

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Andrea Bennett (“Plaintiff”), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 38), and Balance Autism (“Defendant”) (collectively the “Parties”), in the action *Bennett v. Balance Autism* (Case No. CVCV069538) filed on or about July 16, 2025, in the Iowa District Court for Polk County (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined in Paragraph 28), upon and subject to the terms and conditions below.

### **RECITALS**

WHEREAS, on July 16, 2025, Plaintiff filed a Complaint against Defendant in the Iowa District Court for Polk County related to a cybersecurity incident that began on or around March 11, 2025 (the “Data Incident”) affecting Defendant, bringing claims for negligence, breach of implied contract, unjust enrichment, invasion of privacy, and breach of fiduciary duty;

WHEREAS, shortly after the Action was filed, the Parties then agreed to engage in informal discovery and mediation, exchanging information necessary to evaluate their respective settlement positions;

WHEREAS, on November 10, 2025, the Parties participated in a full-day mediation with Judge John Jarvey (ret.). Through that mediation, the Parties reached an agreement on the essential terms of a settlement;

WHEREAS, Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiff and Settlement Class Members in any way;

WHEREAS this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

### **DEFINITIONS**

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. “Approved Claim” means the complete and timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

2. “Alternative Cash Payment” means the cash payment of \$50.00 that Settlement Members can claim as set forth in Paragraph 43(d).

3. “Claim Form” means the form(s) Participating Settlement Class Members must submit to be eligible for Ordinary Loss, Extraordinary Losses, Credit Monitoring Services, Lost Time Reimbursement, or the Alternative Cash Payment claims under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.

4. “Claims Deadline” means the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to the Settlement Website to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

5. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

6. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 46.

7. “Court” means the Iowa District Court for Polk County.

8. “Credit Monitoring Services” means the credit monitoring services described in Paragraph 42, which includes two (2) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

9. “Data Incident” means the cybersecurity incident affecting Defendant that began on or around March 11, 2025.

10. “Defendant’s Counsel” means Jordan O’Donnell of Mullen Coughlin LLC.

11. “Effective Date” means ten business days after all of the following conditions have occurred (i) the Court enters the Preliminary Approval Order substantially in the form attached hereto as **Exhibit D**; (ii) the Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement; and (iii) either (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; and (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment,

and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys' fees, costs, and expenses or Service Award to a Class Representative shall not affect the "Effective Date" or any other aspect of the Final Approval Order and Judgment.

12. "Extraordinary Losses" means monetary losses that meet the following conditions: (i) is an actual, documented and unreimbursed monetary loss arising from identity theft, fraud, or similar misuse (ii) that was more likely than not caused by the Data Incident; (iii) that occurred between March 11, 2025, and the Claims Deadline; (iv) that is not already covered by the Ordinary Loss or Lost Time categories; and (v) that the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for the loss, including but not limited to, exhaustion of all of the Settlement Class Member's available credit monitoring insurance and identity theft insurance. The maximum amount any one Settlement Class Member may recover for extraordinary losses is \$4,000.00. Extraordinary Losses must be supported by third-party documentation, as discussed in Paragraph 43(c).

13. "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys' fees, costs, and litigation expenses in connection with this Action.

14. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment to be approving the Settlement Agreement, approving the Fee Award and Expenses, and approving a Service Awards to the Class Representative.

15. "Final Approval Order and Judgment" means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Iowa Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

16. "Litigation Costs and Expenses" means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

17. "Lost Time" means time Settlement Class Members spent monitoring financial or other accounts, researching the Data Incident, researching credit monitoring options and/ or communicating with financial or other institutions, or otherwise dealing with issues related to the Data Incident, up to a maximum of four (4) hours at \$20.00 per hour, supported by an attestation that the activities were related to the Data Incident and identifying how the time was spent, made under penalty of perjury, as set forth in Paragraph 43.

18. "Notice" means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the

motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto as **Exhibit A** (“Short Form Notices”) and **Exhibit B** (“Long Form Notice”).

19. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

20. “Notice and Administrative Expenses” means all of the 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, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

21. “Objection Deadline” is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be sixty (60) days after the Notice Deadline, or other such date as ordered by the Court.

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

23. “Opt-Out Deadline” is the last day on which a Settlement Class Member may postmark a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

24. “Ordinary Loss” means unreimbursed, documented expenses and fees actually incurred or spent as a result of the Data Incident between March 11, 2025, and the Claims Period Deadline, including, without limitations and by way of example, out-of-pocket expenses incurred, fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Incident. The maximum amount any one Settlement Class Member may recover for ordinary losses is \$400.00, made under penalty of perjury. Ordinary Losses must be supported by third-party documentation, as discussed in Paragraph 43(a).

25. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 55.

26. “Personal Information” includes, but is not limited to, names and Social Security numbers, dates of birth, and health insurance numbers/Medicaid ID numbers. 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 Agreement, or how the Parties may use the term in other circumstances.

27. “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 Iowa Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

28. “Released Claims” means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

29. “Released Parties” means Defendant and each and every of its predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

30. “Releasing Parties” and a “Releasing Party” shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representative and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

31. “Request for Exclusion” means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 55.

32. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of her role in this Action as set forth in Paragraph 69.

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

34. “Settlement Administrator” means Analytics, LLC, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel, Defendant and Defendant’s Counsel, to administer the settlement.

35. “Settlement Class” means all individuals residing in the United States whose Personal Information was potentially impacted in the Data Incident affecting Balance Autism in March 2025, including all those who received notice of the Data Incident. Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

36. “Settlement Class Counsel” means Raina C. Borrelli of Strauss Borrelli PLLC.

37. “Settlement Class List” means the list of the names and current or last known email and/or mailing address information for Settlement Class Members that Defendant used to mail notice of the Data Incident to individuals, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

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

39. “Settlement Class Representative” means Andrea Bennett.

40. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 47.

41. “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 53.

