settlement Administrator, where the Long Form Notices, this Agreement, and other important documents, dates, and FAQs will be posted.

1.55. SSN Trace. “SSN Trace” refers to a tool used by Defendant to locate names and address associated with a Social Security number.

2. Recitals.

2.1. WHEREAS, by the Action, the Class Representative asserts claims, including the Released Claims, against Defendant for alleged violations of the FCRA;

2.2. WHEREAS, Class Representative and Class Counsel have investigated the facts and law, have engaged in discovery and settlement negotiations relating to the Action, and believe that it is desirable and in the best interests of the Settlement Class Members to enter into this Agreement;

2.3. WHEREAS, the purpose of this Agreement is to settle the Released Claims of the Settlement Classes and Class Representative

2.4. WHEREAS, Defendant denies any liability under the FCRA and denies that class certification is appropriate in this Action for any purpose other than to effectuate this Settlement. Defendant further denies that it engaged in any non-willful or willful violation of the FCRA. As part of the Agreement, Defendant specifically denies that it engaged in any wrongdoing, denies the allegations in the Complaint, denies that Defendant is liable for damages, penalties, interest, restitution, attorneys’ fees or costs or any other remedy, and denies that any claim asserted by the

Class Representative is suitable for class treatment other than for settlement purposes. The Agreement is not and shall not in any way be deemed to constitute an admission or evidence of any wrongdoing or liability on the part of Defendant, nor of any violation of any federal, state, or municipal statute, regulation, or principle of common law or equity. Defendant has agreed—conditioned on the entry of Final Approval of this Settlement and certification of the Settlement Classes—to settle the Action solely to avoid the burden, expense, and possible uncertainty of litigation. Any statements in this Agreement are made for settlement purposes only. Sterling expressly disclaims that any Class Member suffered damages related to this Action. References herein to “Damages Class,” “Damages Class Members” and similar phrases do not mean Sterling agrees such individuals suffered damages but are for ease of reference and pursuant to the settlement under Rule 23(b)(3) of the Federal Rules of Civil Procedure.

2.5. WHEREAS, the Parties have engaged in arms-length negotiations with a view toward achieving substantial benefits while avoiding the cost, delay, and uncertainty of further litigation. The Parties reached the Settlement after jointly retaining the services of experienced mediator, Judge Diane Welsh (Ret.) of JAMS Philadelphia.

2.6. WHEREAS, the Class Representative will urge that the Court approve this Agreement after considering (1) the factual and legal defenses to the claims asserted, which render uncertain the ultimate outcome of the Action, (2) the potential difficulties Plaintiff would encounter in establishing her claims and maintaining class treatment, (3) the substantial benefits produced by this Agreement, (4) that this Agreement provides relief in an expeditious and efficient manner, compared to any manner of recovery possible after litigation and potential appeal, and (5) that this Agreement allows Damages Class Members to opt out of the Action.

3. Certification of Settlement Class for Settlement Purposes Only.

3.1. As part of the Settlement, and for purposes of Settlement only, Defendant conditionally agrees to certification of the Settlement Classes under Rule 23 of the Federal Rules of Procedure by entry of the Preliminary Approval Order attached hereto as *Exhibit H*.

3.2. Defendant expressly reserves the right to challenge the propriety of class certification should the Court not approve the Agreement.

4. Relief for Damages Class Members

4.1. Use of Damages Class Gross Settlement Amount. The Damages Class Gross Settlement Amount will be used to pay all payments to Damages Class Members, any Class Representative Service Payment associated with the Damages Class, all Administrative Costs associated with the Damages Class, and the Class Counsel Fees associated with the Damages Class.

4.2. No Reversion. No portion of the Damages Gross Settlement Amount will revert to Defendant.

4.3. Calculation of the Net Settlement Amount. The Damages Class Net Settlement Amount is the amount of the Damages Class Gross Settlement Amount that remains

after deducting amounts for any Class Representative Service Payment related to the Damages Class, Administrative Costs related to the Damages Class, and the Class Counsel Fees related to the Damages Class.

4.4. Calculation of Individual Settlement Payments. The settlement payment for each Damages Class Member shall be determined as follows: each Damages Class Member who (a) is identified by Defendant as a Damages Class Member who disputed their report and where an amended report was issued; or (b) submits through the Settlement Website a valid and timely Request for an Enhanced Payment shall be entitled to two settlement shares each. All other Damages Class Members shall be entitled to one settlement share each. The Net Settlement Amount will then be divided by the number of settlement shares and distributed pro rata according to the number of shares due to each of the Damages Class Members. It is the intention of this distribution that Enhanced Payment Damages Class Members shall receive a payment that is two times the amount of non-Enhanced Payment Damages Class Members.

