

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release¹ is entered into by and between (1) Burak C. Bingollu (“Plaintiff,” “Plaintiff Bingollu,” or the “Class Representative”)—individually and on behalf of the Settlement Class Members (or “Class Members”) defined below—and (2) Defendant One Source Technology, LLC d/b/a/ Asurint (“Defendant”) (collectively, the “Parties”).

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 in the United States District Court for the District of Minnesota, captioned *Bingollu, et al. v. One Source Technology, LLC, d/b/a Asurint*, Case No. 22-cv-0077.

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. As set forth herein, all Administrative Costs shall be paid from the Settlement Fund. In no event shall Defendant be required to pay any additional amount toward Administrative Costs.

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 F*.

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 5.5 below.

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

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

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 7.3 below.

1.8. Claims Deadline. “Claims Deadline” means the deadline to postmark or electronically submit a Claim Form. The Claims Deadline shall be 75 days after the Postcard Notice and Email Notice are disseminated to Settlement Class Members.

1.9. Class List. “Class List” means the list of personally identifying information about the Settlement Class Members to be provided on a confidential basis by Defendant to the Settlement Administrator. The Class List shall include (to the extent available in Defendant’s records) each Settlement Class Member’s: full name (first, middle, last), last known mailing address, email address (if available or as developed by the Settlement Administrator), and Social Security Number. The Class List shall also indicate, for each Class Member, whether Defendant’s records show that the Class Member disputed information in the SSN Trace section of their background report and such report was subsequently revised.

1.10. Class Representative. “Class Representative” refers to Plaintiff Burak C. Bingollu.

1.11. Class Representative Service Payment. “Class Representative Service Payment” refers to any payment the Court approves as payment to the Class Representative for his service, in accordance with Section 7.4 below.

1.12. Court. “Court” means the United States District Court for the District of Minnesota, where the Action is currently pending.

1.13. Claim Form. “Claim Form” means the form attached to the Postcard Notice and available on the Settlement Website, that Settlement Class Members can submit in order to receive a payment from the Settlement Fund.

1.14. Class Released Claims. “Class Released Claims” means the claims against Defendant and Released Parties released by Class Members as set forth in Sections 8.2, 8.3 and 8.4.

1.15. Defendant. “Defendant” refers to One Source Technology, LLC d/b/a Asurint.

1.16. Defense Counsel. “Defense Counsel” refers to Pamela Devata and John Drury of Seyfarth Shaw LLP.

1.17. Effective Date. “Effective Date” means the 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.

1.18. Email Notice. "Email Notice" means the notice to be provided directly to Settlement Class Members via email (to the extent available from Defendant's records or developed by the Settlement Administrator), 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.

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

1.20. 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.

1.21. Final Approval Order. "Final Approval Order" means the final order and judgment entered by the Court granting Final Approval to the Settlement and dismissing with

prejudice the claims of Settlement Class Members and Class Representative and entering a judgment according to the terms set forth in this Agreement, in the form of *Exhibit B* hereto.

1.22. 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.

1.23. Long-Form Notice of Settlement. “Long-Form Notice of Settlement” means a notice to be provided to Settlement Class Members on the Settlement Website, and 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.

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

1.25. Motion for Class Counsel Fees and Class Representative Service Payment. “Motion for Class Counsel Fees and Class Representative Service Payment” refers to the motion that Class Counsel shall file seeking (1) an amount not to exceed one-third of the Settlement Fund, as well as reasonable out of pocket litigation expenses related to Counsel’s work and benefits achieved for the Settlement Class, and (2) a Class Representative Service Payment, not to exceed \$5,000 in total, to be paid from the Settlement Fund for Class Representative.

1.26. 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).

1.27. 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).

1.28. 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 6.3.

1.29. 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 (1) may submit an Objection or (2) submit a Request for Exclusion.

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

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

1.32. Plaintiff. “Plaintiff” refers to the Class Representative, Burak C. Bingollu.

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

1.34. 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.

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

1.36. 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.

1.37. Released Claims. “Released Claims” refers to the Plaintiff’s Individual General Release and the Class Released Claims, as set forth in Section 8 of this Agreement.

1.38. Released Parties. “Released Parties” means Defendant and each and all of its current or former subsidiaries, parents, affiliates, predecessors, insurers, reinsurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, trustees, principals, executors, and shareholders.