### **SETTLEMENT BENEFITS AND REIMBURSEMENT**

42. **Credit Monitoring Services.** Participating Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services which will include two (2) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

43. **Cash Benefits.** Defendant will pay Approved Claims for Ordinary Losses, Extraordinary Losses, and/or Lost Time Reimbursement, or, in the alternative, Alternative Cash Payments, as described below up to an aggregate cap of Two Hundred Ninety Thousand Dollars and Zero Cents (\$290,00.00). In the unlikely event that the total Settlement benefits claimed in Paragraph 43 exceed \$290,000, such Approved Claims will be decreased *pro rata* to stay within

the maximum \$290,000 cap. Participating Settlement Class Members who submit a valid and timely Claim Form may choose from all applicable claim categories (a) through (c) below or, in the alternative, choose from Credit Monitoring and/or an Alternative Cash Payment.

- a. **Claims for Compensation of Ordinary Losses** up to a total of \$400.00 per Participating Settlement Class Member upon submission of a valid documented claim and supporting third-party documentation for each item of expenditure claimed. Participating Settlement Class Members with Ordinary Losses must submit documentation supporting their claims. This 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. A legal guardian for a Participating Settlement Class Member who is under the age of eighteen (18) at the time of claim submission may submit a Minor Claim Form seeking reimbursement of Ordinary Losses on the minor’s behalf. Ordinary Losses would include, without limitation and by way of example:
  - i. *Out of pocket expenses actually incurred* as a result of the Data Incident, including, without limitation, and by way of example, unreimbursed losses relating to fraud or identity theft; lost time; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
  - ii. Fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Incident;
- b. **Claims for Reimbursement for Lost Time** up to 4 hours at a rate of \$20.00 per hour (for a total of \$80.00) per Participating Settlement Class Member for time actually spent responding to issues raised by the Data Incident if at least one full hour was spent dealing with the Data Incident. Participating Settlement Class Members must submit a valid claim form identifying the activities engaged in and the time spent on each such activity and provide attestation, under penalty of perjury, on the Claim Form that the activities they performed were related to the Data Incident. Claims for Lost Time are subject to the \$400.00 cap for Ordinary Losses.
- c. **Claims for Extraordinary Losses** up to a total of \$4,000.00 per Participating Settlement Class Member who was the victim of actual fraud or identity theft in compensation on submission of a valid and timely claim form for monetary losses with third party documentation that meets the following conditions:
  - i. The loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft;

- ii. The submitted documentation is not “self-prepared” by the claimant. “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.
- iii. The loss from fraud or identity theft was more likely than not caused by the Data Incident;
- iv. The loss was incurred after March 11, 2025 and before the Claims Period Deadline;
- v. The loss is not already covered by the Ordinary Loss or Lost Time categories;
- vi. The Participating Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- vii. A legal guardian for a Participating Settlement Class Member who is under the age of eighteen (18) at the time of claim submission may submit a Minor Claim Form seeking reimbursement of Extraordinary Losses on the minor’s behalf.

d. **Alternative Cash Payment.** Participating Settlement Class Members may claim an Alternative Cash Payment of \$50.00 per Settlement Class Member in lieu of claims for Ordinary Losses, Lost Time, and Extraordinary Losses. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Ordinary Losses, Lost Time, or Extraordinary Losses. However, Participating Settlement Class Members can claim both the Alternative Cash Payment and Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.

44. **Business Practice Commitments.** Prior to the Final Approval Hearing, Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since the Data Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendant separate and apart from all other settlement benefits. To the extent the Court requires this declaration be filed, it shall be filed under seal.

### **CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS**

45. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members

in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

46. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, Alternative Cash Payment, or Credit Monitoring Services are valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Paragraph 43 above.
- d. The Settlement Administrator will determine to what extent documentation for Ordinary Losses and Extraordinary Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.
- e. In determining whether claimed Ordinary Losses and Extraordinary Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after March 11, 2025; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Data Incident; (iii) the explanation of the Participating Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- f. The Settlement Administrator is authorized to contact any Participating Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- g. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- h. To the extent the Settlement Administrator determines that a timely claim for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines

that the Participating Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Participating Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

- i. If a Participating Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Participating Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

**47. Payment.**

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, Credit Monitoring Services, or the Alternative Cash Payment and also provide funding instructions to Defendant. Within the later of forty-five (45) days of receiving this accounting or thirty (30) days of the Effective Date, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 47(a).
- c. All Participating Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

48. **Timing.** Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

49. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

50. **Voided Checks.** In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

### **SETTLEMENT CLASS NOTICE**

51. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

52. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

53. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to

dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

54. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraphs 42–44. The costs of Notice and Administrative Expenses will be subject to a not to exceed amount.

### **OPT-OUTS AND OBJECTIONS**

55. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. 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.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.

- d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Participating Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 55, above, shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

56. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys' fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action, including the Release. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

#### **DUTIES OF THE SETTLEMENT ADMINISTRATOR**

57. **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. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;

- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response 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 in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;
- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

### **PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

58. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement 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, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representative as the representative for the Settlement Class.

59. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

60. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit E**, at least fourteen (14) days before the Final Approval Hearing. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

61. **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 between the Parties 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 consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendant.

## **MODIFICATION AND TERMINATION**

62. **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 or Defendant under this Agreement.

63. **Termination.** Settlement 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”): within fourteen (14) days of (1) the Court’s refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court’s refusal to enter the Final Approval Order and Judgment in any material respect, (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court; (4) the close of the period to Opt Out, if the conditions described in Paragraph 64 occur; or (5) the conditions described in Paragraphs 71 or 73 occur.

64. **Defendant’s Option.** Defendant shall have the right to, in its sole discretion, terminate the Agreement pursuant to the procedures in Paragraph 63 if more than 50 Settlement Class Members submit valid requests to Opt Out of the Settlement. In no event will Class Counsel, the Settlement Class Representative, Defendant’s corporate officers, or Defendant’s Counsel encourage Settlement Class Members to opt-out of the Settlement Class.