5. Relief for Injunctive Relief Class Members

5.1. Injunctive Relief. As a result of this Action and Settlement, Defendant has agreed to the following injunctive relief: Defendant agrees not to use any name that is solely developed through a SSN Trace as a primary matching identifier to associate consumers with criminal records that are included on consumer reports prepared by Defendant.

6. Selection of Settlement Administrator.

6.1. Selection of Settlement Administrator. After obtaining competitive bids from multiple reputable administrators, Defendant shall recommend the name of the Settlement Administrator to Class Counsel. Subject to Class Counsel's consent, which shall not be unreasonably withheld, Defendant shall propose the appointment of the selected Settlement Administrator.

6.2. Settlement Administrator's Agreement with the Parties. Class Counsel and Defendant shall enter into an agreement with the Settlement Administrator that shall require the Settlement Administrator to abide by all Court orders in this Action and to perform the functions described in this Agreement, the Preliminary Approval Order, and the Final Approval Order, within the time limits specified in this Agreement, the Preliminary Approval Order, and the Final Approval Order, as well as such other services as are customarily performed by class action administrators.

6.3. Settlement Administration.

6.3.1. The Settlement Administrator will update the address information included with the Class List and use its best efforts to obtain the last known email and mail address for all Settlement Class Members. The Settlement Administrator will, as necessary, print, copy, format, and mail (as specified herein) the Damages Class Postcard Notice *and* shall *also* email the Damages Class Email Notice (*Exhibits B and C*) to each Damages Class Member for whom such information is available or obtained by the Settlement Administrator. The Settlement Administrator will also as necessary, print, copy, format, and mail the Damages Class

Reminder Postcard Notice *and* email the Damages Class Reminder Email Notice to each Damages Class Member who has not yet qualified for an Enhanced Payment at least 21 days before expiration of the Objection and Exclusion Period.

6.3.2. The Settlement Administrator shall use reasonably available commercial means to locate email addresses for all Injunctive Relief Class Members. The Settlement Administrator will email or mail (as specified herein) at least one version of the Injunctive Relief Email Notice to each Injunctive Relief Only Class Member, using email where an email address is located. If an email returns as undeliverable or if no email address can be found, the Settlement Administrator shall mail a copy of the Injunctive Relief Mail Notice.

6.3.3. The Settlement Administrator will use reasonable commercial means to update mailing addresses prior to any mailing, shall also perform a skip trace for undeliverable addresses, establish and maintain a Qualified Settlement Fund, obtain appropriate tax identification numbers, calculate individual settlement payments, file all required IRS forms, mail individual settlement payments and tax forms, create a mutually approved Settlement Website (with a URL that is mutually agreed to by the Parties) so that Settlement Class Members can access such materials as the operative Complaint, the Agreement, all Court orders related to the settlement, and the Long-Form Notices of Settlement (*Exhibits A and E*), submit Requests for an Enhanced Payment for the Damages Class, remit all required documentation to taxing authorities, implement the process for any uncashed settlement checks, and perform all other duties associated with settlement administration, including, but not limited to, all those specified in this Agreement.

6.3.4. Any dispute relating to the obligations of, or the performance by, the Settlement Administrator, shall be, after good-faith efforts by the Parties to resolve the dispute, referred to the Court.

6.4. Information Security. The Settlement Administrator shall ensure that the information that it receives from Class Counsel, Defense Counsel, and Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of the information. Except as specifically provided in this Agreement, the Settlement Administrator shall not disclose or disseminate any information that it receives from Class Counsel, Defense Counsel, and Settlement Class Members without the prior written consent of all Parties.

6.5. CAFA Notice.

6.5.1. The Settlement Administrator will prepare and mail, subject to the approval of Class Counsel and Defense Counsel, the notice(s) required by CAFA. This notice shall be mailed within seven (7) calendar days of the filing by Class Counsel of the Motion for Preliminary Approval.

6.5.2. Within five (5) business days of mailing the CAFA Notice, the Settlement Administrator shall provide to Class Counsel and Defense Counsel a declaration that the CAFA

Notice has been served and upon whom it has been served. The Parties will then file that declaration with the Court.

