

EXHIBIT 1

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

In re AMERICAN FINANCIAL RESOURCES,) No. 2:22-cv-01757 (MCA) (JSA)
INC. DATA BREACH LITIGATION)
_____) CLASS ACTION SETTLEMENT
) AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement Agreement”), dated May 21, 2024, is made and entered into by and among the following Settling Parties (defined below),¹ by and through the parties’ counsel of record: (i) Defendant American Financial Resources, Inc. (“AFR” or “Defendant”); and (ii) Plaintiffs Dora Micah, Sharon Styles, Matthew Stuart, and Anthony A. Olivia, Ph.D., both individually and on behalf of the Settlement Class (collectively, “Plaintiffs”), in the case of *In re American Financial Resources, Inc. Data Breach Litig.*, No. 2:22-cv-01757 (MCA) (JSA) (D.N.J.). AFR and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as the “Parties.” The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (defined below), upon and subject to the terms and conditions thereof.

I. RECITAL: THE LITIGATION

The first case stemming from the Incident was filed on March 29, 2022. Soon after, other plaintiffs filed other, related class action lawsuits, which the Court consolidated.

On July 8, 2022, Plaintiffs filed their Consolidated Class Action Complaint, asserting claims for negligence, negligence *per se*, unjust enrichment, breach of confidence, invasion of privacy (intrusion upon selection), breach of implied contract, and violations of the New Jersey Consumer Fraud Act (“NJCFRA”), the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), the Maryland Consumer Protection Act (“MCPA”), the Maryland Personal Information Protection Act (“MPIPA”), and the Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”). ECF 20. On August 22, 2022, AFR filed a motion to dismiss under Rules 12(b)(1) and 12(b)(6) of the Federal Rules of Civil Procedure (ECF 29), which the Court granted in part and denied in part on March 29, 2023. ECF 40.

¹ All capitalized terms shall have the meaning set forth in the Definitions section below.

On April 28, 2023, Plaintiffs filed the operative First Amended Consolidated Class Action Complaint (the “Complaint”). ECF 46. AFR moved for a partial dismissal of the Complaint under Rules 12(b)(1) and 12(b)(6) (ECF 50), and on January 31, 2024, the Court issued a Letter Order denying AFR’s motion to dismiss under Rule 12(b)(1) and granting AFR’s motion to dismiss under Rule 12(b)(6) as to Plaintiffs’ MCPA, ICFA, and NJCFA claims. *See* ECF 64. The remaining claims of the Complaint after this decision consist of negligence, negligence *per se*, breach of implied contract, and unjust enrichment.

Discovery, including rolling document productions from both Parties over several months, occurred from June 2023 to February 2024, and searches for and collections of electronically stored information by Defendant and Plaintiffs. Additionally, Plaintiffs have served numerous subpoenas for documents on third parties who contracted with AFR in connection with their information security and the Incident, and documents from those entities have been produced to both Parties.

The Parties engaged in mediation early on February 15, 2023, with the Honorable Faith S. Hochberg (ret.). While the Parties were unable to reach agreement during this first mediation, they engaged in a second mediation on February 16, 2024, with the Honorable Diane Welsh (ret.) and were able to reach an agreement in principle on the settlement of this matter.

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

II. RECITAL: PLAINTIFFS’ CLAIMS AND BENEFITS OF SETTLING

Plaintiffs believe the claims asserted in the Litigation, as set forth in the Complaint, have merit. Plaintiffs and Co-Lead Counsel (defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against AFR

through continued motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Co-Lead Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. RECITAL: DENIAL OF WRONGDOING AND LIABILITY

AFR denies each and all of the claims and contentions alleged against it in the Litigation. AFR denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, AFR has concluded that further litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. AFR has considered the uncertainty and risks inherent in any litigation. AFR has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. SETTLEMENT TERMS & DEFINITIONS

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Co-Lead Counsel, and AFR that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class, except those members of the Settlement Class who timely opt-out of the settlement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

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

1.1 “**Action**” or “**Litigation**” means *In re American Financial Resources, Inc. Data Breach Litig.*, No. 2:22-cv-01757 (MCA) (JSA) (D.N.J.), including all consolidated claims therein.

1.2 “**AFR’s Counsel**” means Baker & Hostetler LLP.

1.3 “**Agreement**” or “**Settlement Agreement**” means this agreement, exhibits, and the settlement embodied herein.

1.4 “**Claim**” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.5 “**Claim Form**” means the claim form to be used by Settlement Class Members to submit a Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in Exhibit A attached hereto.

1.6 “**Claims Deadline**” means the postmark and/or online submission deadline for Valid Claims submitted pursuant to ¶¶2.1 and 2.2.

1.7 “**Co-Lead Counsel**” means Carella, Byrne, Cecchi, Brody & Agnello, P.C. and Robbins Geller Rudman & Dowd LLP.

1.8 “**Common Fund**” means a non-reversionary common fund to be funded by AFR in the amount of \$2,500,000.

1.9 “**Common Fund Benefit**” means an automatic *pro rata* payment will be made to all Settlement Class Members who submit a timely and valid Claim Form.

1.10 “**Court**” means the United States District Court for the District of New Jersey.

1.11 “**Dispute Resolution**” means the process for resolving disputed Claims as set forth in this Settlement Agreement.

1.12 “**Effective Date**” means the first date by which all of the events and conditions specified in ¶11.1 herein have occurred and been met.

1.13 “**Escrow Account**” means the segregated escrow account maintained by the Escrow Agents into which AFR shall pay \$2,500,000 for the Common Fund Benefit.

1.14 “**Escrow Agents**” means Carella, Byrne, Cecchi, Brody & Agnello, P.C. and Robbins Geller Rudman & Dowd LLP.

1.15 “**Final**” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.16 “**Incident**” means the cybersecurity incident in December 2021 announced by AFR in the letter sent to Settlement Class Members in on or around March 2022.

1.17 “**Judgment**” means a judgment rendered by the Court.

1.18 “**Long Form Notice**” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in Exhibit C attached hereto.

1.19 “**Notice and Settlement Administration Cost**” means all costs incurred or charged by the Settlement Administrator in connection with providing notice to Settlement Class Members

and costs of administering the settlement benefits, including the Common Fund Benefit and Out-of-Pocket Loss Benefit.

1.20 “**Objection Date**” means the date by which Settlement Class Member objections must be received by both Co-Lead Counsel and AFR’s Counsel, or in the alternative, filed with the Court.

1.21 “**Opt-Out Date**” means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.22 “**Out-of-Pocket Loss Benefit**” means the settlement benefit (as described below) available to Settlement Class Members. The Out-of-Pocket Loss Benefit will be funded by AFR in an amount not to exceed an aggregate cap of \$1,000,000. To the extent all Valid Claims for Out-of-Pocket Loss Benefits exceed \$1,000,000, those Claims will be reduced on a *pro rata* basis.

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

1.24 “**Preliminary Approval Order**” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties have proposed a timeline to incorporate into the Preliminary Approval Order as Exhibit D.

1.25 “**Related Entities**” means AFR’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions

in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Incident or who pleads *nolo contendere* to any such charge.

1.26 “**Released Claims**” shall collectively mean all claims against the Released Parties, and assigns, arising out of or relating to the Incident. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.27 “**Released Parties**” means AFR and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers.

1.28 “**Settlement Administration**” means the process of disseminating the Long Form and Short Form Notices and the processing and payment of Claims received from Settlement Class Members by the Settlement Administrator.