65. **Effect of Termination.** In the event of a termination as provided in Paragraph 63, 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, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. All of the Parties’ respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and 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 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 in a contested proceeding relating to class certification.

66. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such occurrence or non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

## **RELEASES**

67. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and

unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

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

Upon the Effective Date, each-Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, 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. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

69. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

70. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Participating Settlement Class Members, and all Releasing Parties, shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, 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. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

### **SERVICE AWARD PAYMENTS**

71. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment

for the Settlement Class Representative in recognition of her contributions to this Action not to exceed Two Thousand and Five Hundred Dollars and Zero Cents (\$2,500.00). If more than \$2,500.00 is requested as a service award, Defendant shall have the option to terminate the Settlement in accordance with Paragraph 63. Prior to the disbursement or payment of the Service Award Payment, Settlement Class Representative shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved service award to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service award. Defendant's obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

72. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgement, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is 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.

### **ATTORNEYS' FEES, COSTS, EXPENSES**

73. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for Fee Award and Costs, as well as the Service Award, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for Fee Award and Costs, which shall not exceed One Hundred and Twenty-Five Thousand Dollars (\$125,000.00). If more than \$125,00.00 is requested as a Fee Award and Costs, Defendant shall have the option to terminate the Settlement in accordance with Paragraph 63. Settlement Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount

paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

74. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of the Fee Award and Costs approved and awarded by the Court or any appeal thereof. The amount and timing of the Fee Award and Costs 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 or timing of the Fee Award and Costs shall constitute grounds for termination of this Agreement.

### **NO ADMISSION OF LIABILITY**

75. **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 that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

76. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; 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 the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

### **MISCELLANEOUS**

77. **Publicity.** The Parties agree that they shall not publicize this Settlement, the amount or sum of individual Settlement Class Representative's or Participating Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required, and as otherwise permitted within this Agreement for the purpose of effectuating the Notice program (including the Settlement Website). If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

78. **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.

79. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede

any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

80. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

81. **Other Litigation.** Plaintiff and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Action.

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

83. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiff and Defendant.

84. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

85. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

87. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

88. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

89. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the Paragraphs of this Agreement shall be resolved in favor of the text.

90. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of Iowa, without regard to choice of law principles.

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

92. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Raina C. Borrelli  
**STRAUSS BORRELLI PLLC**  
980 N Michigan Ave, Suite 1610  
Chicago, IL 60611  
raina@straussborrelli.com

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

Jordan O'Donnell  
**MULLEN COUGHLIN LLC**  
426 W. Lancaster Avenue, Suite 200  
Devon, PA 19333  
jsodonnell@mullen.law

The notice recipients and addresses designated above may be changed by written notice to the other Party.

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

94. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

95. **No Collateral Attack.** The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

96. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

**SIGNATURES**

**Andrea Bennett**

By: Andrea Bennett

Date: 01 / 05 / 2026

**Balance Autism**

By: \_\_\_\_\_

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

**SIGNATURES**

**Andrea Bennett**

By: \_\_\_\_\_

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

**Balance Autism**

By:  \_\_\_\_\_

Date: 01/05/2026

**Approved as to form by:**

*Counsel for Plaintiff and the Settlement Class*

By:     *Raina Borrelli*      
Raina C. Borrelli

Date:     01 / 05 / 2026    

*Counsel for Defendant*

By: \_\_\_\_\_  
Jordan O'Donnell

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

**Approved as to form by:**

*Counsel for Plaintiff and the Settlement Class*

By: \_\_\_\_\_  
Raina C. Borrelli

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

Counsel:   
By: \_\_\_\_\_  
Jordan O'Donnell

Date: January 5, 2026

**— EXHIBIT A —**

Balance Autism Data Settlement  
c/o Claims Administrator  
[Address]  
[City, State Zip]

FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
CITY, STATE ZIP  
PERMIT NO. XXXX

NOTICE OF CLASS ACTION  
SETTLEMENT

You may be entitled to submit a claim  
for monetary compensation under a  
class action settlement.

<<Website>>

#### WHO IS A SETTLEMENT CLASS MEMBER?

You have been identified as a Settlement Class Member in the lawsuit *Bennett v. Balance Autism*, Case No. CVCV069538 (Polk County, Iowa) because you reside in the United States or its territories and your Personal Information was potentially impacted in the Data Incident affecting Balance Autism in March 2025.

#### WHAT ARE THE SETTLEMENT BENEFITS?

Under the Settlement, Defendant has agreed to pay Valid Claims. As a Participating Settlement Class Member, you are eligible to submit claims for the following: (i) two (2) years of one-bureau Credit Monitoring Services with at least \$1,000,000 in identify theft insurance; and (ii) up to \$4,000 for reimbursement in documented, unreimbursed losses arising from identity theft, fraud, or similar misuse (“Extraordinary Losses”); (iii) up to \$400 for reimbursement for unreimbursed, documented out-of-pocket expenses resulting from the Data Incident (“Ordinary Losses”); (iv) up to 4 hours of lost time at \$20 per hour for time spent in response to the Data Breach (“Lost Time”); **OR** (v) an Alternative Cash Payment of \$50 in lieu of claims for Ordinary Losses, Extraordinary Losses, and Lost Time. More information about the types of claims and how to file them is available at <<Website>>.

#### WHAT ARE YOUR RIGHTS AND OPTIONS?

**Submit a Claim Form.** To receive Settlement benefit(s), you must timely submit a Claim Form, available online at <<Website>>. Your Claim Form must be postmarked or submitted online no later than <<DATE>>. Claims will be subject to a verification process.

**Opt Out.** You may exclude yourself from the settlement and retain your ability to sue Defendant on your own by mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than <<Date>>. If you do not exclude

yourself, you will be bound by the settlement terms and give up your right to sue regarding the settled claims.

**Object.** If you do not exclude yourself, you have the right to object to the settlement. Written objections must be signed, postmarked no later than <<Date>>, and provide the reasons for the objection. Please visit the Settlement Website at <<Website>> for more details.