6.6. Qualified Settlement Fund Documents. No later than three (3) business days after filing of the Motion for Final Approval, the Settlement Administrator shall send Defense Counsel all necessary tax and wiring information for the Qualified Settlement Fund.

6.7. Internet Posting of Long-Form Notice of Settlement and Other Case Documents.

6.7.1. The Settlement Administrator will post on the Settlement Website the mutually agreed and Court-approved Long-Form Notices of Settlement in the form of *Exhibits A and E* hereto, or in another form agreed to by the Parties that contains the same or substantially similar information as *Exhibits A and E* hereto.

6.7.2. The Settlement Administrator shall also post the Complaint, the Agreement (with Exhibits), and the Motion for Preliminary Approval.

6.7.3. The Settlement Website shall be established and “go live” on the same date that the Notices are disseminated to the Settlement Class Members.

6.7.4. Within 24 hours of their filing, any other settlement-related dockets (including but not limited to the Preliminary Approval Order, the Motion for Class Counsel Fees, for a Class Representative Service Payment, the Motion for Final Approval and the Final Approval Order) shall also be posted to the Settlement Website.

6.7.5. The Settlement Administrator, at the time of having the Settlement Website “go live” shall also implement toll-free IVR telephone support that shall provide the answers to frequently asked questions, for both Settlement Classes.

6.8. The Class List. No later than twenty-one (21) days after the Court enters the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator the Class List.

6.9. Notices to Class Members.

6.9.1. Within forty-five (45) calendar days of Preliminary Approval, the Settlement Administrator shall send the Court-approved Damages Class Postcard and Email Notices (in the form of *Exhibit B and C* hereto, or in another form agreed to by the Parties that contains the same or substantially similar information) to all Damages Class Members, and email the Court-approved Injunctive Relief Email Notice (*Exhibit G*) to the Injunctive Relief Only Class Members. For any Injunctive Relief Class Members for whom no email address can be located, the Settlement Administrator shall send the Injunctive Relief Mail Notice on the same date.

6.9.2. The Settlement Administrator shall send the Damages Class Reminder Notices no later than 21 days prior to the expiration of the Objection and Exclusion Period and

shall only send to those Damages Class Members who are otherwise not yet qualified for an Enhanced Payment at that time.

6.9.3. Undeliverable Notices. Any physical mailing returned as undeliverable shall be re-mailed on a weekly basis for 45 days following the initial notice mailing, via First Class U.S. Mail to any available forwarding address, using publicly available databases as practical to update mailing addresses. If no forwarding address is available, then the Settlement Administrator shall attempt to determine the correct address by using a computer-based skip-trace search, and shall then perform, if feasible, a re-mailing via First Class U.S. Mail. If no current address is available for a Settlement Class Member, then the Postcard Notice for that Class Member will be deemed undeliverable. For those Injunctive Relief Only Class Members whose Email Notice is returned as undeliverable, the Settlement Administrator shall promptly mail them an Injunctive Relief Mail Notice (*Exhibit F*) after the Email Notice is returned as undeliverable.

6.10. Settlement Administrator Obligation to Provide Information to the Parties and the Court.

6.10.1. Within three (3) calendar days of receipt of any Objection or Request for Exclusion, the Settlement Administrator shall provide copies of any Objection or Request for Exclusion to Class Counsel and Defense Counsel.

6.10.2. The Settlement Administrator shall also provide weekly updates regarding: (i) the number of Settlement Class Members whose Postcard Notices or Email Notices have been deemed undeliverable; (ii) the number and identification of Requests for Exclusion; (iii) the number and identification of any Objectors; and (iv) the number of Requests for an Enhanced Payment received.

6.10.3. At least seven (7) calendar days prior to the deadline for filing the Motion for Final Approval, the Settlement Administrator shall provide Class Counsel with a declaration attesting that all the Settlement Administrator's responsibilities under this Agreement and the Administrator's separate agreement have been fulfilled. At a minimum, the declaration shall attest to: (1) the number, manner, and timing of all Notices provided, undeliverable Notices, and Notices re-mailed; (2) the number of Objections received, and attach copies thereof; (3) the number of Request for Exclusions received, and attach copies thereof; (4) the number of Requests for Enhanced Payments received, (5) establishment and maintenance of the Settlement Website, (6) the Settlement Administrator's fulfillment of all other responsibilities of the Settlement Administrator pursuant to this Agreement or the Settlement Administrator's contractual agreement with the Parties; and (7) any other information requested for inclusion by the Parties or the Court.