1.29 “**Settlement Administrator**” means Epiq Global.

1.30 “**Settlement Class**” means all persons whose Personally Identifiable Information (“PII”) was maintained on AFR’s system that was allegedly accessed during the Incident in December 2021, and who were sent a notice of the Incident in or around March 2022. The Settlement Class specifically excludes: (i) AFR and its respective officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge and/or Magistrate assigned to evaluate the fairness of this settlement; 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 Incident or who pleads *nolo contendere* to any such charge.

1.31 “**Settlement Class Member(s)**” means all Persons meeting the definition of the Settlement Class.

1.32 “**Settlement Website**” means a website, the URL for which to be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates, and deadlines and related information, as well as provide Settlement Class Members with the ability to submit a Claim online.

1.33 “**Settling Parties**” means, collectively, AFR and Plaintiffs, individually and on behalf of the Settlement Class, and all Released Parties.

1.34 “**Short Form Notice**” means the short form notice of the proposed class action settlement, substantially in the form as shown in Exhibit B attached hereto. The Short Form Notice will direct recipients to the Settlement Website and inform Settlement Class Members of, among other things, the Claims Deadline, the Opt-Out and Objection Dates, and the date of the Final Fairness Hearing.

1.35 “**Unknown Claims**” means any of the Released Claims that Plaintiffs do not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have waived the provisions, rights, and benefits conferred by California Civil Code §1542 (or any similar comparable, or equivalent provision of any federal, state or foreign law, or principle of common law which is similar, comparable, or equivalent to California Civil Code §1542), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Settling Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.36 “**Valid Claims**” means Claims in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Structure

2.1 Common Fund

(a) Defendant will fund a non-reversionary Common Fund of \$2,500,000 for the benefit of Settlement Class Members from which Settlement Class Members who submit a timely and valid Claim Form will receive an automatic *pro rata* payment (“Settlement Class Member Payment”). Any interest on or other income or gains earned while the Common Fund amount is held in the Escrow Account shall be used to fund the relief to Settlement Class Members. Settlement Class Members shall have the opportunity to submit a Claim for Common Fund Benefit on or before the Claims Deadline. All attorneys’ fees, expenses, and charges awarded to Co-Lead Counsel and any service award to Plaintiffs shall be paid from the Common Fund.

(b) *Pro-Rata* Cash Payment: Settlement Class Members may submit a Claim for a cash payment. The Settlement Administrator will make *pro rata* settlement payments based on the total amount of Valid Claims submitted before the Claims Deadline and the amount of money

remaining in the Common Fund after a reduction for attorneys' fees and expenses and service awards to Plaintiffs as approved by the Court.

(c) Claims Deadline: Settlement Class Members seeking payment under ¶¶2.1 or 2.2 must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before the deadline set forth in the Long Form and Short Form Notices.

2.2 Out-of-Pocket Loss Benefits

(a) Settlement Class Members shall have the opportunity to submit a Claim for Out-of-Pocket Loss Benefits on or before the Claims Deadline. The Out-of-Pocket Loss Benefits available to Settlement Class Members, as described below, up to a maximum of \$7,500 per person and subject to an aggregate cap of \$1,000,000, are documented, unreimbursed out-of-pocket costs or expenditures incurred by the Settlement Class Member that are fairly traceable to the Incident.

(b) Out-of-Pocket Loss Benefit Claims include, for example and without limitation, unreimbursed losses related to the following: (i) costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud or other misuse of a Settlement Class Member's PII after December 20, 2021; (ii) costs incurred on or after December 20, 2021, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (iii) miscellaneous expenses such as notary, postage, copying, mileage, and other charges; and (iv) charges for credit monitoring or other mitigative expenditures incurred on or after December 20, 2021, through March 1, 2024. Settlement Class Members with Out-of-Pocket Losses must submit documentation and attestation supporting their Claims. This may 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 may be considered to add clarity or support to other submitted documentation. Out-of-Pocket Losses must

include an attestation that the monetary losses are fairly traceable to the Incident and were not incurred due to some other event or reason.

(c) To the extent Valid Claims for Out-of-Pocket Losses exceed \$1,000,000 collectively for Settlement Class Members, those claims will be reduced on a *pro rata* basis. In no event shall the aggregate Out-of-Pocket Loss Benefits exceed \$1,000,000.

2.3 Credit Monitoring Benefits. Defendant AFR will provide, on a wholly claims-made basis, credit monitoring benefits to Settlement Class Members who elect to enroll in the credit monitoring service. The Credit Monitoring Benefits will provide one year of one bureau credit monitoring with up to \$1 million in identity theft insurance, the same or substantially similar to CyEx's Identity Defense Complete product. Settlement Class Members who submit Claims for a Common Fund Benefit and/or Out-of-Pocket Loss Benefit, or submit no claims for monetary relief at all, may elect the Credit Monitoring Benefit.

2.4 Claims Process

(a) Settlement Class Members can submit Claims for a period of 60 days after the commencement of the notice program. Claims will not be accepted after the expiration of the 60-day period after the commencement of the notice program. Settlement Class Members who print and mail Claim Forms must have them postmarked before the expiration of the 60-day period.

(b) The validity of each Claim and, for Out-of-Pocket Losses, the sufficiency of the supporting documentation for each Claim shall be adjudicated by the Settlement Administrator and, if necessary, the Court. To the extent necessary, the Settlement Administrator shall consult with Co-Lead Counsel to assist with adjudicating any disputed individual Claim or Claims made for the Common Fund Benefit. For any questions or issues that arise with the Out-of-Pocket Loss Benefit or Credit Monitoring Benefit, the Settlement Administrator shall consult with both Co-Lead Counsel

and AFR's Counsel. Defendant shall have no involvement with the adjudication of Claims in the Common Fund Benefit and will not be liable for any disputes arising out of the distribution of those funds.

(c) The claims process will, at a minimum, include an online "check-the-box" claim form at the Settlement Website URL. In order to make a Claim for the Common Fund Benefit, Settlement Class Members must simply identify themselves as Settlement Class Members (which such identification will be validated by the list Defendant provides to the Settlement Administrator), provide their personal contact information and other such information as is necessary to receive a Settlement Class Member Payment, and electronically "sign" an acknowledgment that they are a Settlement Class Member. In order to make a Claim for an Out-of-Pocket Loss Benefit, the Settlement Class Member will have an option to upload supporting documentation and must electronically "sign" an attestation, under penalty of perjury, that their Claim for and supporting documentation concerning Out-of-Pocket Losses is true and correct.

(d) The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the Out-of-Pocket Loss Benefit Claims described above; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Incident (collectively, "Facially Valid"). The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Loss Benefit Claims reflect valid Out-of-Pocket Losses actually incurred that are fairly traceable to the Incident but may consult with Co-Lead Counsel and AFR's Counsel in making individual determinations. Out-of-Pocket Losses will be presumed "fairly

traceable” if: (i) the timing of the losses occurred on or after December 20, 2021; and (ii) the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to AFR prior to the Incident. The Settlement Administrator is authorized to contact any Settlement Class Member to seek clarification regarding a submitted Claim prior to making a determination as to its validity. Out-of-Pocket Losses are not eligible for reimbursement to the extent a Settlement Class Member has already been reimbursed for the same expense by any other source, including any compensation provided in connection with the credit monitoring product previously offered by AFR.