**Do Nothing.** If you do nothing, you will not receive Settlement benefits and will lose the right to sue regarding any issues relating to this action. You will be bound by the Court’s decisions because this is a conditionally certified class action.

#### WHO REPRESENTS ME?

The Court has appointed Raina C. Borrelli of Strauss Borrelli PLLC to represent the Settlement Class (“Settlement Class Counsel”).

#### WHEN WILL THE COURT APPROVE THE SETTLEMENT?

The Court will hold a hearing in this case on <<Date>> at <<Time>>, to consider whether to approve the Settlement. The Court will also consider Class Counsel’s request for attorneys’ fees and costs of up to \$125,000, and \$2,500.00 for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

**THIS NOTICE IS ONLY A SUMMARY.  
FOR MORE INFORMATION VISIT <<WEBSITE>>.**

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**Postage  
Required**

Balance Autism Data Settlement  
c/o Claims Administrator  
[Address]  
[City, State Zip]

**— EXHIBIT B —**

## **NOTICE OF CLASS ACTION SETTLEMENT**

### **If Your Personal Information Was Potentially Impacted In The Balance Autism Data Incident, You May Be Eligible For Benefits From A Class Action Settlement.**

*This is not a solicitation from a lawyer, junk mail, or an advertisement.*

*A court authorized this Notice.*

This notice summarizes the settlement reached in a lawsuit entitled *Bennett v. Balance Autism*, Case No. CVCV069538, pending in the Iowa District Court for Polk County (the “Action”). For the precise terms of the settlement, please see the Settlement Agreement available at <<Website>> or by contacting the Settlement Administrator at <<Phone>>.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

**This Notice explains the nature of the Action and claims being settled, your legal rights,  
and the benefits to the Settlement Class.**

**This notice may affect your rights – please read it carefully.**

- A Settlement has been reached in a class action lawsuit filed against Balance Autism (the “Defendant”) regarding a cybersecurity incident that began on or around March 11, 2025.
- Class Members are eligible to receive the following relief: (1) up to \$400 in reimbursement for unreimbursed, documented out-of-pocket expenses resulting from the Data Incident (“Ordinary Losses”); (2) up to 4 hours of Lost Time, at \$20.00/hour of time spent in response to the Data Incident; (3) up to \$4,000 in documented, unreimbursed losses arising out of or related to identity theft, fraud, or other misuse (“Extraordinary Losses”); (4) two years of one-bureau credit monitoring with at least \$1,000,000.00 in fraud insurance; or (5) in the alternative to compensation for Ordinary Losses, Extraordinary Losses, and/or Lost Time, Settlement Class Members can elect to make a Claim for a \$50 Cash Payment. To receive any of these benefits, Class Members must submit a timely and valid Claim Form.
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

QUESTIONS? CALL <<Phone>> OR VISIT <<WEBSITE>>

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<p><b>SUBMIT A CLAIM FORM</b></p>	<p>This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <b>&lt;&lt;DATE&gt;&gt;</b>.</p>
<p><b>EXCLUDE YOURSELF FROM THE SETTLEMENT “OPT-OUT”</b></p>	<p>This is the only option that allows you to ever bring or join another Action raising the same legal claims against the Defendant. You will receive no payment or Credit Monitoring Services under this Settlement. The deadline to exclude yourself from the Settlement is <b>&lt;&lt;DATE&gt;&gt;</b>.</p>
<p><b>OBJECT TO THE SETTLEMENT</b></p>	<p>You may write to the Court, with a copy to Class Counsel and Defendant’s Counsel, about any aspect of the Settlement you don’t like or you don’t think is fair, adequate, or reasonable. (If you object to any aspect of the Settlement, you must submit a written Objection and that Objection must be received by the Deadline. Your Objection must follow the procedures stated in the Settlement Agreement. The deadline to object to the Settlement is <b>&lt;&lt;DATE&gt;&gt;</b>.</p>
<p><b>ATTEND THE FINAL APPROVAL HEARING</b></p>	<p>You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above. If you Opt-Out of the Settlement you cannot object.) The Final Approval Hearing will be held on <b>&lt;&lt;DATE&gt;&gt;</b> at <b>&lt;&lt;Time&gt;&gt;</b>.</p>
<p><b>DO NOTHING</b></p>	<p>If you do nothing you will not receive any payment or the free Credit Monitoring Services. You will have no right to sue the Defendant later for the claims released by the Settlement.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at **<<Website>>**.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. No settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes Final.

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## BASIC INFORMATION

### 1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. You may be eligible to receive a cash payment and free Credit Monitoring Services as part of the settlement. This Notice explains the Action, the settlement, and your legal rights.

Andrea Bennett (“Plaintiff”), individually and on behalf of the Participating Settlement Class Members (defined below) brought a lawsuit against Balance Autism (“Defendant”), in the case of *Bennett v. Balance Autism*, Case No. CVCV069538, pending in the Iowa District Court for Polk County. Defendant and Plaintiff are collectively referred to herein as the “Parties.”

### 2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who have similar claims. In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. In this case, the Settlement Class is defined as:

All persons residing in the United States whose Personal Information was potentially impacted in the Data Incident affecting Balance Autism in March 2025, including all those who received notice of the Data Incident.

## THE CLAIMS IN THE ACTION AND THE SETTLEMENT

### 3. What is this Action about?

Plaintiff alleges that on or around March 11, 2025, Defendant was affected by a cybersecurity incident that impacted the personal information of Plaintiff and others similarly situated. Defendant denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Action. The Court has not determined whether Plaintiff or Defendant are correct. More information about the Class Action Complaint filed in the Action can be found on the Settlement Website at [<<Website>>](#).