7. Objections and Requests for Exclusion.

7.1. Objection and Exclusion Deadline. Prior to the Objection and Exclusion Deadline, Damages Class Members may, as provided below, submit to the Settlement Administrator a Request for Exclusion. Prior to the Objection and Exclusion Deadline, both

Damages Class Members and Injunctive Relief Class Members may submit an Objection. Except as specifically provided herein, no Request for Exclusion or Objection postmarked (or submitted online after midnight Pacific time) after the Objection and Exclusion Period shall be considered.

7.2. Requests for Exclusion and Opt Out Rights. Damages Class Members will have the opportunity to opt out by timely submitting a Request for Exclusion.

7.2.1. Opt-Out Procedure. Damages Class Members may opt out of this Agreement by mailing the Settlement Administrator a Request for Exclusion postmarked by the Objection and Exclusion Deadline. A Request for Exclusion, to be valid, must be signed and dated by the Damages Class Member, must provide the Damages Class Member's full name (and former names, if applicable), current address, current telephone number, and the last four digits of the Damages Class Member's Social Security number, and must include an express statement that the Damages Class Member wishes to be excluded from the Settlement. Any Request for Exclusion that does not include all of the required information or that is not submitted in a timely manner will be deemed ineffective.

7.2.2. No Representative Opt-Outs. No person or entity shall be permitted to submit a Request for Exclusion or otherwise exercise any exclusion or opt-out rights on behalf of any other person, whether as an agent or representative of another or otherwise, except upon proof of a legal power of attorney, conservatorship, trusteeship, or other legal authorization, and no person or entity may make a Request for Exclusion on behalf of other persons within the Damages Class as a group, class, or in the aggregate.

7.2.3. Effect of Opting Out. Any Damages Class Member who opts out of the Settlement may not submit an Objection and shall not receive any payment in connection with this Settlement, and shall not be bound by the releases included within this Agreement. If a Damages Class Member submits both a Request for Exclusion and an Objection, then the Request for Exclusion will be valid and will invalidate the Objection. Each Damages Class Member who does not submit a timely, valid Request for Exclusion shall be bound by the Releases in Section 9 below.

7.3. Objections. Unless otherwise provided in this Agreement, only those Damages Class Members who do not submit a Request for Exclusion and Injunctive Relief Class Members shall be entitled to object to the terms of the Agreement.

7.3.1. Objection Procedure. Any Objection must be in writing, must be submitted to the Settlement Administrator, postmarked within the Objection and Exclusion Period, and must contain (1) the Objector's full name and current mailing address, (2) the last four digits of the Objector's Social Security number, (3) the specific reason(s) for the Objection, (4) all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider, and (5) identification of all counsel representing or assisting the Objector, if any.

7.3.2. Obligations of Individuals Who Object. Objectors can appear at the Final Fairness Hearing either in person or through counsel, but must state their intent to do so at the time they submit their Objection. An Objection may be withdrawn at any time.

7.3.3. Waiver of Objections. Settlement Class Members who fail to submit an Objection in the manner specified herein shall be deemed to have waived any Objection and shall be foreclosed from objecting to this Agreement, whether by appeal or otherwise.

7.4. Binding Effect of Settlement. A Settlement Class Member who does not timely submit a Request for Exclusion shall be bound by this Agreement, including the releases in Section 9 below, even if the Settlement Class Member's inability to timely submit a Request for Exclusion is the result of the inability of the Settlement Administrator to locate them or for other reasons beyond the Settlement Class Member's control.

7.5. No Interference with Class Member Responses. Each Party agrees not to encourage any Settlement Class Member to submit an Objection or a Request for Exclusion and agrees not to retaliate against any Settlement Class Member participating in this Agreement.

8. Administration of Settlement Proceeds.

8.1. Final Funding of Damages Class Gross Settlement Amount. Within 21 business days of the Effective Date, Defendant will deposit (or cause to be deposited) the Gross Damages Class Settlement Amount into the Qualified Settlement Fund.

8.2. Administrative Costs. The Parties have obtained an estimate of Administrative Costs for both the Damages Class and the Injunctive Relief Class. Class Counsel will seek approval in the Motion for Final Approval for the Settlement Administrator to be paid for administrative work related to the Damages Class from the Damages Class Gross Settlement Amount. Class Counsel shall be responsible for paying the Settlement Administrator for expenses incurred in connection with providing relief to the Injunctive Relief Class from any amount approved by the Court for the Injunctive Relief Class.

