

# EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

LEO GUY, RYAN TANNER, MAGALY GRANADOS, KERRY LAMONS, TAMMY RANO, VICKI WILL and JENNIFER WHITE, individually and on behalf all others similarly situated,

Plaintiffs,

v.

CONVERGENT OUTSOURCING, INC.,

Defendant.

Case No. 2:22-cv-01558-MJP

**AMENDED SETTLEMENT AGREEMENT AND RELEASE**

**I.** This Amended Settlement Agreement and Release (“Settlement Agreement”) is made and entered into by and among the following Settling Parties: (i) Plaintiffs Leo Guy, Ryan Tanner, Magaly Granados, Kerry Lamons, Tammy Rano, Vicki Will, and Jennifer White (“Representative Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), and Defendant Convergent Outsourcing Inc. (“Defendant” or “Convergent”). This Amended 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 (as defined below), upon and subject to the terms and conditions hereof. **RECITALS**

1.1. Convergent is a third-party debt collection company that serves the telecommunication, utility, banking, cable company, and financial service industries by offering consumer debt collection. In the course of its business, Convergent received from third-party debt

settlement companies and stored certain personally identifiable information (“PII” or “Private Information”) of the Plaintiffs and the putative Class Members.

1.2. This Settlement Agreement relates to a data security incident that occurred at Convergent on or about June 17, 2022, whereby an unauthorized individual accessed Convergent’s computer systems and deployed tools to encrypt Convergent’s systems and access certain personally identifiable information (the “Data Incident”). While Convergent was unable to conclusively determine that the unauthorized individual accessed the content of certain exfiltrated files containing names, contact information, financial account numbers, and Social Security numbers (collectively, “Private Information”), Convergent notified 640,906 individuals that their Private Information may have been the subject of a ransomware attack.

1.3. Beginning on November 2, 2022, Plaintiffs, individually and on behalf of a putative class, filed various actions against Defendant asserting claims concerning the Data Incident in this Court (the “Litigation”). The cases were consolidated and Gary E. Mason of Mason LLP, Jean S. Martin of Morgan & Morgan Complex Litigation Group, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC were appointed as Interim Co-Lead Counsel and Cecily C. Jordan of Tousley Brain Stephens Law PLLC was appointed as Local Liaison Counsel.

1.4. Plaintiffs filed their Consolidated Amended Complaint on February 10, 2023. On March 13, 2023, Convergent moved to dismiss the Consolidated Amended Complaint in its entirety.

1.5. On May 11, 2023, while the Motion to Dismiss was fully briefed and pending, and after the exchange of informal discovery, the Settling Parties engaged in an all-day, arms-length virtual mediation before a well-known and respected mediator, Bennett G. Picker of Stradley Ronon, in an attempt to resolve the Litigation. During the course of the settlement discussions, Convergent disclosed information regarding the limited remaining insurance funds available to

cover the claims of class members. While the Settling Parties made some headway in the initial mediation session, the Settling Parties were unable to reach resolution.

1.6. In the three months following the mediation, the Settling Parties continued to engage in negotiations with the assistance of Mr. Picker. In addition, on July 20, 2023, the Court granted in part and denied in part Convergent's motion to dismiss, dismissing *with prejudice* Plaintiffs' negligence, breach of implied contract, breach of the duty of confidence, Washington Data Breach Law, and California constitutional privacy claims. The Court also dismissed *without prejudice* Plaintiffs' CCPA claim for statutory damages, but allowed Plaintiffs' CCPA claim for pecuniary damages, invasion of privacy, unjust enrichment, Washington CPA, UCL, and declaratory relief claims to proceed. Ultimately, after many sessions, Mr. Picker made a mediator's proposal for a common fund settlement of \$2.45 million. Both parties accepted on August 11, 2023. Thereafter, the Settling Parties continued negotiations to formalize the terms of the settlement set forth in the present Settlement Agreement.