### 4. Why is there a Settlement?

Following arms-length negotiations, the Parties negotiated a settlement by which they agreed to resolve all matters pertaining to, arising from, or associated with the Action, including all claims Plaintiff and the Settlement Class Members have or may have had against Defendant and related persons and entities. The Parties agreed to this settlement, and dismissal of the Action under the term of the Settlement Agreement, to avoid the uncertainty, risks, and expense of ongoing Litigation. The Plaintiff and Class Counsel, attorneys for the Class Members, believe the terms of the settlement are fair, reasonable, adequate, and equitable, and that the settlement is in the best interests of the Settlement Class Members. The settlement is not an admission of any wrongdoing by Defendant nor that the Action is without merit.

## WHO’S INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am in the Settlement Class?

This Action involves personal information stored by Defendant that was potentially impacted by unauthorized entities in a cyberattack against Defendant’s computer systems, which began on or around March 11, 2025 (“Data Incident”).

The Plaintiff and Defendant will ask the Court to certify a Settlement Class defined as “all individuals residing in the United States whose Personal Information was potentially impacted in the Data Incident affecting Balance Autism in March 2025, including all those who received notice of the Data Incident.” Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

## THE SETTLEMENT BENEFITS

### 6. What benefits does the settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

**Credit Monitoring:** Participating Settlement Class Members are eligible for two (2) years of one-bureau credit monitoring with at least \$1,000,000 in identity theft protection insurance. To receive this benefit, Settlement Class Members must submit a valid Claim Form. No documentation is required to make a claim.

**Documented Ordinary Loss Reimbursement:** Participating Settlement Class Members are eligible for reimbursement of Ordinary Losses, not to exceed \$400 per Settlement Class Member, resulting from unreimbursed, third-party documented, out-of-pocket expenses that were incurred as a result of the Data Incident. Eligible Ordinary Losses include, without limitation and by way of example, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. To receive this benefit, Settlement Class Members must submit a valid Claim Form and third-party documentation supporting their Ordinary Loss claim. This can include receipts or other documentation, not “self-prepared” by the claimant, that shows the costs incurred.

**Lost Time Reimbursement:** All Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of Lost Time actually spent responding to issues raised by the Data Incident if at least one full hour was spent dealing with the Data Incident (calculated at the rate of \$20 per hour to a maximum of \$80 per person). To receive this benefit, Settlement Class Members must submit a valid Claim Form identifying the activities engaged in and the time spent on each such activity and provide attestation, under penalty of perjury, on the Claim Form that the activities they performed were related to the Data Incident. Claims for Lost Time are subject to the \$400.00 cap for Ordinary Losses.

**Documented Extraordinary Loss Reimbursement:** Participating Settlement Class Members are eligible for reimbursement of Extraordinary Losses, not to exceed \$4,000 per Settlement Class Member, arising out of or related to actual fraud or identity theft and: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the submitted documentation is not “self-prepared” by the claimant. “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; (iii) loss from fraud or identity theft was more likely than not caused by the Data Incident; (iv) the loss was incurred after March 11, 2025 and before the Claims Period Deadline; (v) the loss is not already covered by the Ordinary Loss or Lost Time categories; (vi) the Participating Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and (vii) a legal guardian for a Participating Settlement Class Member who is under the age of eighteen (18) at the time of claim submission may submit a Minor Claim Form seeking reimbursement of Extraordinary Losses on the minor’s behalf. To receive this benefit, Settlement Class Members must submit a valid Claim Form and third-party documentation supporting their Extraordinary Loss claim. This can include receipts or other documentation, not “self-prepared” by the claimant, that shows the costs incurred.

**Alternative Cash Payment:** Participating Settlement Class Members are eligible to receive a cash payment of \$50 as an alternative to claiming any other Settlement Benefit (except Credit Monitoring). If a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Ordinary Losses, Lost Time, or Extraordinary Losses. They can receive the Credit Monitoring benefit. To receive this benefit, Settlement Class Members must submit a valid

Claim Form. No documentation is required to make a claim.

If total of the monetary benefits claimed by Settlement Class Members exceeds \$290,000.00, they will be *pro rata* decreased.

## HOW TO GET BENEFITS

### 7. How do I make a Claim?

To qualify for a settlement benefit, you must complete and submit a Claim Form. Class Members who want to submit a Claim must fill out and submit a Claim Form online at <<Website>> or by USPS mail. Claim Forms are available through the Settlement Website at <<Website>> or Settlement Class Members may call the Settlement Administrator and request that a copy of the Claim Form be mailed to them.

Claims will be subject to a verification process. If you received a Notice with a Unique ID, you must include it on your Claim Form. **All Claim Forms must be received online or postmarked on or before <<DATE>>.**

### 8. When will I get my payment?

The Final Approval Hearing is when the Court considers the fairness of the settlement. It is scheduled for <<Date>>, at <<Time>>. If the Court approves the settlement, eligible Class Members whose Claims were approved by the Settlement Administrator will be sent payment after the Effective Date.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

Yes, the Court has appointed Raina C. Borrelli of Strauss Borrelli PLLC “Settlement Class Counsel.”

#### Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel are working on your behalf. This firm is experienced in handling similar cases. You will not be charged for these lawyers. You can retain your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

### 10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses of not more than \$125,000.00, which will be paid by Defendant. Class Counsel will also request a Service Award of up to \$2,500.00 for the Plaintiff, to be paid by Defendant. The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Plaintiff. The Court may award less than the amounts requested.

## YOUR RIGHTS AND OPTIONS

### 11. What claims do I give up by participating in this settlement?

If you do not exclude yourself from this settlement, you will not be able to sue the Defendant or any of the Released Parties about the Claims in the settlement and you will be bound by all decisions made by the Court in this case and the terms of the settlement, including its Release. This is true regardless of whether you submit a Claim Form. Please read the Settlement Agreement at <<Website>> for full details. However, you may exclude yourself from this settlement (see Question 14). If you exclude yourself from the settlement, you will not be bound by the Settlement Agreement, including, the Released Claims, but you will not be able to make a claim for any benefits under the Settlement.