8.3. Class Counsel Fees and Injunctive Relief Administrative Expenses and Class Representative Incentive Award. Class Counsel may seek fees not to exceed one-third of the Damages Class Gross Settlement Amount as well as reasonable out of pocket litigation expenses related to Counsel's work and benefits achieved for the Damages Class. Class Counsel may also seek up to \$500,000 as consideration for work performed and settlement administration expenses incurred by Class Counsel in connection with relief provided to the Injunctive Relief Class to be paid separately by Defendant. The \$500,000 amount to be requested for the Injunctive Relief Class may include an amount for a Class Representative Service Award and/or an amount for Administrative Costs for the Injunctive Relief Class but in no event shall the amount requested for the Injunctive Relief Class exceed \$500,000. Class Counsel shall file the requests for approval of these amounts no later than fourteen (14) days prior to the Objection and Exclusion Deadline. By signing below, the Parties warrant that these amounts were not discussed until all relief for the Settlement Classes had been negotiated.

8.3.1. Timing of Class Counsel Fees. The Settlement Administrator shall issue any approved Class Counsel Fees from the Damages Class Gross Settlement Amount and Defendant shall pay any approved Class Counsel Fees awarded in connection with the Injunctive Relief Class no later than fourteen (14) calendar days of the funding of the Damages Class Gross Settlement Amount in accordance with Section 8.1 above. Prior to the Effective Date, Class Counsel shall instruct the Settlement Administrator and Defendant with wiring instructions as to how the Class Counsel Fees may be paid and shall also provide any necessary tax information to the Settlement Administrator, including a form W-9. The Settlement Administrator and Defendant shall issue an appropriate Internal Revenue Service Form 1099 to Class Counsel. Class Counsel shall be solely responsible for paying all applicable taxes on any Class Counsel Fees and shall indemnify and hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Counsel Fees

8.4. Class Representative Service Payment. Class Counsel intends to request a Class Representative Service Payment for the Class Representative. Class Counsel may seek a service payment not to exceed \$10,000 in total and the service payment may be requested to be paid from the Damages Class Gross Settlement Amount or from the amounts awarded in connection with the Injunctive Relief Class, or some combination thereof, at election of Class Counsel and subject to Court approval. The request for approval of such amount shall be made at the time Class Counsel files the motion for approval of Class Counsel Fees.

8.4.1. Approval of Class Representative Service Payment. If the Court does not approve a Class Representative Service Payment or approves only a lesser amount than that requested, then the other terms of this Agreement shall remain in effect.

8.4.2. Timing of Class Representative Service Payment. The Settlement Administrator shall pay any Class Representative Service Payment no later than fourteen (14) calendar days of the funding of the Damages Class Gross Settlement Amount in accordance with Section 8.1 above, and shall issue an IRS Form 1099 to Plaintiff. Plaintiff shall be solely responsible for paying all applicable taxes on any Class Representative Service Payment and shall indemnify and hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Payment.

8.4.3. Release by Class Representative. The Class Representatives agrees to the releases in Section 9 below, regardless of the amount of any Class Representative Service Payment approved by the Court.

8.5. Timing of Damages Class Member Payments. The Settlement Administrator shall issue the Damages Class Members' settlement payments no later than fourteen (14) calendar days after the funding of the Damages Class Gross Settlement Amount in accordance with Section 8.1 above.

8.6. Responsibility for Taxes. Each Damages Class Member shall be solely responsible for complying with any and all income tax liabilities and obligations which are or may become due or payable in connection with this Agreement and the Settlement. The Settlement Administrator shall provide each Damages Class Member with a notice advising them

to seek personal tax advice regarding any tax consequences of the settlement payments. The notice regarding the potential tax treatment to Damages Class Members shall be included with each disbursement to Damages Class Members. For the avoidance of doubt, none of the Released Parties, Defense Counsel, or Class Counsel, have made, or are making in connection with the Settlement, any representations regarding possible tax consequences relating to the settlement payments to Damages Class Members, and none of the Defendant, Defense Counsel or Class Counsel shall be held responsible for any such tax consequences.

8.7. Undeliverable or Uncashed Checks. All individual Damages Class settlement checks will remain negotiable for ninety (90) days from the date of their mailing. The Settlement Administrator shall notify Class Counsel and Defense Counsel of any undeliverable and uncashed checks. After ninety (90) days from the mailing, the Settlement Administrator will provide an accounting and proposed redistribution of remaining funds to Damages Class Members who cashed their checks as long as the anticipated redistribution amount will result in individual checks being greater than \$25. If redistribution cannot be made or after redistribution, the total amount of any settlement checks from the Net Settlement Amount that has not been cashed will be donated to the Innocence Project as the *cy pres* recipient.