1.39. Reminder Notice. “Reminder Notice” means the notice to be provided directly to Settlement Class Members via U.S. Mail or by email (to the extent available from Defendant’s records and/or developed by the Settlement Administrator) to remind Settlement Class Members about the ability to submit a Claim Form. The Reminder Notice shall be sent at the Settlement Administrator’s discretion, but shall be sent at least once no later than 21 days prior to the expiration of the Claims Deadline and shall only be sent to those Settlement Class Members who have not submitted a Claim Form and are not entitled to an automatic payment at the time of sending of the Reminder Notice, and shall be in substantially similar form to the Email and Postcard Notices, with the addition of the word “REMINDER” or similar language.

1.40. Request for Exclusion. “Request for Exclusion” refers to a written, opt-out request signed by a Class Member and submitted in accordance with Section 6.2 below.

1.41. Settlement. “Settlement” means the agreement between Class Representative, on behalf of himself and Settlement Class Members, and Defendant, to fully, finally, and forever settle and compromise the Released Claims and to resolve the Action in its entirety and with prejudice, as memorialized in this Agreement and the accompanying documents attached hereto.

1.42. Settlement Administrator. “Settlement Administrator” refers to American Legal Claim Services, LLC.

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

All individuals who were the subject of consumer reports prepared by Defendant from December 27, 2019 to May 1, 2023 about whom Defendant reported: (1) through the SSN Trace Level 2 product, “unable to validate” and/or “not verified”; or (2) individuals who disputed information in the SSN Trace section of their background reports, which was then revised.

After a review of its business records, Defendant states that there are approximately 60,452 persons in the Settlement Class, including Plaintiff Bingollu, but excluding former Plaintiff Sharon Wright, the latter of whom has resolved her claims on an individual basis, has released any claims related to the Settlement, and has dismissed her claims in their entirety and with prejudice.

1.44. Settlement Class Member. “Settlement Class Member” or “Class Member” means any member of the Settlement Class who has not submitted a valid Request for Exclusion.

1.45. Settlement Fund. “Settlement Fund” means the \$2,400,000.00 to be paid by Defendant pursuant to the Agreement for the benefit of the Settlement Class. This amount includes all payments to Settlement 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 Settlement Class.

1.46. Settlement Website. “Settlement Website” refers to the website to be established at a mutually-agreeable URL and maintained by the Settlement Administrator, where the Long-Form Notice, this Agreement, and other important documents, dates, and answers to frequently asked questions will be posted.

1.47. SSN Trace. “SSN Trace” refers to a service offering provided and used by Defendant in connection with a consumer’s provided Social Security Number, to develop other possibly identifying information or search parameters to complete a background report.

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 Class and Class Representative;

2.4. WHEREAS, Defendant denies any liability under the FCRA or any other law, 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 and Amended 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 Class—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. Defendant expressly disclaims that any Class Member suffered damages related to this Action.

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 an experienced mediator, Rodney Max of Upchurch Watson White & Max.

2.6. WHEREAS, as a result of this Action, Defendant has made changes to how it reports results for the SSN Trace section of its background reports, including removing the language at issue on Plaintiff's and Class Members' reports.

2.7. 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 his 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 Settlement 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 Class under Rule 23 of the Federal Rules of Procedure by entry of the Preliminary Approval Order attached hereto as *Exhibit E*.

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

4. Relief for Settlement Class Members.

4.1. Payments from Settlement Fund. After Court-approved deductions from the Settlement Fund for Class Counsel Fees, the Class Representative Service Payment, and Administrative Costs, the Settlement Fund shall be distributed as follows: (1) Settlement Class Members who submit a claim attesting that they suffered harm will be entitled to a payment, on a *pro rata* basis; and (2) those approximately 94 individuals for whom Defendant's records show disputed information in the SSN Trace section of their background reports, which was then revised, shall not have to submit a Claim Form in order to receive a payment from the Settlement Fund, and instead will be entitled to an automatic payment, on a *pro rata* basis, as long as their Email Notice and Mail Notice are not both returned as undeliverable. The amount of each *pro rata* payment will be determined by the number of Claim Forms submitted. Payments shall be made via check or digital payment at the Settlement Class Members' election. If no election is made, payment will be made by check.

4.2. No Reversion. No portion of the Settlement Fund will revert to Defendant.

5. Selection of Settlement Administrator.

5.1. Selection of Settlement Administrator. The Parties mutually agree, subject to Court approval, to appoint American Legal Claim Services, LLC as the Settlement Administrator.