“Released Claims” means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant’s information security

policies and practices, or Defendant's maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

The Settlement Agreement describes the Release, Released Claims, and Unknown Claims so please read it carefully. The Settlement Agreement is available at <<Website>> or in the public Court records on file in this Action. For questions regarding Release and what they mean, you can also contact one of the lawyers listed in Question 17 for free, or you can talk to your own lawyer at your own expense.

## **12. What happens if I do nothing at all?**

If you do nothing, you will not receive any payment or free Credit Monitoring Services under the settlement. You will be in the Settlement Class, and if the Court approves the settlement, you will also be bound by all orders and judgments of the Court and the Settlement Agreement, including the Release. Unless you exclude yourself, you won't be able to file an Action or be part of any other Action against Defendant or the Released Parties for any of the claims or legal issues resolved in this settlement.

## **13. What happens if I ask to be excluded from the settlement?**

If you exclude yourself from the settlement, you will receive no benefits, payment, or free Credit Monitoring Services under the settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's orders and judgments related to the Class and Defendant in this Action or the terms of the Settlement Agreement, including the Release.

## **14. How do I opt-out of the settlement?**

You can opt-out of the settlement by submitting a written Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. You must submit a document that includes the name of the proceeding, your full name, current address, personal and original signature, and the words "Request for Exclusion" or a comparable statement that you do not wish to participate in the settlement. Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the Settlement Agreement will lose the opportunity to exclude himself or herself from the settlement and will be bound by the settlement. You must submit your written Request for Exclusion to the Settlement Administrator by mail postmarked no later than <<DATE>>, to the following address:

*Balance Autism Data Settlement*  
ATTN: Exclusions  
P.O. Box XXXX  
Chanhassen, MN 55317-XXXX

You cannot exclude yourself by phone or email. Each Class Member who wants to be excluded from the settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

## **15. If I don't exclude myself, can I sue Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendant or the Released Parties for the claims being resolved by this settlement.

## **16. If I exclude myself, can I get anything from this settlement?**

No. If you exclude yourself, you are not eligible to submit a Claim Form or request any settlement payment or free Credit Monitoring Services.

## 17. How do I object to the settlement?

If you do not exclude yourself from the Class, you can object to the settlement if you do not agree with any part of it. You can also object to Settlement Class Counsel's request for attorneys' fees, costs, and a service award for the Plaintiff. Even if you object to the settlement, you remain a member of the Settlement Class and are entitled to file a claim for benefits under the Settlement.

To object, you must file a written notice with the Court in *Bennett v. Balance Autism*, Case No. CVCV069538, Iowa District Court for Polk County by <<DATE>>. Your objection must be filed with the Court, which you can do by mailing your objection and any supporting documents to the Clerk of the Court, at the following address:

Clerk of Court  
500 Mulberry Street  
Room 212  
Des Moines, IA 50309

The objection must be in writing and include the case name, *Bennett v. Balance Autism*, Case No. CVCV069538, Iowa District Court for Polk County. Your objection must include: (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel at the addresses listed below, postmarked no later than <<DATE>>:

Class Counsel	Defense Counsel	Settlement Administrator
Raina C. Borrelli STRAUSS BORRELLI PLLC 980 N Michigan Avenue, Suite 1610 Chicago IL, 60611 raina@straussborrelli.com	Jordan O'Donnell MULLEN COUGHLIN LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333 jsodonnell@mullen.law	Balance Autism Data Settlement c/o Analytics Consulting LLC PO Box XXXX Chanhassen, MN 55317-XXXX <<Email>>

## 18. What's the difference between objecting and excluding myself from the settlement?

Objecting means that you are telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself from the Class means that you don't want to be part of the Class. If you exclude yourself, you have no basis to object.

### THE COURT'S FINAL APPROVAL HEARING

## 19. When and where will the Court have the Final Approval Hearing to determine the fairness of the settlement?

The Court will hold the Final Approval Hearing on <<Date>>, at <<Time>> in <<Location>>. The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Class.

QUESTIONS? CALL <<Phone>> OR VISIT <<WEBSITE>>

At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Service Award payment to the Plaintiff.

**Note:** The date, time, and location (e.g., from in person to zoom) of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted on the Settlement Website, <<Website>>, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

## **20. Do I have to come to the hearing?**

No. Settlement Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was timely filed and mailed and meets all of the requirements described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

## **21. May I speak at the Final Approval Hearing?**

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed settlement.

### **GETTING MORE INFORMATION**

## **22. Where can I get additional information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available on the Settlement Website at <<Website>>.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT <<WEBSITE>>,  
BY CALLING TOLL-FREE AT <<Phone>>, OR WRITING TO:

*Balance Autism Data Settlement*  
c/o Analytics Consulting LLC  
P.O. Box XXXX  
Chanhassen, MN 55317-XXXX

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

**— EXHIBIT C —**

Your claim must be submitted online or postmarked by: **MONTH DD, 2026**

**CLAIM FORM FOR BALANCE AUTISM DATA SETTLEMENT**

**Balance Autism Data Settlement**

*Bennett v. Balance Autism*  
Case No. CVCV069538  
Iowa District Court for Polk County

**USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS**

**GENERAL INSTRUCTIONS**

If you received Notice of this Settlement, the Claims Administrator identified you as an individual residing in the United States whose Personal Information was potentially impacted in the Data Incident affecting Balance Autism in March 2025, including all those who received notice of the Data Incident.

Please refer to the Settlement Notice (Long Notice) posted on the Settlement Website <<Website>>, for more information on submitting a Claim and for information on the aggregate cap on claims.

**To receive any benefits, you must submit the Claim Form below by <<DATE>>.**

Please read the claim form carefully and answer all questions. Failure to provide required information could result in a denial of your claim.