(e) To the extent the Settlement Administrator determines a Claim for an Out-of-Pocket Loss Benefit is deficient in whole or in part, within a reasonable time of making such a determination, but no later than 14 days after the Claims Deadline, the Settlement Administrator is authorized to contact the Settlement Class Member via telephone or e-mail in an attempt to informally resolve the deficiency prior to sending a formal deficiency notice. If the deficiency is not resolved in this manner, the Settlement Administrator shall formally notify the Settlement Class Member of the deficiencies and give the Settlement Class Member 21 days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail.

(f) If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within 10 days of the determination that the deficiencies have not been cured. The Settlement Administrator may consult with counsel for both Parties prior to making such determinations. The notice shall inform the Settlement Class Member of his or her right to dispute in writing the deficiency determination and of

his or her right to request an appeal of this determination within 30 days of the deficiency determination.

(g) If a Settlement Class Member disputes in writing a determination and requests an appeal, the Settlement Administrator shall provide Co-Lead Counsel and AFR's Counsel a copy of the Settlement Class Member's dispute and his or her Claim Form along with all documentation or other information submitted by the Settlement Class Member. Co-Lead Counsel and AFR's Counsel shall confer in good faith regarding the Claim submission, and their agreement on approval or denial of the Settlement Class Member's Claim, in whole or in part, will be final.

2.5 Business Practices. AFR agrees to delete the PII of any Settlement Class Member in its system to the extent allowable under all applicable state and federal laws or regulations. Within ninety (90) days of the Effective Date, AFR's Counsel shall serve on Co-Lead Counsel an affidavit or sworn declaration, from an employee of AFR with the ability to legally bind AFR, attesting that AFR has deleted and/or made non-accessible such PII of Settlement Class Members to the extent allowable under state and/or federal laws or regulations.

3. Notice and Settlement Administration

3.1 All Notice and Settlement Administration Costs, including, without limitation, the fees and expenses of the Settlement Administrator, shall be paid by AFR directly to the Settlement Administrator.

3.2 Within 14 days after entry of an order directing class notice, Defendant will provide to the Settlement Administrator a class list that includes the Settlement Class Members' full names and known mailing addresses and, to the extent practicable, email addresses. The Parties agree that to the extent Defendant has email addresses for the Settlement Class Members, email notice is the best notice practicable under the circumstances under Fed. R. Civ. P. 23(c)(2)(B).

3.3 The Settlement Administrator will be responsible for administering all aspects of the Settlement Agreement. At least one of Plaintiffs' counsel shall be included on all substantive communications with the Settlement Administrator concerning the form and content of notice to the Settlement Class and decisions regarding claims administration, whether written or oral.

4. Opt-Out Procedures

4.1 Each Settlement Class Member wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest the Settlement Class Member's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than 21 days before the Final Fairness Hearing.

4.2 All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in ¶4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in ¶4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that within 5 days after the Settlement Administrator delivers a list of timely and valid Opt-Outs that exceeds the number set forth in the Parties' Supplemental Agreement (as set forth in ¶11.3), AFR may, by notifying Co-Lead Counsel and the Court in writing within 14 days of receiving the Settlement Administrator's list, void this Settlement Agreement. If AFR voids the Settlement Agreement pursuant to this paragraph, AFR shall be obligated to pay all settlement expenses already incurred by the Settlement Administrator.

5. Objection Procedure

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and email address; (ii) the case name and docket number: *In re American Financial Resources, Inc. Data Breach Litig.*, No. 2:22-cv-01757 (MCA) (JSA) (D.N.J.); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iv) a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) the identity of all class action cases in which the objector or his or her counsel has objected; (vii) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (viii) the objector's signature. To be timely, written notice of an objection in the appropriate form must be received, no later than 21 days before the Final Fairness Hearing, by Co-Lead Counsel, Stuart A. Davidson, Robbins Geller Rudman & Dowd LLP, 225 NE Mizner Boulevard, Suite 720, Boca Raton, Florida 33432; James E. Cecchi, Carella, Byrne, Cecchi, Brody & Agnello, P.C., 5 Becker Farm Road, Roseland, New Jersey 07068 and AFR's Counsel, Eric R. Fish, Baker & Hostetler LLP, 45 Rockefeller Plaza, New York, New York 10111. The objector or his or her counsel may also file their objection with the Court through the Court's ECF system, with service on Co-Lead Counsel and AFR's Counsel, to be made through the ECF system. For all objections mailed to Co-Lead Counsel and AFR's Counsel, Co-Lead Counsel will file them with the Court as an exhibit to Plaintiffs' motion for final approval.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶5.1 shall waive and forfeit any and all rights he or she may have to appear separately

and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

6. Settlement Class Certification

6.1 The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class under Fed. R. Civ. P. 23(b)(3). If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

7. Releases

7.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any

recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

7.2 Upon the Effective Date, AFR shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiffs, each and all of the Settlement Class Members, and Co-Lead Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation, except for enforcement of the Settlement Agreement. Any other claims or defenses AFR may have against such Persons including, without limitation, any claims based upon or arising out of any contractual, employment, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation are specifically preserved and shall not be affected by the preceding sentence.

7.3 Notwithstanding any term herein, neither AFR nor its Released Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiffs, each and all of the Settlement Class Members, and Co-Lead Counsel.

8. Co-Lead Counsel's Attorneys' Fees and Expenses and Service Award Payments to Plaintiffs

8.1 The Parties have agreed that, as part of the Settlement, the Court shall determine the amount of any award of attorneys' fees and expenses.

8.2 Co-Lead Counsel shall submit a motion to the Court requesting an award of attorneys' fees and expenses, plus accrued interest thereon, no later than 35 days before the Final Fairness Hearing (14 days before the Objection and Opt-Out Dates).

8.3 Any attorneys' fees and expenses awarded by the Court shall be paid to Co-Lead Counsel within five (5) calendar days of Defendant AFR's funding of the Escrow Account for the

Common Fund Benefit, notwithstanding the existence of any timely-filed objections thereto, or potential for appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Plaintiffs' counsel's several obligation to make appropriate refunds or repayments to the Escrow Account plus interest earned thereon, if, and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or expense award is lowered or the settlement disapproved by a final order not subject to further review. Any attorneys' fees or expenses awarded by the Court shall be paid from the Escrow Account for the Common Fund Benefit.

8.4 Co-Lead Counsel may allocate such fees to Plaintiffs' counsel subject to each Plaintiffs' counsel's (including their respective partners, shareholders and/or firms) several obligation to repay those amounts to the Common Fund plus accrued interest earned on such fees and expenses, if and when, whether as a result of any appeal and/or further proceedings on remand, or successful collateral attack or otherwise, the fee or expense award is reduced or reversed or return of the Common Fund is required. In such event, Plaintiffs' counsel shall refund to the Common Fund the fee and expense award paid to them, along with interest, as described above, in an amount consistent with such reversal or modification. Furthermore, all Plaintiffs' counsel (including their respective partners, shareholders and/or firms) agree that they remain subject to the continuing jurisdiction of the Court for the purpose of enforcing their obligation to repay required attorneys' fees and expenses to the Common Fund as provided in this paragraph.

8.5 Plaintiffs may move the Court for service award payments in an amount Co-Lead Counsel determine is reasonable under the circumstances in light of Plaintiffs' institution, prosecution, and substantial participation in discovery in the Action to be paid from the Escrow Account for the Common Fund Benefit. If the Court awards less than Plaintiffs' request in service

awards or attorneys' fees and expenses, the difference will remain in the Common Fund Benefit Escrow Account to be used for the benefit of the Settlement Class Members. Service awards ordered by the Court shall be paid within twenty (20) calendar days of the Effective Date of the Settlement.