5.2. Settlement Administrator's Agreement with the Parties. Class Counsel 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, including but not limited to providing the Parties with periodic updates regarding notice and administration status, and timely notice of any received Requests for Exclusion or Objections.

5.3. Settlement Administration.

5.3.1. The Settlement Administrator will update the address information included with the Class List and use its best efforts to obtain the last known mail address for all Settlement Class Members. The Settlement Administrator will, as necessary, print, copy, format, and mail (as specified herein) the Postcard Notice and shall also email the Email Notice (*Exhibits A and D*) to each Settlement Class Member for whom an email address is provided by Defendant.. At least 21 days before the Claims Deadline, the Settlement Administrator will also, as necessary, print, copy, format, and mail the Reminder Postcard Notice *and* email the Reminder Email Notice to each Settlement Class Member who (1) has not yet submitted a Claim Form and (2) is required to submit a Claim Form to receive payment from the Settlement Fund.

5.3.2. The Settlement Administrator will use reasonable commercial means to update mailing addresses prior to any mailing. . The Settlement Administrator 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, 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. The Settlement Administrator will also create a mutually approved Settlement Website (with a URL that is mutually agreed to by the Parties) through which Settlement Class Members can access such materials as the Amended Complaint, the Agreement, all Court orders related to the Settlement, the Long-Form Notice of Settlement, and submit Claim Forms. The Settlement Administrator will also implement toll-free IVR telephone support that shall provide the answers to frequently asked questions.

5.3.3. 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.

5.4. 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.

5.5. CAFA Notice.

5.5.1. 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 ten calendar days of the filing by Class Counsel of the Motion for Preliminary Approval.

5.5.2. Within five 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 file that declaration with the Court.

5.6. Qualified Settlement Fund Documents. No later than three 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.

5.7. Posting of Long-Form Notice of Settlement and Other Case Documents to the Settlement Website.

5.7.1. The Settlement Administrator will post on the Settlement Website the mutually agreed and Court-approved Long-Form Notice of Settlement in the form of *Exhibit C* hereto, or in another form agreed to by the Parties that contains the same or substantially similar information as *Exhibit C* hereto.

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

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

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

5.7.5. 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 the Settlement Class.

5.8. The Class List. No later than fourteen (14) days after the Court enters the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator the Class List.

5.9. Notices to Class Members.

5.9.1. Within forty (40) calendar days of Preliminary Approval, the Settlement Administrator shall commence sending the Court-approved Postcard and Email Notices (in the form of *Exhibit A and D* hereto, or in another form agreed to by the Parties that contains the same or substantially similar information) to all Settlement Class Members.

5.9.2. The Settlement Administrator shall send the Reminder Notice no later than twenty-one (21) days prior to the Claims Deadline and shall only send such Notice to those Settlement Class Members who (1) have not submitted a Claim Form and (2) are not entitled to a payment without submission of a Claim Form.

5.9.3. 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.

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

5.10.1. Within three 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.

5.10.2. The Settlement Administrator shall also provide weekly updates to Class Counsel and Defense Counsel regarding: (1) the number of Settlement Class Members whose Postcard Notices or Email Notices have been deemed undeliverable; (2) the number and identification of Requests for Exclusion; (3) the number and identification of any Objectors; and (4) the number of Claims received.

5.10.3. At least seven 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 Settlement Administrator's separate contractual 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 Requests for Exclusion received, and attach copies thereof; (4) the number of Claims received; (5) the 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; and (7) any other information requested for inclusion by the Parties or the Court.

6. Objections and Requests for Exclusion.

6.1. Objection and Exclusion Deadline. Prior to the Objection and Exclusion Deadline, Settlement Class Members may, as provided below, submit to the Settlement Administrator a Request for Exclusion. Prior to the Objection and Exclusion Deadline, Settlement Class Members may submit an Objection. Except as specifically provided herein, no Request for Exclusion or Objection postmarked after the Objection and Exclusion Period shall be considered.

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

6.2.1. Opt-Out Procedure. Settlement Class Members may opt out of this Agreement by mailing the Settlement Administrator a Request for Exclusion postmarked by the Objection and Exclusion Deadline. To be valid, a Request for Exclusion must: (1) be signed and dated by the Settlement Class Member; (2) provide the Settlement Class Member's full name (and former names, if applicable), current address, current telephone number, and the last four digits of the Settlement Class Member's Social Security Number; and (3) include an express statement that the Settlement 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.