1.7. Pursuant to the terms agreed to and set out below, this Settlement Agreement resolves all actions, proceedings, and claims asserted, or that could be asserted, against Convergent arising out of or related to the Data Incident, as set forth in the release contained herein, by or on behalf of members of the Settlement Class defined herein, but excluding the rights of Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

1.8. Representative Plaintiffs believe the claims asserted in the Litigation, as set forth in the Amended Consolidated Complaint filed in the Litigation, have merit. Representative Plaintiffs and Interim Co-Lead Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Convergent through additional motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, particularly in an area of law that remains in a state of

development, and thus brings with it a level of uncertainty, as well as the difficulties and delays inherent in such litigation. Interim Co-Lead Counsel are highly experienced in class action litigation, particularly in privacy litigation, and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. Interim Co-Lead Counsel have thoroughly examined the law and facts relating to the matters at issue, the claims of Plaintiffs and the Settlement Class, and Convergent's potential defenses, including conducting independent investigation and conferring with counsel for Convergent on discovery related matters, as well as an assessment of the merits of expected arguments in a motion for class certification and motion for summary judgment. Based on this analysis and investigation, Representative Plaintiffs and Interim Co-Lead Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Settlement Class is afforded important benefits as expediently as possible. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of Plaintiffs and the Settlement Class.

1.9. Convergent denies each and all of the claims and contentions alleged against it in the Litigation. Convergent denies all wrongdoing or liability associated with the Data Incident alleged, or which could be alleged, in the Litigation. Nonetheless, Convergent has concluded that further conduct of the 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.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, and Defendant 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 except as to those Settlement Class Members who timely opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

## **II. DEFINITIONS**

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

2.1 “Administrative Costs” means all costs and expenses associated with providing notice of the Settlement Agreement to the Settlement Class, Claims Administration, and otherwise administering and carrying out the terms of this Settlement Agreement.

2.2 “Agreement” or “Settlement Agreement” means this Settlement Agreement and Release.

2.3 “Approved Claims” means valid Settlement Claims approved by the Claims Administrator or found to be valid, as set forth below.

2.4 “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the Court to Settlement Class Counsel for their fees, costs, and expenses in connection with the Litigation.

2.5 “Award” means the amount remitted by the Claims Administrator out of the Settlement Fund to Settlement Class Members for Valid Claims, as provided in Paragraph 4.2 of this Settlement Agreement.

2.6 “Claims Administration” means the processing and payment of claims received from members of the Settlement Class by the Claims Administrator.

2.7 “Claims Administrator” means Epiq, a company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation.

2.8 “Claims Deadline” means the deadline by which Settlement Class Members must submit any valid Settlement Claims, which the Settling Parties propose be 90 days after the Notice Deadline.

2.9 “Claim Form” means the claim form to be used by members of the Settlement Class to submit a Settlement Claim, substantially in the form as shown in Exhibit A to this agreement.

2.10 “Claims Period” means the time for Settlement Class Members to submit Settlement Claims, running from the Notice Deadline through the Claims Deadline, which the Settling Parties propose be 90 days.

2.11 “Class Notice” means the notice of settlement that is contemplated by this Settlement Agreement, and which shall include the Long Notice and Summary Notice, as approved by the Court.

2.12 “Data Incident” means the data security incident that occurred approximately on or about June 17, 2022, and that Convergent discovered and disclosed to potentially impacted individuals, as alleged in the class action complaints filed by Representative Plaintiffs, whereby an unauthorized individual accessed certain individuals’ Private Information.

2.13 “Documented Time” means time spent remedying issues related to the Data Incident with submission of a claim and supporting documentation. Documented Time may include (i) changing passwords on potentially impacted accounts; (ii) monitoring for or investigating suspicious activity on potentially impacted financial, or other accounts; (iii) contacting a financial institution or other entity to discuss suspicious activity; (iv) signing up for identity theft or fraud monitoring; or (v) researching information about the Data Incident, its impact, or how to protect themselves from harm due to the Data Incident.