This Claim Form may be submitted electronically via the Settlement Website at **URL** or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Balance Autism Data Settlement  
c/o Claims Administrator  
[Address]  
[City, State Zip]

**I. CLASS MEMBER NAME AND CONTACT INFORMATION**

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

**First Name**

**Last Name**

**Street Address**

**City**

**State**

**Zip Code**

**Email Address (optional)**

**Telephone Number**

## II. PROOF OF CLASS MEMBERSHIP

Enter the Notice ID Number and Confirmation Code provided on your Postcard Notice:

**Notice ID Number**

**Confirmation Code**

## III. IDENTITY THEFT PROTECTION

Participating Settlement Class Members are eligible to claim two (2) years of free one-bureau credit monitoring services with \$1,000,000 in identity theft protection insurance, among other features.

Check this box if you would like to receive an activation code to enroll in two (2) years of one-bureau credit monitoring services.

## IV. LOST TIME REIMBURSEMENT

Participating Settlement Class Members are eligible to receive reimbursement for lost time, up to four (4) hours at a rate of \$20 per hour, actually spent responding to issues raised by the Data Incident, if at least one full hour was spent dealing with the Data Incident. To receive reimbursement for lost time, the Participating Settlement Class Members must submit a valid claim form identifying the activities engaged in and the time spent on each such activity and provide attestation, under penalty of perjury, on the Claim Form that the activities they performed were related to the Data Incident. Claims made for lost time can be combined with reimbursement for documented ordinary loss expense reimbursement, and count toward the \$400 cap for Ordinary Losses.

Hours claimed (up to 4 hours – check one box)       1 Hour |  2 Hours |  3 Hours |  4 Hours

I swear under penalty of perjury that, to the best of my knowledge and belief, any claimed lost time was spent related to the Data Security Incident.

***In order to receive this payment, you must describe what you did and how the claimed lost time was spent related to the Data Security Incident. For examples of eligible activities, please refer to the Settlement Notice (Long Notice) posted on the Settlement Website <<Website>>.***

Provide description(s) here:

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**V. DOCUMENTED ORDINARY AND/OR EXTRAORDINARY LOSSES REIMBURSEMENT**

Participating Settlement Class Members are eligible to receive reimbursement for **ORDINARY** out-of-pocket losses that were incurred as a result of the Data Security Incident, not to exceed \$400 per Participating Settlement Class Member. To receive reimbursement for ordinary losses, the Participating Settlement Class Members must submit a valid documented claim and supporting third-party documentation for each item of expenditure claimed. Settlement Class Members with ordinary losses **must** submit documentation supporting their claims. Examples of eligible ordinary losses are detailed in the Settlement Notice (Long Notice) posted on the Settlement Website [<<Website>>](##).

Check this box if you are claiming **ORDINARY** loss expenses in the amount of \$ \_\_\_\_\_.

Participating Settlement Class Members are also eligible to receive reimbursement for unreimbursed documented **EXTRAORDINARY** losses, not to exceed \$4,000 per Settlement Class Member who was the victim of actual fraud or identity theft. To receive reimbursement for ordinary losses, the Participating Settlement Class Members must submit a valid documented claim and supporting third-party documentation that meets the following conditions: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the submitted documentation is not “self-prepared” by the claimant; (iii) the loss from fraud or identity theft was more than likely than not caused by the Data Incident; (iv) the loss was incurred after March 11, 2025 and before the **Claims Period Deadline**; (v) the loss is not already covered by the ordinary loss or lost time categories; (vi) the Participating Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance; and (vii) a legal guardian for a Participating Settlement Class Member who is under the age of 18 at the time of claim submission may submit a Claim Form seeking reimbursement of extraordinary losses on the minor’s behalf.

Check this box if you are claiming **EXTRAORDINARY** loss expenses in the amount of \$ \_\_\_\_\_.

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**— EXHIBIT D —**

**IN THE IOWA DISTRICT COURT FOR POLK COUNTY**

<p>ANDREA BENNETT on behalf of herself individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>BALANCE AUTISM,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. CVCV069538</p> <p style="text-align: center;"><b>[PROPOSED] PRELIMINARY APPROVAL ORDER</b></p>
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Before the Court is Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement (**Doc. No. \_\_**) (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiff and Balance Autism (“Balance Autism” or “Defendant” and, together with Plaintiff, the “Parties”), with accompanying exhibits attached as **Exhibit 1** to Plaintiff’s Memorandum in Support of Plaintiff’s Unopposed Motion for Preliminary Approval (the “Settlement Agreement”).<sup>1</sup>

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

**All individuals residing in the United States whose Personal Information was potentially impacted in the Data Incident affecting Balance Autism in March 2025, including all those who received notice of the Data Incident.**

Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to

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<sup>1</sup> All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal.

Pursuant to Iowa Rules of Civil Procedure 1.266, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Iowa Rules of Civil Procedure 1.261-2. Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representative has no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

2. **Settlement Class Representative and Settlement Class Counsel.** The Court finds that Plaintiff Andrea Bennett should be appointed as the Settlement Class Representative. Additionally, the Court finds Raina C. Borrelli of Strauss Borrelli PLLC will likely satisfy the requirements of Iowa Rules of Civil Procedure 1.261-1.279 and should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the

Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved, subject to further consideration at the Final Approval Hearing to be conducted as described herein. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this District.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on \_\_\_\_\_, 2026, at \_\_\_\_: \_\_\_\_\_.M. CST [address/via zoom], where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representative for a Service Award should be approved.

6. **Settlement Administrator.** The Court appoints Analytics LLC as the Settlement

Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Notices before they are mailed or published.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Iowa Rules of Civil Procedure 1.271 and meet the requirements of the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice program in conformance

with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit a written request to the designated address established by the Settlement Administrator in the manner provided in the Notice. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days from the Notice Deadline, and as stated in the Notice.

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

**Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline and as stated in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court. The Notice also shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Deadline." Any such objections to the Settlement Agreement must be written and must include all of the following: : (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states

with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

To be timely, written notice of an objection must be filed with the Clerk of Court by the Objection Deadline, which is no later than sixty (60) days from the Notice Deadline.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Iowa Rules of Appellate Procedure and not through a collateral attack.

