

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between LAKISHA LEWIS and CZARINA SLAPE, individually and on behalf of all others similarly situated (together, “Plaintiffs”), and SEATTLE HOUSING AUTHORITY (“Defendant”) (collectively the “Parties”) in the action captioned as *Lewis et al. v. Seattle Housing Authority*, Case No. 24-2-16171-6 SEA (King Cnty. Super. Ct.) (the “Action”). The Settlement Agreement is subject to Court approval and intended by the Settling Parties to resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions set forth below.

RECITALS

1. On July 18, 2024, Plaintiff Lewis filed the Action alleging causes of action against Defendant related to a data security incident affecting Defendant which occurred in or about October 2023 (“Data Breach”). On September 11, 2024, Plaintiffs filed a First Amended Class Action Complaint in the Action naming Plaintiff Slape as a putative class representative. In the First Amended Class Action Complaint, Plaintiffs allege, inter alia, that Defendant failed to adequately secure its network which resulted in the Data Breach and the unauthorized access to the Personal Information (as defined in Paragraph 31 below) of current and former residents and employees of Defendant.

2. Defendant denies (i) the allegations and all liability with respect to facts and claims alleged in the Action or in connection with the Data Breach; (ii) that the class representatives in the Action and the class they purport to represent have suffered any damages or injuries; and (iii) that the Action satisfies the requirements to be certified or tried as a class action under CR 23. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be, or may be used, as an admission of, any wrongdoing or liability.

3. The Parties participated in weeks of arms-length settlement negotiations. During the settlement negotiations, the Parties discussed Defendant’s potential defenses, as well as the Parties’ respective positions on the merits of the claims and class certification. The settlement negotiations resulted in the Parties agreeing on the essential terms of settlement.

4. The Parties have agreed to settle on the terms and conditions set forth herein in recognition that the outcome of the Action and litigation relating to the Data Breach is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

5. In exchange for the mutual promises, agreements, releases, and other good and valuable consideration provided for in this Agreement, and without any admission or concession

by either Party, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

DEFINITIONS

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

6. “Alternative Cash Payment” means a cash payment in the maximum amount of One Hundred Dollars and Zero Cents (\$100.00), which Participating Settlement Class Members may claim in lieu of a claim for Out-of-Pocket Losses and Attested Time, as set forth in Paragraph 60. Claims for Alternative Cash Payment may be subject to a *pro rata* decrease based on the amount remaining in the Net Settlement Fund, but in no event shall exceed the amount of One Hundred Dollars and Zero Cents (\$100.00), excluding any residual increase(s) as set forth in Paragraph 69 below.

7. “Approved Claim” means a timely and properly submitted Claim and/or Claim Form by a Participating Settlement Member that has been approved as a Valid Claim by the Settlement Administrator.

8. “Attested Time” means time spent by Participating Settlement Class Members in response to the Data Breach, as set forth in Paragraph 59.

9. “Claim Form” or “Claim” means the form(s) Participating Settlement Class Members must submit to be eligible to receive the benefits provided under the terms of the Settlement Agreement. The Claim Form will be in a form substantially as shown on attached Exhibit A, which will be available on the Settlement Website.

10. “Claims Deadline” means the postmark date and/or online submissions deadline by which Participating Settlement Class Members must submit a complete Claim Form(s) to be considered timely, which will occur ninety (90) days from the Notice Deadline.

11. “Claims Period” means the period during which Settlement Class Members may submit Claim Forms to receive settlement benefits, which will start on the date Notice is sent and end on the Claims Deadline.

12. “Class Counsel” means Kaleigh N. Boyd and Joan M. Pradhan of Tousley Brain Stephens PLLC.

13. “Class Representatives” or “Settlement Class Representatives” means Lakisha Lewis and Czarina Slape.

14. “Court” means the Honorable Sean O’Donnell in the Superior Court of the State of Washington, County of King, or such other judge to whom the Action may hereafter be assigned.