9. Preliminary Approval Order

9.1 Co-Lead Counsel will file a motion for preliminary approval of the settlement with the Court, attaching as an exhibit this Settlement Agreement and requesting entry of a proposed Preliminary Approval Order, including the timeline provided in Exhibit D, requesting, *inter alia*:

- (a) certification of the Settlement Class for settlement purposes only pursuant to ¶6.1;
- (b) preliminary approval of the Settlement Agreement as set forth herein;
- (c) appointment of Co-Lead Counsel as Settlement Class Counsel;
- (d) appointment of Plaintiffs as Settlement Class Representatives;
- (e) approval of the Short Form Notice to be emailed, or mailed where no email is available, to Settlement Class Members in a form substantially similar to the one attached as Exhibit B to this Settlement Agreement;
- (f) approval of the Long Form Notice to be posted on the Settlement Website in a form substantially similar to the one attached as Exhibit C to this Settlement Agreement, which, together with the Short Form Notice, shall include a fair summary of the Parties' respective positions, statements that the Settlement Class Members are entitled to benefits under the settlement, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, instructions for making Claims to the extent contemplated herein, and the date, time, and place of the Final Fairness Hearing;

(g) approval of the Claim Form to be used by Settlement Class Members to make a Claim in a form substantially similar to the one attached as Exhibit A to this Settlement Agreement; and

(h) appointment of Epiq Global as the Settlement Administrator.

9.2 Non-substantive revisions to the Short Form Notice, Long Form Notice, and Claim Form may be made prior to dissemination of notice by the mutual agreement of the parties.

10. Settlement Administration and Settlement Class Notice

10.1 Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

(a) Settlement Class Member Information: No later than 14 days after entry of the Preliminary Approval Order, AFR shall provide the Settlement Administrator with the name and last known physical address of each Settlement Class Member (collectively, “Settlement Class Member Information”) that AFR possesses and email addresses AFR can locate in its possession;

(b) The Settlement Class Member Information and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement or provide data and/or information in its possession to the Settling Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Settlement Class Member Information;

(c) Settlement Website: Prior to the dissemination of notice, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, applicable dates and deadlines, and related information. The Settlement Website shall include, in .pdf format and available for download, the

following: (i) the Short Form Notice; (ii) the Long Form Notice; (iii) the Claim Form; (iv) the Preliminary Approval Order; (v) this Settlement Agreement; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form electronically. The Settlement Website shall remain available for at least 120 days after the Effective Date;

(d) Short Form Notice: Within 45 days after the entry of the Preliminary Approval Order (“Notice Date”), and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator will provide the Short Form Notice to the Settlement Class via email, or via mail where no email address is available in AFR’s possession. Before any emailing, or mailing, under this paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;

(e) In the event that a Short Form Notice is returned to the Settlement Administrator, either by bounce back of the email or by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Form Notice to the forwarding address within a reasonable period of time after receiving the returned Short Form Notice;

(f) In the event that subsequent to the first emailing or mailing of a Short Form Notice, and at least 14 days prior to the Opt-Out Date and Objection Date, a Short Form Notice is returned to the Settlement Administrator by bounce back of the email or by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort

to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Form Notice within seven days of receiving such information. This shall be the final requirement for mailing;

(g) Publishing, on or before the Notice Date, the Claim Form, Long Form Notice and this Settlement Agreement on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;

(h) A toll-free help line with an IVR system and live agents shall be made available to provide Settlement Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the Long Form Notice and paper Claim Form, as well as this Settlement Agreement, upon request; and

(i) Contemporaneously with seeking Final Approval of the Settlement, Co-Lead Counsel and AFR shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

10.2 The Settlement Administrator shall administer and calculate the Claims submitted by Settlement Class Members under ¶¶2.1 and 2.2. The Settlement Administrator shall provide Co-Lead Counsel and AFR's Counsel reports as to both claims and distribution and Co-Lead Counsel and AFR's Counsel have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Settlement Administrator's determination of whether a Claim is a Valid Claim shall be binding, subject to the Dispute Resolution process set forth in ¶2.4. All Claims agreed to be paid in full by AFR shall be deemed valid.

10.3 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within 30 days of the Effective Date. Payment of Valid Claims made electronically may be made via Zelle, PayPal, or Venmo.

10.4 All Settlement Class Members who fail to timely submit a Claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Judgment.

10.5 No Person shall have any claim against the Settlement Administrator, AFR, Co-Lead Counsel, Plaintiffs, and/or AFR's Counsel based on distributions of benefits to Settlement Class Members as provided for herein.

10.6 Establishment of Common Fund. Within 15 days of the Judgment, AFR shall deposit the sum of \$2,500,000 into the Escrow Account for the Common Fund.

10.7 Non-Reversionary. The Common Fund is non-reversionary. As of the Effective Date, all rights of AFR in or to the Common Fund Benefit shall be extinguished, except in the event this Settlement Agreement is terminated or if approval is reversed on appeal, as described in §11.

10.8 Qualified Settlement Fund. The Parties agree that the Escrow Account containing the Common Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation §1.468B-1, and that the Escrow Agents shall invest the Common Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backed by the full faith and credit of the United

States Government. AFR and AFR's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Escrow Agents. All risks related to the investment of the Common Fund shall be borne solely by the Common Fund. Further, the Escrow Agents, within the meaning of Treasury Regulation §1.468B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Common Fund and paying from the Common Fund any taxes and tax-related expenses owed with respect to the Common Fund. The Parties agree that the Common Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Common Fund as a qualified settlement fund from the earliest date possible. The Settlement Administrator shall provide an accounting of any and all funds in the Common Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

10.9 Custody of Common Fund. The Common Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Common Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Common Fund in the event this Settlement Agreement is terminated in accordance with ¶11.2.

10.10 Use of the Common Fund. As further described in this Agreement, the Common Fund shall be used by the Escrow Agents to pay for the following: (i) taxes and tax-related expenses, (ii) any award to Co-Lead Counsel for attorneys' fees, expenses and charges and any service award to Plaintiffs, (iii) Valid Claim(s) by Settlement Class Members for Common Fund Benefits. Following payment of all of the above expenses, and subject to approval by the Court, any residual amount remaining in the Common Fund shall be paid to the New Jersey Bar Foundation. No

amounts may be withdrawn from the Common Fund unless expressly authorized by this Agreement or approved by the Court.

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

11. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

11.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

(a) the Court has entered the Preliminary Approval Order and publishing of notice of a Final Fairness Hearing, as required by ¶9.1;

(b) AFR has not exercised its option to terminate the Settlement Agreement pursuant to ¶4.3;

(c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and

(d) the Judgment has become Final and no longer subject to appeal, as defined in ¶1.15.

11.2 If all conditions specified in ¶11.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶11.4 unless Co-Lead Counsel and AFR's Counsel mutually agree in writing to proceed with the Settlement Agreement.

11.3 Within seven days after the Opt-Out Date, the Settlement Administrator shall furnish to Co-Lead Counsel and to AFR's Counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List"). In addition to the grounds set forth in ¶11.4 below, AFR shall have the option to terminate the Settlement in the event that Settlement Class Members who have timely and validly requested exclusion from the Settlement Class meet the conditions set forth in the Parties' confidential supplemental agreement (the "Supplemental Agreement"), in accordance with the terms of that agreement. The Supplemental Agreement, which is being executed concurrently herewith, shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein, to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless and until the Court otherwise directs or a dispute arises between Co-Lead Counsel and AFR's Counsel concerning its interpretation or application. If submission of the Supplemental Agreement is ordered by the Court, the Settling Parties agree to file the Supplemental Agreement under seal in accordance with the Court's procedures, and subject to Court approval, and to jointly request that the Court afford it confidential treatment in accordance with the practices of the Court so as to preserve the confidentiality of the Supplemental Agreement.