2.14 “Effective Date” means the date by which all of the events and conditions specified

in ¶ 2.15 below for the Final Approval Order to become Final have occurred or have been met.

2.15 “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 Final Approval Order and Judgment (as those terms are defined herein); and (iii) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Final Approval Order and Judgment have been affirmed in their 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’ Fees and Expenses Award or Service Award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

2.16 “Final Approval Hearing” means the final hearing to be conducted by the Court in connection with the determination of the fairness, adequacy and reasonableness of this Settlement Agreement and the proposed settlement of the Litigation.

2.17 “Final Approval Order” means the Court’s Final Approval Order, which, among other things, approves this Settlement Agreement and the settlement as fair, adequate, and reasonable, enters the Judgment, dismisses the Litigation with prejudice, and confirms the final certification of the Settlement Class.

2.18 “Initial Funding Date” means the date, which is no later than thirty (30) days after an order granting preliminary approval of the Settlement Agreement, in which Convergent will make a cash payment in the amount of \$451,418.00 into a Qualified Settlement Fund to be used to fund Class Notice and Claims Administration.



2.19 “Final Funding Date” means the date, which is no later than thirty (30) days after the Final Approval Order in which Convergent will make a cash payment in the amount of \$1,998,582.00 into a Qualified Settlement Fund to be used to fund all costs of Approved Claims, Attorneys’ Fees and Expenses Award, Service Award, and any additional Class Notice and Claims Administration.

2.20 “Judgment” means a final judgment ordering and affirming the release set forth in Section 10 of this Settlement Agreement of the Released Claims against the Released Parties and the dismissal of the Litigation with prejudice.

2.21 “Notice Deadline” means the date by which the Notice Program shall commence, which the Parties propose be 30 days after the entry of an order granting preliminary approval.

2.22 “Notice Program” means the notice program described in Section 6.

2.23 “Objection Deadline” means 60 days after the Notice Deadline.

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

2.25 “Opt-Out Deadline” means the date by which Settlement Class Members must submit their Request for Exclusion in order for it to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Deadline shall be 60 days after the Notice Deadline.

2.26 “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 or agency thereof, and

any business or legal entity, and their respective spouses, heirs, affiliates, attorneys, predecessors, successors, representatives, or assignees.

2.27 “Private Information” means information that may have been exposed, compromised, or accessed during the Data Incident, including names, financial account information, Social Security numbers, and any other personally identifiable information.

2.28 “Preliminary Approval Order” means the Court’s order granting, among other things, conditional certification of the Settlement Class, preliminary approval of this Settlement Agreement and the settlement, and approval of the form and method of Class Notice.

2.29 “Released Claims” means any and all claims, demands, actions or causes of action with respect to the Data Incident, whether known or unknown, that have been asserted in the Litigation, or that could have been asserted, that arise out of or relate to the causes of action, allegations, practices, or conduct at issue in the Litigation. “Released Claims” does not include claims relating to the enforcement of the settlement and shall not include any claims of Settlement Class Members who have timely excluded themselves from the Settlement Class pursuant to Section 7.

2.30 “Released Parties” means Convergent and its predecessors, successors, assigns, parents, subsidiaries, divisions, related or affiliated entities, and business partners who initially provided Convergent with the Private Information, and the current and former directors, trustees, officers, managers, shareholders, principals, employees, contractors, attorneys, insurers, reinsurers, subrogees, and assigns of each of the foregoing entities. Each of the Released Parties may be referred to individually as a “Released Party.” The Settling Parties expressly acknowledge that all Released Parties are intended beneficiaries of this Settlement Agreement.

2.31 “Representative Plaintiffs” means Leo Guy, Ryan Tanner, Magaly Granados, Kerry Lamons, Tammy Rano, Vicki Will, and Jennifer White.