9. Releases.

9.1. Plaintiff's Individual General Release. By entry of the Final Approval Order, Plaintiff will release and forever discharge Defendant and the Released Parties from any and all individual claims, actions, causes of action, including claims for attorneys' fees, asserted or which could have been asserted as of the date of this Agreement. This release includes the claims that were, or could have been, asserted in the Action, as well as all claims, whether known or unknown, asserted or unasserted, which Plaintiff may currently have against Defendant and the Released Parties, or that may arise in the future, up to and including the Effective Date.

9.2. Damages Class Members' General Release. By entry of the Final Approval Order, each Damages Class Member will have their claims against Defendant and the Released Parties dismissed with prejudice, and each Damages Class Member—and each Damages Class Member's representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf—hereby releases and forever discharges Defendant and the Released Parties from any and all claims, actions, and causes of action, including claims for attorneys' fees, that were asserted, or which could have been asserted against Defendant and the Released Parties in the Action as of the Effective Date.

9.3. General Release of Unknown Claims. The Class Representative and each Damages Class Member further acknowledge that this Agreement is a full and final accord and release of each and every matter specifically and generally referred in Sections 9.1 above and 9.2. Class Representative and each Damages Class Member acknowledge that they may hereafter discover facts in addition to or different from those which they now know or believe to be true, but it is their intention to fully and finally and forever settle and release any and all matters, disputes, and differences known or unknown, suspected or unsuspected, which

heretofore have existed with or relating to Defendant and the Released Parties with respect to any alleged acts or failures to act on the part of Defendant or the Released Parties specifically and generally referred in Sections 9.1 above and 9.2. In furtherance of this intention, the release herein shall be, and will remain, in effect as a full and complete general release notwithstanding the discovery or existence of any such additional or different facts. Accordingly, Class Representative and each Damages Class Member hereby waives all rights or benefits under California Civil Code Section 1542, which provides:

A general release does not extend to claims which the creditor 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.

9.4. Class Representative and each Damages Class Member accept and assume the risk for claims arising before or after the Effective Date of this Agreement, known or unknown, and they specifically waive any rights they may otherwise have under Section 1542.

9.5. Injunctive Relief Class Member Release. By entry of the Final Approval Order, each Injunctive Relief Class Member releases the right to bring a class action or otherwise assert claims on an aggregated basis against Defendant and the Released Parties for any and all claims, actions, and causes of action, including claims for attorneys' fees, that were asserted, or which could have been asserted against Defendant and the Released Parties in the Action as of the Effective Date.

10. Settlement Approval Procedure.

10.1. Motion for Preliminary Approval. As soon as practicable after the execution of this Agreement, Plaintiff will request that the Court enter the Preliminary Approval Order. The Motion for Preliminary Approval shall also include the bases for demonstrating that certification of the Settlement Classes is appropriate, that the settlement terms are reasonable in light of the facts and law pertaining to the claims alleged.

10.2. Motion for Final Approval. Plaintiff shall file the Motion for Final Approval and request that the Court enter the Final Approval Order and the Injunctive Relief Order at or after the Final Fairness Hearing, with such Motion to be filed no later than fourteen (14) days prior to the Final Fairness Hearing.

10.3. Schedule of Final Fairness Hearing. The date of any Final Fairness Hearing shall be scheduled for a date no earlier than ninety (90) days after the CAFA Notice is sent and Plaintiff will request that it be scheduled 110 days after the Preliminary Approval Order is entered.

10.4. Motion for Class Counsel Fees and Class Representative Service Payment. Class Counsel may move for approval of attorneys' fees and costs and a class representative payment in the amounts set forth above in Sections 8.3, 8.4. The Motion for Class Counsel Fees and a Class Representative Service Payment shall be filed no later than fourteen (14) days prior to the Objection and Exclusion Deadline, and shall be promptly posted on the settlement

website, so that Class Members will have the opportunity to review it prior to the Objection and Exclusion Deadline.

10.5. Entry of Judgment. The Final Approval Order shall contain a provision by which the Court enters judgment in accordance with this Agreement, without an award of further fees or costs to any Party, or Settlement Class Member.