11.4 In the event that the Settlement Agreement or the releases set forth in ¶¶7.1, 7.2, and 7.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective

positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees and expenses shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, AFR shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

11.5 Defendant shall warrant and represent as to itself only, that it is not "insolvent" within the meaning of 11 U.S.C. §101(32) as of the time the Settlement Agreement is executed and, if applicable, as of the time the payment of the Common Fund Benefit is actually transferred or made as reflected in the Settlement Agreement. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Common Fund Benefit, or any portion thereof, by or on behalf of Defendant to be a preference, voidable transfer, fraudulent transfer, or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Escrow Account by or on behalf of any other person or entity, then, at the election of Co-Lead Counsel, the settlement may be terminated and the releases given and the

judgment entered in favor of Defendant pursuant to the settlement shall be null and void and Plaintiffs may proceed in the Action as if the settlement were never entered into.

12. Miscellaneous Provisions

12.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

12.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Parties agree that throughout the course of the litigation, all Parties and their counsel complied with the provisions of Federal Rule of Civil Procedure 11 and that the Action is being settled voluntarily by the Parties after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

12.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file

the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

12.5 This Agreement contains the entire understanding between AFR and Plaintiffs regarding settlement of the Litigation and supersedes all previous negotiations, agreements, commitments, understandings, and writings between AFR and Plaintiffs in connection with settlement of the Litigation. Except as otherwise provided herein, each party shall bear its own costs.

12.6 Co-Lead Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

12.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

12.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

12.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

12.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

12.11 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

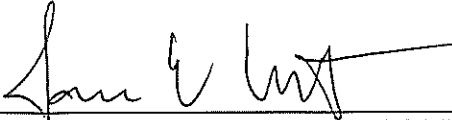
12.12 All dollar amounts are in United States dollars (USD).

12.13 Cashing a settlement check, or accepting an electronic payment, is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void 90 days after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until 180 days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and AFR shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶2.1 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than 180 days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

12.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

Dated: May 21, 2024

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AGNELLO, P.C.
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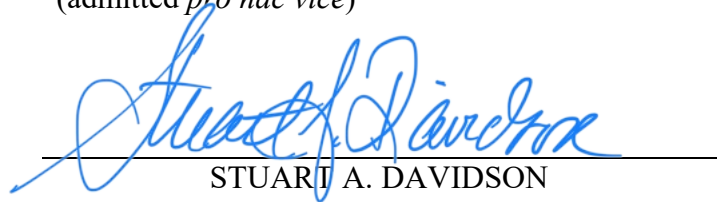
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Plaintiffs' Co-Lead Counsel

Dated: May 21, 2024

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EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

In re AMERICAN FINANCIAL RESOURCES,) No. 2:22-cv-01757 (MCA) (JSA)
INC. DATA BREACH LITIGATION)
_____) CLAIM FORM

EXHIBIT A

GENERAL INSTRUCTIONS

If you received Notice of this Settlement, the Settlement Administrator has identified you as a Settlement Class Member who received notice that your Personally Identifiable Information may have been impacted in the cybersecurity incident experienced by American Financial Resources, Inc. (“AFR”) in December 2021 (the “Incident”).

The easiest way to submit a Claim is online at www.XXXX.com or you can complete and mail this Claim Form to the mailing address below.

Epiq Global
Settlement Administrator
PO Box 4418
Portland, OR 97208-4418

To receive any or all of the below-described benefits, you must submit the Claim Form below by <<DATE>>.

You may submit a Claim for the following benefits:

1. Common Fund Benefit: AFR has established a non-reversionary common fund of \$2,500,000 for the benefit of Settlement Class Members (“Common Fund”). All attorneys’ fees and expenses awarded to Co-Lead Counsel shall be paid from the Common Fund, as well as all taxes and tax-related expenses and any other Court-ordered deductions. The remainder shall be paid to all Settlement Class Members who submit a timely and Valid Claim.

2. Out-of-Pocket Loss Benefit: You may also be eligible for a cash payment for certain documented Out-of-Pocket Losses, not to exceed \$7,500 per Settlement Class Member, and up to \$1,000,000 in the aggregate for all Settlement Class Members, for timely and Valid Claims for monetary losses that were incurred as a result of the Incident. You must submit documentation demonstrating actual, unreimbursed monetary losses and attest that your monetary losses are fairly traceable to the Incident and were not incurred due to some other event or reason.

3. Credit Monitoring Benefit: AFR will provide a credit monitoring benefit to Settlement Class Members who elect to enroll in the credit monitoring service, including one year of one-bureau credit monitoring with up to \$1 million in identity theft insurance. If you elect to enroll in this benefit, you will receive a separate email following the Effective Date of the settlement providing instructions on how to activate this service.

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

Please note: the Settlement Administrator may contact you to request additional documentation to process your Claim. For more information and complete instructions, please visit www.XXXX.com.

Settlement benefits will be distributed only after the settlement is approved by the Court.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement 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. COMMON FUND BENEFIT – PROOF OF SETTLEMENT CLASS MEMBERSHIP

Check this box to certify that you were notified of the Incident.

Enter the Notice ID Number provided on your Email or Postcard Notice. If you lost or do not know your Notice ID, you may contact the Settlement Administrator at [insert email address].

Notice ID Number

III. OUT-OF-POCKET LOSS BENEFIT – IDENTIFICATION OF LOSSES

All Settlement Class Members may submit a Claim for reimbursement of the following *documented* Out-of-Pocket Losses, not to exceed \$7,500 per Settlement Class Member, and up to \$1,000,000 in the aggregate, that were incurred as a result of the Incident:

| Cost Type | Approximate Date of Loss | Amount of Loss |
|---|---------------------------|----------------|
| <input type="radio"/> Out-of-Pocket Losses incurred as a result of the Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage or gasoline for local travel. | _____ (month/day/year) | \$ _____ |

Non-exhaustive examples of supporting third-party documentation include receipts and bank or telephone records, but may not be self-created or self-prepared documents. You may make a Claim

for any documented Out-of-Pocket Losses that you believe are reasonably related and fairly traceable to the Incident and not incurred due to some other event or reason.

| Cost Type | Approximate Date of Loss | Amount of Loss |
|--|---------------------------|----------------|
| <input type="radio"/> Fees for credit reports, credit monitoring, or other identity theft insurance products purchased between December 20, 2021 and March 1, 2024 that you attest under penalty of perjury were caused or otherwise incurred as a result of the Incident. | _____ (month/day/year) | \$ _____ |

Non-exhaustive examples of supporting documentation include receipts or account statements reflecting purchases made for Credit Monitoring or Identity Theft Insurance Services.

| Cost Type | Approximate Date of Loss | Amount of Loss |
|---|---------------------------|----------------|
| <input type="radio"/> Reimbursement for proven monetary loss, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services incurred as a result of the Incident. | _____ (month/day/year) | \$ _____ |

Non-exhaustive examples of supporting third-party documentation include statements reflecting payments made for professional fees/services after the Incident.