2.32 “Request for Exclusion” means a fully completed and properly executed written request that is timely delivered to the Claims Administrator by a Settlement Class Member under Section 7 of this Settlement Agreement and is postmarked or submitted through the settlement website on or before the Opt-Out Deadline. For a Request for Exclusion to be properly completed and executed, subject to approval by the Court, it must: (a) state the Settlement Class Member’s full name, address, and telephone number; (b) state the name and number of this case, *Guy et al. v. Convergent Outsourcing Inc*; Case No. 2:22-cv-01558-MJP; (c) contain the Settlement Class Member’s personal and original signature or the original signature of a person authorized by law to act on the Settlement Class Member’s behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian or person acting under a power of attorney; and (d) state unequivocally the Settlement Class Member’s intent to be excluded from the settlement. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

2.33 “Service Award” means such funds as may be awarded by the Court to the Representative Plaintiffs for their service as Representative Plaintiffs.

2.34 “Settlement Class Counsel” means: Jean S. Martin of Morgan & Morgan Complex Litigation Group, Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Gary E. Mason of Mason LLP, and Cecily C. Jordan of Tousley Brain Stephens PLLC.

2.35 “Settlement Class Member(s)” means all persons meeting the definition of the Settlement Class set forth in ¶3.1 who did not timely opt-out of the Settlement pursuant to Section

7.

2.36 “Settling Parties” means, collectively, Convergent and Representative Plaintiffs, individually and on behalf of the Settlement Class.

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

2.38 All time periods described in terms of “days” shall be in calendar days unless otherwise expressly stated.

### **III. SETTLEMENT CLASS**

3.1 For settlement purposes only, the Settling Parties agree that the Court should certify the following Settlement Class defined as:

All persons residing in the United States to whom Defendant Convergent Outsourcing, Inc. sent notification that their personal information may have been compromised by an unauthorized individual as a result of the data security incident discovered by Convergent on or about June 17, 2022.

3.2 Excluded from the Settlement Class are the Court and all members of the Court’s staff, and persons who timely and validly request exclusion from the Settlement Class.

3.3 For settlement purposes only, Plaintiffs shall also seek, and Defendant shall not oppose, the appointment of Jean S. Martin of Morgan & Morgan Complex Litigation Group, Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Gary E. Mason of Mason LLP, and Cecily C. Jordan of Tousley Brain Stephens PLLC as Settlement Class Counsel and appointment of Representative Plaintiffs as Settlement Class Representatives.

**IV. SETTLEMENT CONSIDERATION AND BENEFITS**

4.1 *Convergent's Obligations.* In consideration for the releases contained in this Settlement Agreement, and as a direct result of the Litigation, and without admitting liability for any of the alleged acts or omissions alleged in the Litigation, and in the interests of minimizing the costs inherent in any litigation, Convergent will perform all the following:

Convergent shall fund a Qualified Settlement Fund ("Settlement Fund") in the total amount of \$2,450,000 in two installments as set forth in Paragraphs 2.18 and 2.19. The Claims Administrator shall pay all costs of the Class Notice, Claims Administration, Attorneys' Fees and Expenses Award, Approved Claims and Service Award from the Settlement Fund. If the Court does not grant final approval of the Settlement Agreement or the Settlement does not become Final pursuant to Paragraph 2.15, any remaining portion of the Settlement Fund shall be returned to Convergent. The Settlement Fund represents the total extent of the Released Parties' monetary obligations under this Settlement Agreement. The Claims Administrator shall be responsible for all tax filings with respect to the Settlement Fund. The timing of payment by Convergent into the Settlement Fund is also contingent upon the receipt of the necessary paperwork from Epiq for the Settlement Fund by the date that the Preliminary Approval Order or Final Approval Order is issued. If Convergent does not receive this information, the Settlement Fund payment shall be made within 30 days after Convergent receives this information.

4.2 *Monetary Settlement Benefits.* Settlement Class Members may make a Settlement Claim for reimbursement of documented ordinary losses, including lost time, and/or reimbursement for extraordinary losses, as further described below. As an alternative to filing a Settlement Claim for reimbursement of ordinary losses or extraordinary losses, Settlement Class Members may submit a claim to receive an Alternative Cash Payment, as explained in ¶ 4.2.4.