6.2.2. 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 Settlement Class as a group, mass, class, or in the aggregate.

6.2.3. Effect of Opting Out. Any Settlement 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 Settlement 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 Settlement Class Member who does not submit a timely, valid Request for Exclusion shall be bound by the Releases in Section 8 below.

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

6.3.1. Objection Procedure. Any Objection must be in writing, must be submitted to the Settlement Administrator and filed with the Court, 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; (5) identification of all counsel representing or assisting the Objector, if any; and (6) if the Objector intends to appear at the Final Fairness Hearing, a statement of their intent to do so.

6.3.2. Right to Appear at Final Fairness Hearing. 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.

6.3.3. 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.

6.3.4. Withdrawal of Objection. An Objection may be withdrawn at any time. A Settlement Class Member may withdraw an Objection by confirming such withdrawal in writing to the Settlement Administrator.

6.4. 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 8 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.

6.5. 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.

7. Administration of Settlement Proceeds.

7.1. Final Funding of Settlement Fund. Within twenty (20) business days of the Effective Date, Defendant will deposit (or cause to be deposited) the Settlement Fund less amounts already deposited into the Qualified Settlement Fund.

7.2. Administrative Costs. The Parties have obtained an estimate of Administrative Costs. In the Motion for Final Approval, Class Counsel will seek approval for the Settlement Administrator to be paid for administrative work related to the Settlement. All Administrative Costs will be paid exclusively from the Settlement Fund.

7.3. Class Counsel Fees. Class Counsel may seek fees not to exceed one-third of the Settlement Fund, as well as reasonable out of pocket litigation expenses related to Counsel's work and benefits achieved for the Settlement Class. Class Counsel shall file the Motion for Class Counsel Fees and Class Representative Service Payment no later than 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 Class had been negotiated. All Class Counsel Fees will be paid exclusively from the Settlement Fund.

7.3.1. Timing of Class Counsel Fees. The Settlement Administrator shall issue any approved Class Counsel Fees from the Settlement Fund no later than seven days of the funding of the Settlement Fund. Prior to the Effective Date, Class Counsel shall provide 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 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 Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Counsel Fees.

7.3.2. Approval of Class Counsel Fees. If the Court does not approve Class Counsel's fees requested in the Motion for Class Counsel Fees and Class Representative Service Payment, or approves only a lesser amount than that requested, then the other terms of this Agreement shall remain in effect.

7.4. 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 \$5,000 in total to be paid from the Settlement Fund and subject to Court approval. The request for approval of such amount shall be made in the Motion for Class Counsel Fees and Class Representative Service Payment.

7.4.1. 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.

7.4.2. Timing of Class Representative Service Payment. The Settlement Administrator shall pay any Class Representative Service Payment no later than seven calendar

days of the funding of the Settlement Fund in accordance with Section 7.1 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 Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Payment.

7.4.3. Release by Class Representative. Class Representative agrees to the releases in Section 8 below, regardless of the amount of any Class Representative Service Payment approved by the Court.

7.4.4. Timing of Settlement Class Member Payments. The Settlement Administrator shall issue the Settlement Class Members' settlement payments no later than 21 calendar days after the funding of the Settlement Fund in accordance with Section 7.1 above.

7.4.5. Responsibility for Taxes. Each Settlement 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 Settlement Class Member receiving a payment 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 Settlement Class Members shall be included with each disbursement to Settlement 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 Settlement Class Members, and none of the Defendant, Defense Counsel or Class Counsel shall be held responsible for any such tax consequences.

7.4.6. Undeliverable or Uncashed Checks. All settlement checks issued to individual Settlement Class Member will remain negotiable for 60 days from the date of their mailing. The Settlement Administrator shall notify Class Counsel and Defense Counsel of any undeliverable and uncashed checks. After 60 days, checks shall be remailed to those Settlement Class Members who have not cashed their checks. These remailed checks will remain negotiable for 60 days. After the checks from the remailing have voided, the Settlement Administrator will provide an accounting and proposed redistribution of remaining funds to Settlement Class Members who cashed their checks or claimed their digital payment as long as the anticipated redistribution amount will result in individual checks being greater than \$25. If redistribution cannot be made in the first instance, or redistribution is made and funds thereafter remain, the total amount of any settlement checks from the Net Settlement Amount that has not been cashed will be donated to *cy pres* recipients Mid-Minnesota Legal Aid and Southern Minnesota Regional Legal Services.