15. “Defendant’s Counsel” means Zackary Paal and John T. Mills of Gordon Rees Scully Mansukhani.

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

17. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

18. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement; certifies the Settlement Class; finds that the Settlement Agreement is fair, reasonable, and adequate and was entered into in good faith and without collusion; approves and directs the consummation of this Agreement; approves the Release contained in this Agreement and orders that as of the Effective Date that the Released Claims will be released as to the Released Parties; dismisses the Action with prejudice and without costs, except as explicitly set forth in this Agreement; otherwise satisfies the settlement-related provisions of Superior Court Civil Rules; and is consistent with all material provisions of this Settlement Agreement.

19. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Superior Court Civil Rules and whether to issue the Final Approval Order and Judgment.

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

21. “Long-Form Notice” means the long-form notice of settlement posted on the Settlement Website substantially in the form as shown in the attached Exhibit B.

22. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses, (ii) Service Award Payments approved by the Court, and (iii) Fee Award and Costs approved by the Court.

23. “Non-Profit Residual Recipient” means the Legal Foundation of Washington.

24. “Notice” means notice(s) of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Long-Form Notice, the Short-Form Notice, and/or the Reminder Notice.

25. “Notice Deadline” means the last day by which the Short-Form Notice and the Long-Form Notice must issue to the Settlement Class Members and will occur thirty (30) days after entry of the Preliminary Approval Order.

26. “Notice and Administrative Expenses” means all expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating, and distributing the Settlement funds to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement including, but not limited to, any administrative expenses or fees, Settlement Website fees, state, local, or federal taxes, and legal, accounting, or actuarial fees related to the operation of this Settlement. Reasonable Notice and Administrative Expenses will be paid out of the Settlement Fund.

27. “Objection Deadline” is the last day on which a Settlement Class Member may make a written objection to the settlement or Class Counsel’s Motion for Attorneys’ Fees, Costs, and Service Awards, which will be sixty (60) days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

28. “Opt-Out Deadline” is the last day on which a Settlement Class Member must mail a written request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

29. “Out of Pocket Losses” means unreimbursed costs or expenditures incurred by a Participating Settlement Class Member that are fairly traceable to the Data Breach.

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

31. “Personal Information” means information that identifies an individual or that in combination with other information can be used to identify, locate, or contact an individual. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Settlement Agreement, or how the Parties may use the term in other circumstances.

32. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Superior Court Civil Rules, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment that is consistent with all material provisions of this Settlement Agreement.

33. “Released Claims” means any and all claims, liabilities, rights, demands, obligations, suits, actions, or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing,

demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and any and all Unknown Claims) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action, and any that otherwise relate to or arise from the Data Incident, the alleged access, disclosure and/or acquisition of Settlement Class Members' Personal Information in the Data Incident, Defendant's provision of notice to Settlement Class Members following the Data Breach, Defendant's information security policies or procedures as they relate to or arise from the Data Breach, or Defendant's maintenance or storage of Personal Information as they relate to or arise from the Data Breach, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

34. "Released Parties" means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a "Released Party."

35. "Releasing Parties" means the Class Representatives and Settlement Class Members, and each of their respective heirs, executors, administrators, estates, representatives, agents, partners, predecessors, successors, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, and assigns and all who claims through them or who assert claims (or could assert claims) on their behalf.

36. "Reminder Notice" means a reminder notice of the proposed class action settlement to be provided to Settlement Class Members in accordance with Paragraph 75, substantially in the form as shown in the attached Exhibit C.

37. "Reminder Notice Deadline" means the last day by which the Reminder Notice must issue to the Settlement Class Members and will occur thirty (30) days before the Claims Deadline.

38. "Request for Exclusion" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from or "opt out of" the Settlement Class in the form and manner provided for in the Notice.