4.2.1 *Documented Ordinary Losses.* Settlement Class Members may submit a claim for documented out-of-pocket expenses fairly traceable to the Data Incident, up to \$1,500.00 per individual. Ordinary Losses may include: (i) unreimbursed losses relating to fraud or identity theft; (ii) out of pocket credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and (iii) unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident. The Claims Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Data Security Incident. Settlement Class Members with Ordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

4.2.2 *Attested Time Spent.* A Settlement Class Member who spent time remedying issues related to the Data Incident can receive reimbursement for up to ten (10) hours of lost time at a rate of \$30 per hour with an attestation that they spent the claimed time responding to issues raised by the Data Incident. No documentation other than a description of their actions shall be required for

members of the Settlement Class to receive compensation for attested time spent. Claims made for time spent can be combined with reimbursement for Ordinary Losses subject to an \$1,500.00 aggregate individual cap. Time spent may include (i) changing passwords on potentially impacted accounts; (ii) monitoring for or investigating suspicious activity on potentially impacted medical, financial, or other accounts; (iii) contacting a financial institution or other provider to discuss suspicious activity; (iv) signing up for identity theft or fraud monitoring; or (v) researching information about the Data Incident, its impact, or how to protect themselves from harm due to the Data Incident.

4.2.3 *Documented Extraordinary Losses.* Settlement Class Members are eligible for compensation for extraordinary losses resulting from the Data Incident, up to a maximum of \$10,000.00, upon submission of a valid Claim Form and supporting documentation, provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; (iii) the loss occurred between June 17, 2022 and the Claims Deadline; (iv) the loss is not already covered by one or more of the normal reimbursement categories; (v) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance. Extraordinary Losses may include, without limitation, the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Private Information. To receive reimbursement for any Documented Extraordinary

Loss, Settlement Class Members must submit supporting documentation of the loss and a description of how the loss is fairly traceable to the Data Incident, if not readily apparent from the documentation.

4.2.4 *Alternative Cash Payment.* As an alternative to filing a claim for reimbursement of Ordinary Losses, Attested Time Spent, or Extraordinary Losses, Settlement Class Members may submit a claim to receive a *pro rata* payment from the net Settlement Fund after payment of costs of the settlement including the costs of carrying out the Notice Program and Claims Administration, any approved Attorneys' Fees and Expenses Award, any approved Service Award to Representative Plaintiffs, and payments for claims for Ordinary Losses, Attested Time Spent, and Extraordinary Losses. Should Settlement Class Members chose to select an Alternative Cash Payment, there is a possibility that they may receive no payment if the total approved claims for Ordinary Losses, Attested Time Spent and Extraordinary Losses plus the costs of the Notice Program and Claims Administration, any Attorneys' Fees and Expenses Award and Service Award exceed the total amount of the Settlement Fund.

4.3 Settlement Class Members seeking an award under ¶ 4.2 under this Agreement must complete and submit a written Claim Form to the Claims Administrator, postmarked or submitted electronically on or before the Claims Deadline. The Claim Form must: (a) be signed by the Settlement Class Member with a statement that his or her claim is true and correct to the best of his or her belief; and (b) provide appropriate documentation where required by the Claim Form. Failure to provide supporting documentation as requested as set forth on the Claim Form or by the Claims Administrator shall result in denial of a Settlement Claim.



4.4 If, after the Effective Date, the total dollar value of Approved Claims for Ordinary Losses, Attested Time Spent, and Extraordinary Losses exceeds the amount remaining in the Settlement Fund necessary to cover valid claims, the Attorneys' Fees and Expenses Award, Service Award, and Class Notice and Claims Administration costs, the payment amount for Approved Claims shall be reduced *pro rata* among all Settlement Class Members who submitted Approved Claims for Ordinary Losses, Attested Time Spent, and Extraordinary Losses, and no Alternative Cash Payments will be made. These *pro rata* determinations shall be performed by the Claims Administrator.