8. Releases.

8.1. Plaintiff's Individual General Release. By entry of the Final Approval Order, Plaintiff expressly releases and forever discharges Defendant and the Released Parties from any and all claims, actions, causes of action, including claims for attorneys' fees, asserted or which

could have asserted, known or unknown, that he has or may have against Defendant (and other Released Parties), including but not limited to his claims under 15 U.S.C. § 1681e(b) and 15 U.S.C. § 1681k. This is a general release and is subject to California Civil Code § 1542 and Section 8.3 herein.

8.2. Settlement Class Members' Release. By entry of the Final Approval Order, for the monetary and non-monetary consideration described in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Settlement Class Members agree to fully and forever release, waive, acquit, and discharge Defendant and the other Released Parties from any and all claims (including but not limited to claims for actual, statutory, and/or punitive damages) that such individuals have or may have under 15 U.S.C. § 1681e(b), 15 U.S.C. § 1681k(a), and any and all other analogous state law claims. This is a general release as to those claims released and is subject to California Civil Code § 1542 and Section 8.3 herein. Such individuals further agree not to serve as a class representative in a future suit against Defendant for claims arising out of or relating directly or indirectly in any manner to the facts alleged or which could have been alleged or asserted in the Complaint or Amended Complaint.

8.3. General Release of Unknown Claims. The Class Representative and each Settlement 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 8.1 above and 8.2. Class Representative and each Settlement 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 8.1 above and 8.2. In furtherance of this intention, the releases 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 Settlement Class Member hereby waive all rights or benefits under California Civil Code Section 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

8.4. Class Representative and each Settlement 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. Settlement Approval Procedure.

9.1. 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 Class is appropriate, and that the settlement terms are reasonable in light of the facts and law pertaining to the claims alleged.

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

9.3. Schedule of Final Fairness Hearing. The date of any Final Fairness Hearing shall be scheduled for a date no earlier than 120 days after the CAFA Notice is sent and Plaintiff will request that it be scheduled 150 days after the Preliminary Approval Order is entered.

9.4. 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 to any Settlement Class Member.

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

10.1. This Agreement, and the Settlement, shall be null and void if (1) before approving the Settlement, the Court requires changes to the Agreement that alter in any way the Parties' rights or duties, or (2) 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 11.4.1 below, to be consistent with any modifications requested or required by the Court.

10.2. Defendant shall have the right, but not the obligation, to terminate and rescind this Agreement if more than 60 persons in the Settlement Class file valid Requests for Exclusion. To exercise this right, Defendant must provide written notice to Class Counsel no later than 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.

10.3. 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. In the event the Court does not approve the requested Class Counsel Fees and/or Class Representative Service Payment, the Settlement shall remain effective.

11. Miscellaneous.

11.1. Execution of this Agreement.

11.1.1. Parties' Authority. Class Counsel, on behalf of the Settlement Class, are expressly authorized by Class Representative and Settlement Class Members to take all appropriate action required or permitted to be taken by the Settlement Class 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 Class that Class Counsel deems 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.

11.1.2. 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 that 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.

11.1.3. No Claims Arising From This Agreement. No person shall have any claim against the Released Parties, Defendant, Defense Counsel, 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.

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

11.1.5. 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.

11.2. Construction.

11.2.1. 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.

11.2.2. 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.

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

11.2.4. 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.

11.3. 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 or other inquiries concerning this Agreement. Class Counsel further agrees that they will not initiate any other form of publicity regarding this Agreement, including website announcements, except on the Settlement Website. Nothing in this Agreement prevents Class Counsel from making truthful representations to this Court or other courts about the resolution of this matter.

11.4. 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.

11.4.1. 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.

11.5. 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.

11.6. No Tax Advice. Nothing in this Agreement is advice by Class Counsel or Defense Counsel regarding taxes or tax liability, and no Party or 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.

11.7. No Prior Assignments or Undisclosed Liens. Class Representative and 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. Class Representative and 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.

11.8. 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. 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.

11.9. Confidential Information. Class Counsel will destroy all "CONFIDENTIAL" documents and information produced by Defendant within 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.

11.10. 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: 2/28/2024

DocuSigned by:
Burak Bingollu

Burak C. Bingollu, Class Representative

Date: 2/29/2024

ONE SOURCE TECHNOLOGY, LLC

By: *Kelly Uebel*

Its: General Counsel

Approved as to form and content:

For Burak C. Bingollu

BERGER MONTAGUE PC

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