11. Modification by Court or Non-Approval of Agreement.

11.1. This Agreement, and the Settlement, shall be null and void if the Court requires changes to the Agreement that alter in any way the Parties' rights or duties before approving the Settlement, or if the Agreement is approved by the Court, but such approval is later reversed, modified, or vacated on appeal. Provided, however, that the Parties, in their sole discretion, can consent to modify this Agreement, in accordance with Section 12.4.1 below, to be consistent with any modifications requested or required by the Court.

11.2. Defendant shall have the right, but not the obligation, to terminate and rescind this Agreement if more than fifty (50) Settlement Class Members file valid Requests for Exclusion. To exercise this right, Defendant must provide written notice to Class Counsel no later than fourteen (14) days following the Objection and Exclusion Period. This Agreement, and the Settlement, shall be null and void upon Defendant's delivery of such notice.

11.3. In the event that the Agreement does not receive Final Approval, or otherwise becomes null and void, the Parties shall return to the *status quo ante* as if no Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any Settlement Class Members. In that event, the Settlement and all negotiations and proceedings related to the Settlement will be without prejudice of the rights of the Parties, and evidence of the Settlement, negotiations, and proceedings will be inadmissible and will not be discoverable. As to the Damages Class, in the event the Court does not approve the requested Class Counsel Fees and/or Class Representative Award, the Settlement shall remain effective. In no circumstance shall any portion of the Damages Class Gross Settlement Fund revert to Defendant. As to the Injunctive Relief Class, should the Court award Class Counsel Fees in an amount less than \$500,000, the unawarded amount shall remain Defendant's property.

12. Miscellaneous.

12.1. Execution of this Agreement.

12.1.1. Parties' Authority. Class Counsel, on behalf of the Settlement Classes, are expressly authorized by Class Representative and the Settlement Class Members to take all appropriate action required or permitted to be taken by the Settlement Classes pursuant to the Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Settlement Classes that they deem necessary or appropriate. Each attorney or other person executing the Agreement on

behalf of any Party hereto hereby warrants that such attorney or other person has the full authority to do so.

12.1.2. Binding Effect. This Agreement shall apply to and be binding upon and shall inure to the benefit of the Parties hereto, the Settlement Class Members, the Released Parties, and Class Counsel, as well as their respective successors, heirs and assigns. The Parties acknowledge it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement

12.1.3. No Claims Arising From This Agreement. No person shall have any claim against the Released Parties, Defendant, Defense Counsel, the Class Representative, or Class Counsel based on distribution of benefits made substantially in accordance with this Agreement or any Settlement-related order(s) of the Court.

12.1.4. Counterparts. This Agreement may be executed in counterparts, execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

12.1.5. Facsimile or Scanned Signatures. Any signature made and transmitted by facsimile, email, PDF or other electronic methods for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by such electronic means.

12.2. Construction.

12.2.1. Materiality of Terms. Unless otherwise stated, all terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

12.2.2. No Construction Against the Author. The Parties have negotiated all the terms and conditions of this Agreement at arm's length. Each Party participated jointly in drafting this Agreement, and therefore its terms are not intended to, and shall not be, construed against any Party by virtue of draftsmanship.

12.2.3. Exhibits Incorporated by Reference. This Agreement include the terms set forth in any attached exhibit. Any exhibit to this Agreement is an integral part of it.

12.2.4. Headings. The headings within this Agreement appear for convenience of reference only and shall not affect the construction or interpretation of any part of this Agreement.

12.3. No Media Announcements or Other Undue Publicity. In order to preserve the integrity of the notice process, no Party shall make any public statement to the news, print, electronic, or Internet media concerning this Agreement. Class Counsel shall decline to respond to media inquiries concerning this Agreement. Nothing in this Agreement prevents Class

Counsel from making truthful representations to this Court or other courts about the resolution of this matter.

12.4. Parties' Entire Agreement. This Agreement, with its definitions, recitals, and exhibits, constitutes the entire agreement on its subject matter, and supersedes all prior and contemporaneous negotiations and understandings between the Parties. All prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.

12.4.1. Waivers and Modifications to Be in Writing. No waiver, modification, or amendment of this Agreement, whether purportedly made before or after the Court's approval of this Agreement and the Settlement, shall be valid or binding unless it appears in a writing signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party or Parties of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

12.5. Inadmissibility of Settlement Documents. The Parties agree that this Agreement and all exhibits thereto, shall be inadmissible in any action or proceeding, except a proceeding to approve or enforce this Agreement. This Agreement will operate as a complete defense to—and may be used as the basis for an injunction against—any proceeding attempted in breach of this Agreement.