39. "Residual Settlement Fund" means any funds that remain in the Settlement Fund after Settlement Payments have been distributed and the time for cashing and/or redeeming Settlement Payments has expired. The Residual Settlement Fund shall be sent to the Non-Profit Residual Recipient.

40. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this litigation, which shall not exceed Four Thousand Dollars and Zero Cents (\$4,000.00) per Settlement Class Representative, as approved by the Court.

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

42. “Settlement Administrator” means Eisner Amper Group, which will serve as the settlement administrator and notice provider for the settlement, subject to approval of the Court.

43. “Settlement Class” means all U.S. residents whose Personal Information was accessed and/or acquired in the Data Breach, as identified in the Settlement Class List to be provided by Defendant, which Defendant estimates to be approximately 72,000 individuals. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interests and its current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

44. “Settlement Class List” means the list generated by Defendant containing the full names, addresses, and email addresses (to the extent known) for Settlement Class Members, which Defendant shall provide to the Settlement Administrator within ten (10) days of the Preliminary Approval Order. Notwithstanding the foregoing, Defendant may provide a supplemental Settlement Class List containing the email addresses (to the extent known) for Settlement Class Members at least thirty (30) days before the Reminder Notice Deadline.

45. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

46. “Settlement Fund” means the sum of Four Hundred Eighty-Six Thousand Dollars and Zero Cents (\$486,000.00) to be paid by or on behalf of Defendant as specified in Paragraph 52, including any interest accrued thereon after payment. Except as may otherwise be provided in this Agreement, this payment is the limit and extent of the monetary obligations of Defendant, its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing, with respect to this Agreement and the settlement of this matter.

47. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Section II below for a Valid Claim.

48. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ Motion for Preliminary Approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards, and the operative complaint in the Action. The Settlement Website shall also include a downloadable copy of the Long Form Notice and the Claim Form for Settlement Class Members to access. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website will also provide a toll-free telephone number, contact form, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least 30 days after all Settlement Payments have been distributed.

49. “Short-Form Notice” means the content of the mailed notice to the Settlement Class Members substantially in the form as shown in Exhibit D attached hereto.

50. “Valid Claim” means a Settlement Claim, determined to be timely, complete, and verified by the Claims Administrator to meet all the required criteria for the type of claim being submitted, including the amount approved by the Settlement Administrator (even if that determination is made following the dispute resolution process described herein).

I. SETTLEMENT FUND

51. **Settlement Fund.** Within twenty-one (21) days of an order granting preliminary approval of the Settlement, Defendant will deposit or cause to be deposited the total sum of Four Hundred Eighty-Six Thousand Dollars and Zero Cents (\$486,000.00) into an interest-bearing account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator and Defendant.

52. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraph 90.

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

Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

54. Custody of Settlement Fund. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 90.

55. Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay, in the following order: (i) Notice and Administrative Expenses; (ii) Fee Award and Costs; (iii) Service Awards; (iv) Valid Claims for Out-of-Pocket Losses; (v) Valid Claims for Attested Time; and (vi) Valid Claims for Alternative Cash Payments. Any amount remaining in the Residual Settlement Fund shall be paid to the Non-Profit Residual Recipient in accordance with Paragraph 68. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

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

II. SETTLEMENT BENEFITS

57. Reimbursement for Out-of-Pocket Losses. All Settlement Class Members may submit a claim for documented Out-of-Pocket Losses, up to a maximum of Five Thousand Dollars and Zero Cents (\$5,000.00). Out-of-Pocket Losses are unreimbursed costs or expenditures incurred by a Participating Settlement Class Member that are fairly traceable to the Data Breach including, without limitation, the following: (i) unreimbursed losses relating to fraud or identity theft; (ii) professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; (iii) costs associated with freezing or unfreezing credit with any credit reporting agency after August 9, 2023; (iv) credit monitoring costs that were incurred on or after August 9, 2023 through the date of claim submission; and (v) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Participating Settlement Class Members with Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Participating Settlement Class Member's name and current

address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) a statement certifying that the Participating Settlement Class Member has not been reimbursed for the loss by another source. Documentation supporting the claim can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

58. Reimbursement for Attested Time. Participating Settlement Class Members may submit claims for reimbursement for Attested Time up to four (4) hours of time compensated at the rate of Twenty-Five Dollars and Zero Cents (\$25.00) per hour. Participating Settlement Class Members can receive reimbursement of Attested Time with a brief description of the actions taken in response to the Data Breach and the time associated with each action. Claims for Attested Time are capped at One Hundred Dollars and Zero Cents (\$100.00) per individual.