YOU MUST SUBMIT DOCUMENTATION OF YOUR OUT-OF-POCKET LOSSES

I attest and affirm to the best of my knowledge and belief that any claimed expenses were incurred as a result of the Incident and were not incurred due to some other event or reason.

IV. CREDIT MONITORING BENEFIT

Check this box if you would like to enroll in the credit monitoring service with up to \$1 million in identity theft insurance.

V. PAYMENT SELECTION

Please select *one* of the following payment options, which will be used should you be eligible to receive a settlement payment under the Common Fund Benefit and/or the Out-of-Pocket Loss Benefit:

PayPal – Enter your PayPal email address: _____

Venmo – Enter the mobile number associated with your Venmo account:

- Zelle** – Enter the mobile number or email address associated with your Zelle account:
Mobile Number: _____ or Email address _____
- Amazon Gift Card** – Enter your Amazon account email address:

- Physical Check** – Payment will be mailed to the address provided above.

VI. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

Printed Name

Date

EXHIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

In re AMERICAN FINANCIAL RESOURCES,) No. 2:22-cv-01757 (MCA) (JSA)
INC. DATA BREACH LITIGATION)
_____) SUMMARY NOTICE

EXHIBIT B

A PROPOSED SETTLEMENT HAS BEEN REACHED IN A CLASS ACTION LAWSUIT KNOWN AS *IN RE AMERICAN FINANCIAL RESOURCES, INC. DATA BREACH LITIG.*, NO. 2:22-CV-01757 (MCA) (JSA), FILED IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

A settlement has been reached in a class action lawsuit against American Financial Resources, Inc. (“AFR”) arising out of a December 2021 cybersecurity incident involving AFR (the “Incident”). Plaintiffs allege that the Incident resulted in unauthorized access by a third party to data stored on AFR’s network, which they allege included the Personally Identifiable Information (“PII”) of AFR’s current and former customers. AFR disagrees with Plaintiffs’ claims and denies any wrongdoing.

AFR records show that you are likely a member of the Settlement Class. Under the terms of the settlement, you may submit a Claim for the following benefits:

- (1) **Common Fund Benefit:** AFR will pay \$2,500,000 into a Common Fund from which a cash payment will be issued to Settlement Class Members who submit Valid Claims, adjusted up or down depending upon the number of Claims approved;
- (2) **Out-of-Pocket Loss Benefit:** Reimbursement for up to \$7,500 per person, subject to an aggregate cap of \$1,000,000, for documented, unreimbursed Out-of-Pocket Losses that are fairly traceable to the Incident, AND
- (3) **Credit Monitoring Benefit:** One year of one credit bureau monitoring with up to \$1 million in identity theft insurance.

Co-Lead Counsel will apply to the Court for an award of attorneys’ fees not to exceed 33% of the Common Fund and for expenses in an amount not to exceed \$125,000, plus accrued interest thereon. The four Settlement Class Representatives will request that the Court award up to \$7,500 each as service awards in excess of what they are entitled to under the settlement as regular members of the Settlement Class. Service awards will be paid from the Common Fund.

If you are a Settlement Class Member and you want to receive any benefits from the settlement, you must complete and submit a Claim Form along with any required supporting information. Claim Forms can be found and completed on this website: www.XXXX.com. The deadline to submit a Claim Form is [INSERT DATE].

Settlement Class Members may also request exclusion from the settlement or object to it. Requests for exclusion must be *postmarked* no later than [INSERT DATE]. If you do not exclude yourself from the settlement, you will remain in the Settlement Class and give up the right to sue AFR, AFR’s Related Entities, or the Released Parties for the Released Claims in the settlement. Settlement Class Members who do not request exclusion can object to the settlement. Objections must be *received* no later than [INSERT DATE].

The Court will hold the Final Fairness Hearing at [INSERT TIME] on [INSERT DATE], to consider whether the proposed settlement is fair, reasonable, and adequate and should be approved. The Court will also consider Co-Lead Counsel’s request for an award of attorneys’ fees and expenses. You may attend the hearing, at your own expense, but you do not have to.

The Court has appointed the following Counsel as Co-Lead Counsel to represent the Settlement Class in this lawsuit: Stuart A. Davidson of Robbins Geller Rudman & Dowd LLP and James E. Cecchi, Carella, Byrne, Cecchi, Brody & Agnello, P.C.

This is only a summary. For additional information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, Co-Lead Counsel's Application for Attorneys' Fees and Expenses, and other documents, visit www.XXXX.com or call 877-959-9469.

EXHIBIT C

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

In re AMERICAN FINANCIAL RESOURCES,
INC. DATA BREACH LITIGATION

) No. 2:22-cv-01757 (MCA) (JSA)
)
) NOTICE OF CLASS ACTION AND
PROPOSED SETTLEMENT

EXHIBIT C

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

IF YOU WERE NOTIFIED OF A DATA INCIDENT INVOLVING AMERICAN FINANCIAL RESOURCES, INC. IN OR AROUND MARCH 2022 IN WHICH PERSONAL INFORMATION MAY HAVE BEEN EXPOSED TO UNAUTHORIZED ACTIVITY, YOU MAY BE A SETTLEMENT CLASS MEMBER 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.*

- A proposed settlement has been reached in a class action lawsuit, titled *In re American Financial Resources, Inc. Data Breach Litig.*, No. 2:22-cv-01757 (MCA) (JSA) (“Lawsuit”), filed in the United States District Court for the District of New Jersey.
- This Lawsuit arises out of a cybersecurity incident involving American Financial Resources, Inc. (“AFR”) that occurred in or around December 2021 (the “Incident”). Plaintiffs allege that the Incident resulted in unauthorized access by a third party to data stored on AFR’s network, and that this included the Personally Identifiable Information (“PII”) of AFR’s current and former loan customers and employees. AFR denies any wrongdoing.
- The Settlement Class consists of those whose PII was maintained on AFR’s system that was allegedly accessed during the Incident and who received a Notice of Data Breach in or around March 2022.
- **Settlement Class Members** may submit a Claim for the following benefits from the settlement: (1) cash payment, adjusted up or down depending upon the number of Claims approved, from the \$2,500,000 Common Fund; (2) reimbursement for up to \$7,500 per person for documented, unreimbursed Out-of-Pocket Losses that are fairly traceable to the Incident, subject to an aggregate cap of \$1,000,000; and (3) one year of one credit bureau monitoring with up to \$1 million in identity theft insurance.
- If you are a Settlement Class Member, you must submit a Claim Form to receive any benefits by [Month Day, 202_]. The easiest way to submit a Claim is online at www.XXXX.com, or you can complete and mail the Claim Form to the mailing address of the Settlement Administrator.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.
- The Court in charge of this case must still decide whether to give final approval of the settlement, including Co-Lead Counsel’s request for an award of attorneys’ fees and expenses. No settlement benefits will be provided until the Court approves the settlement and it becomes final.

| YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT | |
|---|--|
| Submit a Claim Form | You must submit a valid Claim Form to receive settlement benefits. A Claim Form must be submitted online by [INSERT DATE] or, if mailed, postmarked no later than [INSERT DATE]. |
| Do Nothing | If you do nothing, you remain in the settlement. You give up your rights to sue and you will not get any money. |
| Exclude Yourself | Get out of the settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue about the claims in this Lawsuit. You will not receive any settlement benefits from the settlement. Your request to exclude yourself must be postmarked no later than [INSERT DATE]. |
| File an Objection | Stay in the settlement but tell the Court why you think the settlement or Co-Lead Counsel's request for an award of attorneys' fees and/or expenses should not be approved. Objections must be received, not merely postmarked, by [INSERT DATE]. You will still be bound by the settlement if the Court approves it. |
| Go to a Hearing | You can ask to speak in Court about the fairness of the settlement, at your own expense. <i>See</i> Question 20 for more details. The Final Fairness Hearing is scheduled for [INSERT DATE AND TIME]. |

WHAT THIS NOTICE CONTAINS

Basic Information..... Pages __-__

- 1. Why is this Notice being provided?
- 2. What is this case about?
- 3. What is a class action lawsuit?
- 4. How do I know if I am affected by the Lawsuit and settlement?
- 5. Why is there a settlement?
- 6. How do I know if I am included in the settlement?