10. **Claims Process.** Settlement Class Counsel and Balance Autism have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified

in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

11. **Termination of Settlement**. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) the Effective Date does not occur. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

12. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the

Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

13. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

14. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

15. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

<b><u>Grant of Preliminary Approval</u></b>	
Balance Autism provides list of Settlement Class Members to the Settlement Administrator	15 days after Preliminary Approval
Notice Date	30 days after Preliminary Approval.

Class Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative’s Service Awards	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	67 days after Notice Date
<b><u>Final Approval Hearing</u></b>	120 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
<b><u>Final Approval</u></b>	
Payment of Attorneys’ Fees and Expenses Class Representative’s Service Awards	30 days after Effective Date
Settlement Website Deactivation	60 days after Effective Date

IT IS SO ORDERED

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Judge

— **EXHIBIT E** —

**IN THE IOWA DISTRICT COURT FOR POLK COUNTY**

<p>ANDREA BENNETT on behalf of herself individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>BALANCE AUTISM,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. CVCV069538</p> <p>[PROPOSED] FINAL APPROVAL ORDER</p>
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Before the Court is Plaintiff’s Motion for Final Approval of Class Action Settlement (“Motion for Final Approval”). The Motion for Final Approval seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiff’s Motion for Attorneys’ Fees, Costs, and Expenses to Settlement Class Counsel, and Service Award Payment to Plaintiff (“Motion for Attorneys’ Fees”).

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, and Motion for Attorneys’ Fees, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

**WHEREAS**, on [DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) which, among other things: (a) conditionally certified this matter as a class action, for purposed of the settlement only, including defining the class and class claims, (b) appointed Plaintiff as the Settlement Class Representative and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and

(f) set the date for the Final Approval Hearing;

**WHEREAS**, thereafter, pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

**WHEREAS**, on [DATE], the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice;

**WHEREAS**, the Court not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

**WHEREAS**, the Court being required under Iowa Rules of Civil Procedure Rule 1.262 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for Service Award

Payment to the Representative Plaintiff, and having reviewed the materials in support thereof, and good cause appearing:

**IT IS ORDERED** that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.

2. The Settlement involves allegations in Plaintiff's Class Action Complaint against Defendant for purported failure to implement or maintain adequate data security measures and safeguards to protect Personal Information, which Plaintiff alleges directly and proximately caused injuries to Plaintiff and Settlement Class Members. Defendant denies the allegations and causes of action pled in the Class Action Complaint and otherwise denies any liability to Plaintiff and Settlement Class Members in any way.

3. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

4. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement ("Final Approval Order and Judgment") with initial capital letters have the same meaning as set forth in the Settlement Agreement.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement, and for purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

**All individuals residing in the United States whose Personal Information was potentially impacted in the Data Incident affecting Balance Autism in March 2025, including all those who received notice of the Data Incident.**

Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members

who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

6. The Settlement was entered into in good faith following arm's length mediation and negotiations and is therefore non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. Settlement Class Members to be able to submit claims that will be evaluated by the Settlement Administrator.
- b. Defendant to pay, separate and apart from the Settlement benefits, all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks.
- c. Defendant to pay, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Award Payment

to the Class Representative.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Iowa Rules of Civil Procedure 1.261-2 set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiff's application for attorneys' fees, costs, and expenses, and the Service Award Payment to the Settlement Class Representative has been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. The Court finds that the Notice, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Iowa Rules of Civil Procedure, the United States Constitution, and other applicable law.

10. As of the Opt-Out deadline, [INSERT] potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in **Exhibit A** to this Final

Approval Order and Judgment. Those persons are not bound by the Settlement Agreement and this Final Approval Order and Judgment and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment.

11. [INSERT] objections were filed by Settlement Class Members.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Approval Order and Judgment and the terms of the Settlement Agreement.

15. Pursuant to the Settlement Agreement, Defendant, the Settlement Administrator, and Settlement Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

16. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

17. Pursuant to and as further described in the Settlement Agreement, Plaintiff and the

Settlement Class Members release claims as follows:

Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

“Released Claims” means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

“Released Parties” means Defendant and each and every of its predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns.

18. “Unknown Claims” means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties 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 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.

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, 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.

Each Participating Settlement Class Member, by operation of law, has acknowledged that the inclusion of unknown claims in the Release was separately bargained for and was a material element of the Settlement Agreement.

19. Neither Defendant nor its Related Parties shall have or shall be deemed to have

released, relinquished, or discharged any claim against any person other than Plaintiff and each and all of the Settlement Class Members. In addition, none of the releases in the Settlement Agreement shall preclude any action to enforce the terms of the Settlement Agreement by Plaintiff, Settlement Class Members, Settlement Class Counsel, and/or Defendant.

20. The Court grants final approval to the appointment of Plaintiff as Settlement Class Representative. The Court concludes that the Settlement Class Representative has fairly and adequately represented the Settlement Class and will continue to do so.

21. Pursuant to the Settlement Agreement, and in recognition of her efforts on behalf of the Settlement Class, the Court approves a payment to the Settlement Class Representative in the amount of \$2,500.00. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

22. The Court grants final approval to the appointment of Settlement Class Counsel. The Court concludes that Settlement Class Counsel has adequately represented the Settlement Class and will continue to do so.

23. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for attorneys' fees and litigation costs in the amount of \$125,000.00. Payment shall be made pursuant to the terms of the Settlement Agreement.

24. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for litigation

the Settlement Class or any claims that have been, or could have been, asserted in the Action. This Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, nor shall they be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Defendant, Settlement Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order and Judgment shall not be construed or admissible as an admission by Defendant that Plaintiff's claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in, all pending and future lawsuits, claims, suits, demands, petitions, causes of action, or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

25. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the

Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated *nunc pro tunc*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such an event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendant will be entitled to the return of any amounts not already incurred by the Settlement Administrator in connection with the administration of the Settlement.

26. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

27. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

28. This Order resolves all claims against all Parties in this action and is a final order.

29. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED

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Dated

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Judge