59. Alternative Cash Payment. In lieu of filing a Claim for Reimbursement of Out-of-Pocket Losses or Reimbursement for Attested Time under Paragraphs 58–59 above, Participating Settlement Class Members may submit a Claim for an Alternative Cash Payment. A Participating Settlement Class Member shall not be required to submit any documentation or additional information in support of their claim for an Alternative Cash Payment. However, the Claim Form must clearly indicate that the Participating Settlement Class Member is electing to claim the Alternative Cash Payment in lieu of any other benefits made available under this Settlement Agreement.

60. Dispute Resolution for Claims. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Participating Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the Out-of-Pocket Loss Claims or Attested Time Claims; (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Breach; and (4) the claimant timely submitted their Claim Form. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information that the Settlement Administrator deems reasonably necessary to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, and claims previously made for identity theft and the resolution thereof. For any such claims that the Settlement Administrator determines to be invalid, the Settlement Administrator will submit those claims to Class Counsel and Defendant’s Counsel. If, upon meeting and conferring, Class Counsel and Defendant’s Counsel disagree as to the validity of the Claim, then the Claim shall be referred back to the Settlement Administrator for final determination on the validity of the Claim.

a. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information and allow the Participating Settlement Class Member fourteen (14) days from the date of the request

to cure the defect. If the defect is not cured within the time allotted, then the Claim will be deemed invalid.

b. Following timely receipt of additional information pursuant to a request by the Settlement Administrator, the Settlement Administrator shall have ten (10) days to accept or reject the Claim. If, after review of the Claim and all documentation submitted by the Participating Settlement Class Member, the Settlement Administrator determines that such a claim is valid, then the Claim shall be approved. If the Claim is not approved because the Participating Settlement Class member has not provided the information requested by the Settlement Administrator, then the Settlement Administrator may reject the Claim without any further action. A defect in one aspect of a Claim shall not cause rejection of any other Valid Claim submitted by the claimant.

c. Participating Settlement Class Members shall have ten (10) days from receipt of the approval of a Claim that provides a payment that deviates from the losses described on the Claim Form to accept or reject the Claim. This provision does not apply where the Claim value deviates due to a *pro rata* decrease.

III. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

61. **Payment Timing.** Payments for Valid Claims shall be issued in the form of a check mailed and/or an electronic payment made to the Settlement Class Member as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date or date the claim is approved, whichever is later. The Settlement Administrator shall utilize electronic payment methods wherever possible.

62. **Timing.** To the extent Settlement Payments are made by check, such checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue.

63. **Returned Checks.** For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the Settlement Payment is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an email and/or place a telephone call to that Participating Settlement Class Member to obtain updated address or payment information. Any replacement Settlement Payment(s) issued to Participating Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not negotiated by the Participating Settlement Class Members within that time.

64. **Uncashed Checks.** To the extent that a Settlement Payment is not negotiated within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by email and/or telephone to discuss how to obtain a reissued Settlement Payment; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement

Class Member using advanced address searches or other reasonable methods; and (3) mail the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued Settlement Payment. Upon request of a Participating Settlement Class Member, the Settlement Administrator may re-issue a Settlement Payment for up to an additional thirty (30) day period following the original ninety (90) day period. Any reissued Settlement Payments issued to Participating Settlement Class Members shall remain valid and negotiable for thirty (30) days from the date of their issuance and may thereafter automatically be cancelled if not negotiated by the Participating Settlement Class Members within that time.

65. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Payment to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased, documentation establishing the proper estate representative to whom to issue the Settlement Payment, and after consultation with Class Counsel and Defendant's Counsel.

IV. CLAIMS AND DISTRIBUTION OF SETTLEMENT FUNDS

66. **Submission of Electronic and Hard Copy Claims.** Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by USPS mail to the Settlement Administrator. Claim Forms must be submitted electronically through the Settlement Website or postmarked during the Claims Period and on or before the Claims Deadline.

67. **Order of Distribution of Funds.** The Settlement Administrator must use the funds available in the Net Settlement Fund to make payments for Approved Claims in this order: Out-of-Pocket Losses, followed by Attested Time, followed by Alternative Cash Payments.

68. **Pro-Rata Contingencies.**

a. In the event that the funds remaining in the Net Settlement Fund are not sufficient to make payment for those Approved Claims for Out-of-Pocket Losses, then the value of the payments for Approved Claims for Out-of-Pocket Losses shall be reduced on a pro rata basis, such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Losses does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Approved Claims for Attested Time or Approved Claims for Alternative Cash Payments.

b. In the event that the funds remaining in the Net Settlement Fund after the payment for Approved Claims for Out-of-Pocket Losses are not sufficient to make payment for those Approved Claims for Attested Time, then the value of the payments for Approved Claims for Attested Time shall be reduced on a pro rata basis, such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Losses (which shall be paid in full) and Approved Claims for Attested Time (as adjusted pro rata as provided by this Paragraph 68(b)) does not exceed the

Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Approved Claims for Alternative Cash Payments.

c. In the event that the funds remaining in the Net Settlement Fund after the payment for Approved Claims for Out-of-Pocket Losses and Approved Claims for Attested Time are not sufficient to make payment for those Approved Claims for Alternative Cash Payments, then the value of the payments for Approved Claims for Alternative Cash Payments shall be reduced on a pro rata basis, such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Losses and Approved Claims for Attested Time (which shall be paid in full) and Approved Claims for Alternative Cash Payments (as adjusted pro rata as provided by this Paragraph 68(c)) does not exceed the Net Settlement Fund.

d. All pro rata determinations required by this Paragraph shall be performed by the Settlement Administrator upon notice to Class Counsel and Defendant's Counsel.

69. **Residual Distributions.** In the event that the aggregate amount of all Settlement Payments does not exceed the Net Settlement Fund, and the remaining amount is not *de minimis* (as determined by Class Counsel and Defendant's Counsel based on calculations provided by the Settlement Administrator), then each Participating Settlement Class Member who is entitled to receive payment for an Approved Claim for Alternative Cash Payment(s) shall receive funds increased on a proportional *pro rata* basis (in other words, the same amount is added to each Participating Settlement Class Member's Approved Claim) so that the Net Settlement Fund is depleted. In the event that residual distributions are made pursuant to this Paragraph, under no circumstances shall a Participating Settlement Class Member receive more than two (2) times the value of his, her, or its, Approved Claim for Alternative Cash Payment(s), or more than Two Hundred Dollars and Zero Cents (\$200.00).

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

V. SETTLEMENT CLASS NOTICE

71. Notice will be issued in a manner reasonably calculated to satisfy due process, and the Settlement Administrator will provide a declaration establishing notice conforming to due process requirements that Class Counsel may file as part of a motion for final approval of the settlement. Subject to Court approval, the Settlement Administrator will provide the Class Notice to all Class Members as described herein.

72. **Short Form Notice.** As soon as practicable but starting no later than thirty (30) days from the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice via email to all Settlement Class Members for which it has an email addresses and USPS First Class Mail to all Settlement Class Members for whom no email

address is available. Before mailing the Short Form Notice, the Settlement Administrator will update the addresses provided by Defendant with the National Change of Address (NCOA) database. It shall be presumed that the intended recipients received the Short Form Notice if the emailed Short Form Notices do not receive a “bounceback” or other indication that the email was undeliverable, and if the mailed Short Form Notices have not been returned to the Settlement Administrator as undeliverable within fifteen (15) days of mailing.