The Settlement Benefits..... Pages __-__

- 7. What does this settlement provide?
- 8. How to submit a Claim?
- 9. What am I giving up as part of the settlement?
- 10. Will the Settlement Class Representatives receive additional compensation?

Exclude Yourself..... Page __

- 11. How do I exclude myself from the settlement?
- 12. If I do not exclude myself, can I sue Defendant or the Released Parties later?
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The Lawyers Representing You Page __-__

- 14. Do I have a lawyer in the case?
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Objecting to the Settlement..... Pages __-__

- 16. How do I tell the Court that I do not like the settlement?
- 17. What is the difference between objecting and asking to be excluded?

The Final Fairness Hearing..... Pages __-__

- 18. When and where will the Court decide whether to approve the settlement?
- 19. Do I have to come to the hearing?
- 20. May I speak at the hearing?

Do Nothing..... Page __

- 21. What happens if I do nothing?

Get More Information..... Page __

- 22. How do I get more information about the settlement?

BASIC INFORMATION

1. Why is this Notice being provided?

A Federal Court authorized this Notice because you have the right to know about the proposed settlement of this class action lawsuit and about your rights and options before the Court decides whether to grant final approval of the settlement. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

This case is known as *In re American Financial Resources, Inc. Data Breach Litig.*, No. 2:22-cv-01757 (MCA) (JSA), filed in the United States District Court for the District of New Jersey. The District Judge is the Honorable Madeline Cox Arleo and the Magistrate Judge is the Honorable Jessica S. Allen. The persons who sued are called the “Plaintiffs” and the company they sued, American Financial Resources, Inc. (“AFR”), is known as the “Defendant” in this case.

2. What is this case about?

Plaintiffs filed a lawsuit against Defendant AFR, individually, and on behalf of anyone whose Personally Identifiable Information (“PII”) was potentially impacted as a result of the Incident. This Lawsuit arises from a cybersecurity incident occurring in or around December 2021.

Plaintiffs allege that as a result of the Incident, the cybercriminals gained access to Plaintiffs’ and the Settlement Class Members’ PII.

After AFR investigated the Incident, those persons whose PII may have been impacted by the Incident were notified by letter on or about March 2022. Subsequently, this Lawsuit and others ultimately consolidated with this Lawsuit were filed asserting claims against Defendant relating to the Incident.

AFR denies any wrongdoing or liability, and no court or other entity has made any judgment or other determination of any wrongdoing, or that any law has been violated. AFR denies these and all other claims made in the Litigation. By entering into the settlement, AFR is not admitting any wrongdoing.

3. What is a class action lawsuit?

In a class action, a representative plaintiff or plaintiffs sues on behalf of all people who have similar claims. Together all these people are called a Class or Class Members. Because this is a settlement, the terms being used are Settlement Class and Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves from the Settlement Class.

The proposed Settlement Class Representatives in this case are Dora Micah, Sharon Styles, Matthew Stuart, and Anthony A. Olivia, Ph.D. (“Plaintiffs”).

4. How do I know if I am affected by the Lawsuit and settlement?

You are a Settlement Class Member if you were notified in or around March 2022 that your personal information may have been impacted by the Incident.

The Settlement Class specifically excludes: (i) AFR and its respective officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge and/or Magistrate assigned to evaluate the fairness of this settlement; 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 Incident or who pleads *nolo contendere* to any such charge.

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

5. Why is there a settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Plaintiffs, AFR, and their attorneys believe the proposed settlement is fair, reasonable, and adequate and, thus, in the best interests of Settlement Class Members. The Court did not decide in favor of the Plaintiffs or Defendant. Full details about the proposed settlement are found in the Settlement Agreement available at www.XXXX.com.

6. How do I know if I am included in the settlement?

You are included in the Settlement if AFR notified you of the Incident by letter in or around March 2022. This settlement is not open to the general public. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the settlement, visit www.XXXX.com call toll free 877-959-9469, or write to PO Box 4418, Portland, OR 97208-4418.

THE SETTLEMENT BENEFITS

7. What does this settlement provide?

The settlement provides: (i) a *pro rata* cash payment for all Settlement Class Members who submit a timely and valid Claim Form, pursuant to the Common Fund Benefit; (ii) up to \$7,500 per person in Out-of-Pocket Losses for documented, unreimbursed out-of-pocket losses that are fairly traceable to the Incident pursuant to the Out-of-Pocket Loss Benefit; and (iii) a Credit Monitoring Benefit of one year of one credit bureau monitoring with up to \$1 million in identity theft insurance.

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

Common Fund Benefit Claims: Settlement Class Members may submit a Claim for a cash payment from the \$2,500,000 Common Fund. The Settlement Administrator will make *pro rata* settlement payments, which may increase or decrease the cash payment, subject to the total amount of the Common Fund, less Co-Lead Counsel's award of attorneys' fees and expenses and Plaintiffs' service awards.

Out-of-Pocket Loss Benefit Claims: Settlement Class Members may submit a Claim for reimbursement of up to \$7,500 per person, subject to an aggregate cap of \$1,000,000, in documented, unreimbursed out-of-pocket losses reasonably and fairly traceable to the Incident. Out-of-Pocket Loss Benefit Claims can include, without limitation: (1) costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud or other misuse of a Settlement Class Member's personal information after December 20, 2021; (2) costs incurred on or after

December 20, 2021, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) miscellaneous expenses such as notary, postage, copying, mileage, and other charges; and (4) charges for credit monitoring or other mitigative expenditures incurred on or after December 20, 2021, through March 1, 2024.

Settlement Class Members with Out-of-Pocket Loss Benefit Claims must submit documentation and attestation supporting their Claims. This may include receipts or other documentation, not “self-prepared” by the claimant, that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.

Out-of-Pocket Loss Benefit Claims must include an attestation that the monetary losses were caused or otherwise incurred as a result of the Incident and were not incurred due to some other event or reason.

Credit Monitoring Benefit. Settlement Class Members may elect to receive one year of one credit bureau monitoring with up to \$1 million in identity theft insurance.

8. How to submit a Claim?

To submit a Claim for reimbursement for the Common Fund Benefit Claim, Out-of-Pocket Loss Benefit, or Credit Monitoring Benefit, you must submit a valid Claim Form. All Claims will be reviewed by the Settlement Administrator to determine whether the Claim is valid. Claim Forms must be submitted online by [INSERT DATE] or postmarked no later than [INSERT DATE]. You can download a Claim Form at www.XXXX.com or you can call the Settlement Administrator at 877-959-9469 for a Claim Form.

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 877-959-9469 or by writing to PO Box 4418, Portland, OR 97208-4418.