4.5 If a Settlement Class Member files a claim for the Alternative Cash Payment in addition to a claim for Ordinary Losses, Attested Time Spent, or Extraordinary Losses, the claim will be processed as a claim for Ordinary Losses, Attested Time Spent, or Extraordinary Losses and the Alternative Cash Payment claim will be denied as duplicative.

## **5. PRELIMINARY SETTLEMENT APPROVAL AND FINAL APPROVAL**

5.1 As soon as practicable after the execution of the Settlement Agreement, Settlement Class Counsel shall file a motion seeking entry of a Preliminary Approval Order ("Motion for Preliminary Approval"). A proposed Preliminary Approval Order shall be submitted with the Motion for Preliminary Approval and shall be substantially in the form set forth in Exhibit D. The Motion for Preliminary Approval shall request that the Court, *inter alia*:

- a) Stay all proceedings in the Litigation other than those related to approval of the Settlement Agreement;
- b) Preliminarily certify the Settlement Class for settlement purposes only;
- c) Preliminarily approve the terms of the Settlement Agreement as fair, adequate, and reasonable;

- d) Appoint Representative Plaintiffs as the Settlement Class representatives for settlement purposes only;
- e) Appoint Settlement Class Counsel as counsel for the Settlement Class for settlement purposes only;
- f) Approve the Notice Program, as set forth in Section 6 herein and set the dates for the Claims Deadline;
- g) Approve the form and contents of a long form notice (“Long Notice”) to be posted on the settlement website substantially similar to the one attached hereto as **Exhibit B**, and a Summary Notice to be sent via First Class Mail to Settlement Class Members (“Summary Notice”), substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the Settling Parties’ respective litigation positions, the general terms of the settlement set forth in the Class Settlement Agreement, instructions for how to object to or submit a Request for Exclusion from the settlement, the process and instructions for filing a Claim Form, and the date, time and place of the Final Approval Hearing;
- h) Approve a Claim Form substantially similar to that attached hereto as **Exhibit A**;
- i) Appoint Epiq as the Claims Administrator;
- j) Set deadlines for Objections, Requests for Exclusion, a motion for attorneys’ fees, and briefing in support of final approval; and
- k) Schedule the Final Approval Hearing on a date at least 120 days from the date of the Preliminary Approval Order.

5.2 Settlement Class Counsel and Convergent shall request that the Court hold a Final Approval Hearing after Class Notice is completed and at least 30 days after the Opt-Out Deadline and Objection Deadline, and at least 120 days after the date of the Preliminary Approval Order.

5.3 Settlement Class Counsel and the Representative Plaintiffs shall move for final approval on or before the deadline set by the Court.

5.4 The proposed Final Approval Order and Judgment shall be negotiated by the Settling Parties and filed with the motion for final approval, and shall, among other things:

- a) Determine the Settlement Agreement is fair, adequate, and reasonable;
- b) Finally certify the Settlement Class for settlement purposes only;
- c) Determine that the Notice Program satisfies Rule 23 and due process requirements;
- d) Dismiss all claims in the Litigation with prejudice.
- e) Bar and enjoin any Settlement Class Members who did not timely opt out in accordance with the requirements of this Settlement Agreement from asserting any of the Released Claims; and
- f) Release and forever discharge Convergent and the Released Parties from the Released Claims, as provided for in this Settlement Agreement.
- g) Reserve the Court's continuing and exclusive jurisdiction over Convergent and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

## **6. NOTICE PROGRAM**

6.1 Within ten (10) days of the filing of the Motion for Preliminary Approval, Convergent shall serve a letter and accompanying materials on the Attorney General of the United

States and each state Attorneys General or others, all as required by the Class Action Fairness Act, 28 U.S.C. § 1715(b). Convergent shall cause to be filed with the Court, a declaration evidencing such service. The costs of this CAFA notice will be borne by Convergent separate and apart from the Settlement Fund.