73. **Settlement Website.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish the Settlement Website. The Parties shall confer and approve a mutually acceptable URL for the Settlement Website and a secure webserver to host the Settlement Website. The Settlement Website shall remain accessible until at least thirty (30) days after the Settlement Administrator has completed its obligations under the Settlement Agreement. The Settlement Website shall contain: the Settlement Agreement; contact information for Class Counsel and Defendant’s Counsel; contact information for the Settlement Administrator; the publicly filed motion for preliminary approval, motion for final approval and for attorneys’ fees and expenses (when they become available); the signed Preliminary Approval Order; and a downloadable and online version of the Claim Form and Long-Form Notice. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website shall contain a prominent notification that “No Claims Forms will be accepted via email.”

74. **Toll-Free Telephone Number.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated toll-free telephone number by which Settlement Class Members can obtain information about the Settlement and request paper forms of the Short-Form Notice and Claim Form be sent to them. The system shall include an option for the caller to request a call back from a live individual.

75. **Post Office Box.** Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated USPS P.O. Box to accept correspondence and claims from Settlement Class Members.

76. **Reminder Notices.** Reminder Notice shall be issued to all Participating Settlement Class Members who have not submitted a Claim no later than thirty (30) days before the Claims Deadline. Reminder notice will be sent via email to Settlement Class Members for whom an email address is available, and USPS mail to those Settlement Class Members for whom no email address is available.

VI. OPT-OUTS AND OBJECTIONS

77. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves (“opt-out”) of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Short Form Notice shall state “if you do not want to be legally bound by the Settlement, you must

exclude yourself” by a designated date. The Short Form Notice will also state: “if you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decision of the Court and give up your rights to sue Defendant for the claims resolved by this Settlement.” The Short Form Notice shall provide the Website URL and telephone number to obtain a copy of the Long-Form Notice.

78. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by submitting timely, written objections to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, telephone number, and email address; (iii) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection; (iv) a written statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member. The Notice shall set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing, shall be bound by the Settlement Agreement, and shall be forever barred from making any objection to the Settlement.

79. Any Settlement Class Member who fails to comply with the requirements for objecting as set forth Paragraph 77 shall waive and forfeit all rights he, she, or they may have to appear separately and/or object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provision of Paragraph 77. Without limiting the foregoing, any challenge to the Settlement Agreement, or the Judgment to be entered upon final approval, shall be pursuant to an appeal and not through a collateral attack.

80. Within ten (10) days after the Opt-Out Date as approved by the Court, based on the terms of a confidential side agreement between the Parties (which shall be submitted *in camera* to the Court upon the Court’s request), Defendant may, by notifying Settlement Class Counsel and the Court in writing, within fourteen (14) business days from the date of the Claims Administrator provides written notice to Defendant of the opt-outs received, void this Settlement Agreement. If Defendant voids the Settlement Agreement, Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Settlement Class Counsel and service awards and shall not, at any time, seek recovery of same from any party to the Litigation or from counsel to any other party to the Litigation.

VII. DUTIES OF SETTLEMENT ADMINISTRATOR

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

- a. Administering, and overseeing the Settlement Fund;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d. Providing Notice to Settlement Class Members via U.S. mail and Reminder Notice(s) via email and/or U.S. Mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within 2 business days via live operator;
- g. Responding to any mailed or contact form Settlement Class Member inquiries in a timely manner;
- h. Reviewing, determining the timeliness, completeness, validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and Defendant's Counsel a list of Approved Claims both periodically during the Claims Period and after the Claims Deadline;
- i. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Defendant's Counsel;
- j. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- k. Providing weekly or, as instructed by Class Counsel and Defendant's Counsel, other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;

- l. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion;
- m. After all payments required under this Agreement have otherwise been made, final distribution of any funds remaining in the Settlement Fund in the manner provided for in this Agreement; and
- n. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel and Defendant's Counsel.