9. What am I giving up as part of the settlement?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the settlement is approved and becomes final, all of the Court’s orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against AFR, its Related Entities, and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers (collectively, the “Released Parties”) about the legal issues in this Litigation that are released by this settlement. The specific rights you are giving up are called “Released Claims.”

The Settlement Agreement, which includes all provisions about settled claims, and releases, including Released Claims and Released Parties, is available at www.XXXX.com and in the public court records on file in this Lawsuit.

The only way to keep the right to sue is to exclude yourself (*see* Question 11), otherwise you will be included in the Settlement Class, and, if the settlement is approved, you give up the right to sue for the claims in this case.

10. Will the Settlement Class Representatives receive additional compensation?

The four Settlement Class Representatives will request that the Court award up to \$7,500 each as service awards in excess of what they are entitled to under the settlement as regular members of the Settlement Class. Service awards will be paid from the Common Fund.

EXCLUDE YOURSELF

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Defendant on your own based on the claims raised in this Litigation or released by the Released Claims, then you must take steps to get out of the settlement. This is called excluding yourself from – or “opting-out” of – the settlement.

11. How do I exclude myself from the settlement?

To opt out of the settlement, you must send a timely written request for exclusion to the Post Office Box established by the Settlement Administrator, stating your full name, address, and telephone number. Your request must clearly manifest your intent to be excluded from the Settlement Class, to be excluded from the settlement, not to participate in the settlement, and/or to waive all rights to the benefits of the settlement.

Your written request for exclusion must be *postmarked* no later than [INSERT] addressed to:

Epiq Global
Settlement Administrator
PO Box 4418
Portland, OR 97208-4418

Instructions on how to submit a request for exclusion are available at www.XXXX.com or from the Settlement Administrator by calling 877-959-9469.

If you exclude yourself, you will not be able to receive any settlement benefits from the settlement, and you cannot object to the settlement or Co-Lead Counsel’s request for an award of attorneys’ fees and expenses and Plaintiffs’ requests for service awards at the Final Approval Hearing. You will not be legally bound by anything that happens in the Lawsuit, and you will keep your right to sue Defendant on your own for the claims that this settlement resolves.

12. If I do not exclude myself, can I sue Defendant or the Released Parties later?

No. If you do not exclude yourself from the settlement, and the settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 9) for the Released Claims, as set forth in the Settlement Agreement.

13. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any settlement benefits from the settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Defendant or the Released Parties (listed in Question 9) about the Released Claims in this case at any time.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

Yes. The Court has appointed Stuart A. Davidson of Robbins Geller Rudman & Dowd LLP and James E. Cecchi of Carella, Byrne, Cecchi, Brody & Agnello, P.C. (collectively called “Co-Lead Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Co-Lead Counsel will apply to the Court for an award of reasonable attorneys’ fees in an amount not to exceed 33% of the Common Fund, as well as reasonable expenses in an amount not to exceed \$125,000, plus accrued interest thereon. AFR reserves all rights to oppose the requested attorneys’ fees and expenses, including reserving its right to file an opposition to Plaintiffs’ application for an award of attorneys’ fees and expenses. A copy of Co-Lead Counsel’s Application for an Award of Attorneys’ Fees and Expenses will be posted on the Settlement Website, www.XXXX.com, before the deadline to object to the Settlement.

The Court will make the final decisions as to the amounts to be paid to Co-Lead Counsel and may award less than the amount requested by Co-Lead Counsel.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the settlement or the requested attorneys’ fees and expenses. You can also give reasons why you think the Court should not approve the settlement or attorneys’ fees and expenses.

To object, you must submit timely written notice of your objection so it is *received* on [DATE]. Such notice must include all the following information:

- (a) the objector’s full name, address, telephone number, and email address;
- (b) the case name and docket number: *In re American Financial Resources, Inc. Data Breach Litig.*, No. 2:22-cv-01757 (MCA) (JSA);
- (c) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class;

(d) a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable;

(e) the identity of any and all counsel representing the objector in connection with the objection (if none, please state this);

(f) the identity of all class action cases in which the objector or his or her counsel has objected;

(g) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and

(h) the objector’s signature.

To be timely, written notice of an objection in the appropriate form must be received no later than [INSERT DATE], to Co-Lead Counsel and AFR’s Counsel at the addresses below:

| CO-LEAD COUNSEL | AFR’S COUNSEL |
|--|---|
| Stuart A. Davidson ROBBINS GELLER RUDMAN & DOWD LLP 225 NE Mizner Boulevard, Suite 720 Boca Raton, FL 33432 James E. Cecchi CARELLA, BYRNE, CECCHI, BRODY & AGNELLO, P.C. 5 Becker Farm Road Roseland, NJ 07068 | Eric R. Fish BAKER & HOSTETLER LLP 45 Rockefeller Plaza New York, NY 10111 |

Alternatively, you may also file your objection with the Court through the Court’s ECF system, with service on Co-Lead Counsel and AFR’s Counsel to be made through the ECF system.

If you do not submit your objection with all requirements, or if your objection is not received by [INSERT DATE], you will be considered to have waived all objections and will not be entitled to speak at the Final Fairness Hearing.

17. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don’t like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you.

THE FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Fairness Hearing at [INSERT DATE, TIME, LOCATION] as ordered by the Court. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check www.XXXX.com for updated information.

At the hearing, the Court will consider whether the proposed settlement is fair, reasonable, adequate, is in the best interests of Settlement Class Members, and whether it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider Co-Lead Counsel's request for an award of attorneys' fees and expenses and Plaintiffs' requests for service awards.

After the Final Fairness Hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Fairness Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 16, including the requirements for making appearances at the hearing.

20. May I speak at the hearing?

Yes. You can speak at the Final Fairness Hearing, but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 16, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you exclude yourself from the settlement.

DO NOTHING

21. What happens if I do nothing?

If you do nothing, you will not get any settlement benefits, you will not be able to sue for the claims in this case, and you will release the Released Claims, as set forth in the Settlement Agreement, against Defendant and the Released Parties described in Question 9.

GET MORE INFORMATION

22. How do I get more information about the settlement?

This is only a summary of the proposed settlement. If you want additional information about this Lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Co-Lead Counsel's Application for an Award of Attorneys' Fees and Expenses, and more, please visit www.XXXX.com or call 877-959-9469. You may also contact the Settlement Administrator at PO Box 4418, Portland, OR 97208-4418.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S COUNSEL.**

EXHIBIT D

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

In re AMERICAN FINANCIAL RESOURCES,) No. 2:22-cv-01757 (MCA) (JSA)
INC. DATA BREACH LITIGATION)
_____) SETTLEMENT TIMELINE

EXHIBIT D

SETTLEMENT TIMELINE

| | |
|---|--|
| Defendant to provide list of Settlement Class Members to the Settlement Administrator | 14 days from Order Granting Preliminary Approval (“Notice Order”) |
| Short Form Notice to Settlement Class Members via email, or mail where no email address is available, and publishing on the Settlement Website | 45 days from date of Notice Order (“Notice Date”) |
| Plaintiffs’ Motion for Final Approval of the Settlement and Co-Lead Counsel’s Application for an Award of Attorneys’ Fees and Expenses and Service Awards to Plaintiffs | 35 days prior to the Final Fairness Hearing |
| Objection Date and Opt-Out Date | 21 days prior to the Final Fairness Hearing |
| Claims Deadline | 60 days from the Notice Date |
| Final Fairness Hearing | 90 days from date of Notice Order or as soon thereafter as the matter may be heard |