12.6. No Tax Advice. Nothing in this Agreement is advice by Class Counsel or Defense Counsel regarding taxes or tax liability, and no Party of Settlement Class Member is relying upon Class Counsel or Defense Counsel for such advice. Each Party instead is relying exclusively on the Party's own independent tax counsel in connection with this Agreement.

12.7. No Prior Assignments or Undisclosed Liens. The Class Representative and the Class Counsel represent that they have not assigned, transferred, conveyed, or otherwise disposed of any Released Claim or claim to attorneys' fees and costs to be paid under this Agreement. Each Class Representative and the Class Counsel further represent and warrant that there are not any liens or claims against any amount that Defendant is to pay under this Agreement.

12.8. Cooperation of the Parties. The Parties will comply with the covenants of good faith and fair dealing and otherwise cooperate and use their best efforts to obtain the Court's approval of this Agreement and all of its terms, including as follows. Each Party, upon the request of another, agrees to perform such acts and to execute and to deliver such documents as are reasonably necessary to carry out this Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid unnecessary Administrative Costs.

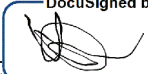
12.9. Confidential Information. Class Counsel will destroy all “CONFIDENTIAL” documents and information produced by Defendant within sixty (60) calendar days of the Effective Date. Class Counsel further agree that no information provided by Defendant shall be used for any purpose other than prosecution of this Action.

12.10. Disputes. If the Parties dispute the interpretation of this Agreement, then they will attempt to resolve the dispute informally. If those efforts fail, they will mediate the dispute. The Parties will split the costs of the mediator, and the Parties will bear their own fees and costs. The Court shall retain jurisdiction over enforcement and implementation of this Agreement, and can require specific performance, although the Court lacks jurisdiction to modify the terms of this Agreement. If a Party institutes legal action to enforce this Agreement, then the prevailing Party will be entitled to recover attorney’s fees and costs incurred in vindicating that Party’s position.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

SO AGREED BY:

Date: 2/27/2023

DocuSigned by:

GRACE GRISDOM, CEEAD640476C433... Representative

Date: _____

STERLING INFOSYSTEMS, INC.

By: _____

Its: _____


Approved as to form and content:

For Grace Grissom

For Sterling Infosystems, Inc.:

BERGER MONTAGUE PC

SEYFARTH SHAW LLP

By:  _____

By: _____

E. Michelle Drake
Email: emdrake@bm.net
John G. Albanese
Email: jalbanese@bm.net
BERGER MONTAGUE PC
1229 Tyler Street NE, Suite 205
Minneapolis, Minnesota 55413
Telephone: (612) 594-5999
Facsimile: (215) 875-3000

Pamela Q. Devata
John W. Drury
SEYFARTH SHAW LLP
233 S. Wacker Drive, Suite 8000
Chicago, Illinois 60606
Telephone: (312) 460-5000
Facsimile: (312) 460-7000
pdevata@seyfarth.com
jdrury@seyfarth.com

Robert T. Szyba
SEYFARTH SHAW LLP
620 Eighth Avenue, 32nd Floor
New York, NY 10018
Telephone: (212) 218-5500
Facsimile: (212) 218-5526
rszyba@seyfarth.com

SO AGREED BY:

Date: _____

GRACE GRISSOM, Class Representative

STERLING INFOSYSTEMS, INC.

Date: 02/27/2023

By:  _____

Its: CFO

Approved as to form and content:

For Grace Grissom

For Sterling Infosystems, Inc.:

BERGER MONTAGUE PC

SEYFARTH SHAW LLP

By: _____

By:  _____

E. Michelle Drake
Email: emdrake@bm.net
John G. Albanese
Email: jalbanese@bm.net
BERGER MONTAGUE PC
1229 Tyler Street NE, Suite 205
Minneapolis, Minnesota 55413
Telephone: (612) 594-5999
Facsimile: (215) 875-3000

Pamela Q. Devata
John W. Drury
SEYFARTH SHAW LLP
233 S. Wacker Drive, Suite 8000
Chicago, Illinois 60606
Telephone: (312) 460-5000
Facsimile: (312) 460-7000
pdevata@seyfarth.com
jdrury@seyfarth.com

Robert T. Szyba
SEYFARTH SHAW LLP
620 Eighth Avenue, 32nd Floor
New York, NY 10018
Telephone: (212) 218-5500
Facsimile: (212) 218-5526
rszyba@seyfarth.com