82. **Limitation of Liability.** The Parties, Class Counsel, Defendant's Counsel, and Defendant's insurers and reinsurers shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; or (v) the payment or withholding of any taxes and tax-related expenses.

83. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, Defendant's Counsel, and Defendant's insurers and reinsurers for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice, plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Funds; (v) any losses suffered by, or fluctuations in the value of the Settlement Funds; or (vi) the payment or withholding of any taxes and tax-related expenses.

84. **Settlement Administration Costs.** The Settlement Administrator's reasonable fees and costs, including the costs of providing Notice, will be paid from the Settlement Fund.

VIII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

85. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designating the Class Representatives as the representatives for the Settlement Class.

86. **Preliminary Approval.** Class Counsel shall file a motion for preliminary approval of the Settlement within fifteen days of the execution of this Settlement Agreement by all Parties. Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary approval and proposed Preliminary Approval Order within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant.

87. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline. In connection with the motion for preliminary approval, counsel for the parties shall request that the Court set a date for the Final Approval Hearing that is no earlier than 120 days after entry of the Preliminary Approval Order. Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval and proposed Final Approval Order and Judgment within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant.

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

IX. MODIFICATION AND TERMINATION

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

90. **Decertification of the Settlement Class if Settlement Not Approved.** If: (1) the Court does not issue the Final Approval Order and Judgment; or (2) the Effective Date does not occur, the certification of the Settlement Class shall be void. In the event the Settlement Class is so decertified, Defendant reserves the right to contest class certification for all other purposes in the Action. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support of or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of

a class under the Settlement shall not be used or cited thereafter by any person or entity, including and without limitation in a contested proceeding relating to class certification.

91. **Termination.** In addition to the rights set forth in Paragraph 80, Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so (“Termination Notice”): (1) within seven (7) days of the Court’s refusal to grant preliminary approval of the Settlement in any material respect; or (2) within fourteen (14) days of either of the following: (a) the Court’s refusal to enter the Final Approval Order and Judgment in any material respect, or (b) the date upon which the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

92. **Effect of Termination.** In the event of a termination as provided in Paragraph 91, this Agreement shall be considered null and void; all of the Parties’ obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties’ respective pre-Settlement claims and defenses will be preserved.

X. RELEASES

93. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have released, acquitted, relinquished, and forever discharged any and all Released Claims against Defendant and each of the Released Parties.

94. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and that the Settlement Class Representatives, Participating Settlement Class Members, or any Releasing Party does not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Releasees of any of the foregoing or the Released Claims or might affect his, her, or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Settlement Class Representatives, Participating Settlement Class Members, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OF 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.

Upon the Effective Date, the Settlement Class Representatives, Participating Settlement Class Members, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits conferred

by any law of any state, the District of Columbia, or any territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, related to the release of Unknown Claims which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Settlement Class Representatives, Participating Settlement Class Members, and any Releasing Party(ies) acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. Settlement Class Representatives, Participating Settlement Class Members and Class Counsel acknowledge, and each Participating Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

95. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Participating Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

XI. SERVICE AWARD PAYMENTS

96. **Service Award Payment.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking a Service Award Payment for the Settlement Class Representatives in recognition of their contributions to this Action to be paid from the Settlement Fund. Defendant agrees not to oppose Class Counsel's request for Service Award Payments of Four Thousand Dollars and Zero Cents (\$4,000.00) each to the Settlement Class Representatives, for a total of Eight Thousand Dollars and Zero Cents (\$8,000.00). Subject to Court approval, the Service Award Payments shall be separate and apart from any other benefits available to the Settlement Class Representatives as Participating Settlement Class Members under the terms of this Agreement. Such Service Award Payments shall be paid from the Settlement Fund by the Settlement Administrator, in the amount approved by the Court, no later than seven (7) days after the Effective Date. This term was negotiated after the Parties reached an agreement on the total settlement amount.

97. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Service Award Payments in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. The amount(s) of any Service Award Payments to the Settlement Class Representatives is/are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XII. ATTORNEYS' FEES, COSTS, EXPENSES

98. **Attorneys' Fees, Costs, and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for a Fee Award and Costs to be paid from the Settlement Fund of up to thirty (30%) of the Settlement Fund, or One Hundred Forty-Five Thousand Eight Hundred Dollars and Zero Cents (\$145,800.00). Defendant will not oppose Plaintiff's request for attorneys' fees up to this amount. Such Fee Award and Costs shall be paid from the Settlement Fund by the Settlement Administrator, in the amount approved by the Court, no later than ten (10) days after the Effective Date. This term was negotiated after the Parties reached an agreement on the total settlement amount.

99. **Allocation.** To the extent applicable, and unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys for Plaintiffs. Defendant, Defendant's Counsel, and Defendant's insurers and reinsurers shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

100. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Fee Award and Costs in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. The amount(s) of any Fee Award and Costs is/are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XIII. NO ADMISSION OF LIABILITY

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

102. **Limitations on the Use of this Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,

good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

XIV. MISCELLANEOUS

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

104. **Cooperation.** The Parties acknowledge that it is their intent to (i) consummate this Settlement Agreement; and (ii) to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

105. **Final and Complete Resolution.** The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agreed that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent counsel.

106. **Class Counsel Powers.** Class Counsel, on behalf of the Settlement Class, are expressly authorized by Settlement Class Representative to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate to carry out the spirit of this Settlement Agreement and to ensure the fairness to the Settlement Class.

107. **Successors and Assigns.** The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

108. **Pronouns/Singular and Plurals.** As used herein, "he" means "he, she, it, or they;" "his" means "his, hers, its, or theirs;" and "him" means "him, her, it, or them." As used herein, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

109. **Currency.** All dollar amounts are in United States dollars (USD).

110. **Execution in Counterparts.** The Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and execution of the counterparts shall have the same force and effect as if all Parties had signed the same instrument. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF or DocuSign shall be deemed an original.

111. **No Construction Against the Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. The Settlement Class Representative and Defendant each acknowledge that each have been advised and are represented by legal counsel of his or her own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

112. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval, except that the Parties may jointly agree to non-material modifications of this Agreement consistent with any Orders granting preliminary or final approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

113. **Paragraph Headers.** Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the meaning or interpretation of particular provisions.

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

115. **Governing Law.** This Agreement shall be construed in accordance with, and be governed by, the laws of the State of Washington, without regard to the principles thereof regarding choice/conflicts of law.

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

Kaleigh N. Boyd
Tousley Brain Stephens PLLC
1200 Fifth Avenue, Suite 1700
Seattle, Washington 98101
kboyd@tousley.com

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

John T. Mills
Gordon Rees Scully Mansukhani LLP
One Battery Park Plaza, 28th Floor
New York, New York 10004
jtmills@grsm.com

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

SIGNATURES

LAKISHA LEWIS

Lakisha Lewis

Date: 07/02/2025

CZARINA SLAPE

Czarina Slape

Date: 07/02/2025

TOUSLEY BRAIN STEPHENS LLC

Counsel for Plaintiffs and the Class

By: *Kaleigh N. Boyd*

Kaleigh N. Boyd

Date: 07/02/2025

SEATTLE HOUSING AUTHORITY

DocuSigned by:

By: *Rod Brandon*

Name: Rodrick Brandon

Title: Executive Director

Date: 7/1/2025

GORDON REES SCULLY MANSUKHANI, LLP

Counsel for Defendants (as to form only)

By: *John Mills*

John Mills

Date: July 1, 2025 | 12:43 PM PDT