6.2 Within ten (10) business days of the entry of the Order granting preliminary approval of the settlement, Convergent will provide the Claims Administrator with a list of Settlement Class Members which will include, to the extent available, the name and physical mailing address of each Settlement Class Member. The Claims Administrator shall cause notice to be disseminated to the Settlement Class Members pursuant to the Preliminary Approval Order and the Notice Program as described below, and in compliance with all applicable laws, including, but not limited to, the Due Process clause of the United States Constitution and Federal Rule of Civil Procedure 23, and be effectuated pursuant to the provisions set forth below, the costs of which shall be deducted from the Settlement Fund. The Claims Administrator must maintain the list of Settlement Class Members in strict confidence and may not share the list with anyone other than Convergent.

6.3 Class Notice shall be provided to the Settlement Class as follows:

6.3.1 On or before the Notice Deadline, the Claims Administrator shall send the Summary Notice on a postcard via First Class U.S. Mail, postage pre-paid, to Settlement Class Members (the "Notice Deadline"). Within twenty (20) days after sending such mail, the Claims Administrator shall undertake reasonable efforts to confirm the address, and to resend notice, for any Settlement Class Members for which the Claims Administrator receives returned mail from the U.S. Postal Service indicating that the initial mailing was not delivered.

6.3.2 On or before the Notice Deadline, the Claims Administrator shall establish

a dedicated settlement website that includes this Settlement Agreement, the Long Notice, the Claim Form approved by the Court, and other relevant case-related documents. Settlement Class Counsel shall propose the format and content of the settlement website for approval by Defendant's Counsel, which shall not be unreasonably withheld. The Claims Administrator shall maintain and update the website throughout the Claims Period as needed. The Claims Administrator will also post on the settlement website copies of the motion for final approval of the Settlement Agreement, and the motion for an Attorneys' Fees and Expenses Award and a Service Award. A toll-free number with interactive voice response and FAQs shall also be made available to address Settlement Class Members' inquiries. The settlement website shall not include any advertising and shall remain operational until at least thirty (30) days following the Effective Date.

6.4 The Notice Program shall be subject to approval by the Court as meeting the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure.

6.5 The Long Notice, Summary Notice, and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties as may be reasonable and necessary, so long as it is not inconsistent with such approval and does not materially alter the language approved by the Court.

6.6 Prior to the Final Approval Hearing, Counsel for the Settling Parties shall cause to be filed with the Court an appropriate declaration from the Claims Administrator demonstrating compliance with the Court-approved Notice Program.

## **7. OPT-OUT PROCEDURES**

7.1 Each Settlement Class Member wishing to exclude themselves from the Settlement Class must individually sign and timely submit a written Request for Exclusion to the address

designated by the Claims Administrator or online through the Settlement Website.

7.2 To be effective, a Request for Exclusion must be postmarked no later than 60 days after the Notice Deadline or such other date set by the Court in the Preliminary Approval Order. The Request for Exclusion must state; (i) the Settlement Class Members name, address, and telephone number; (ii) the name and number of this case, *Guy et al. v. Convergent Outsourcing Inc*; Case No. 2:22-cv-01558-MJP; (iii) a statement clearly indicating that the Settlement Class Member wishes to be excluded from the settlement; and (iv) the signature of the Settlement Class Member opting out of the Settlement.

7.3 Within 10 days after the Opt-Out Deadline, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel may file these materials with the Court, with any Private Information other than names and cities and states of residence redacted, no later than 7 days prior to the Final Approval Hearing.

7.4 All persons who opt out of the Settlement Class shall not receive any benefits of 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 shall be bound by the terms of this Settlement Agreement and the Final Approval Order entered thereon.

7.5 Defendant shall have the right to terminate the Settlement if more than 100 persons opt out of the Settlement Class.

## **8. OBJECTION PROCEDURES**

8.1 Each Settlement Class Member who does not file a valid and timely Request for Exclusion may file with the Court a notice of intent to object to the Settlement Agreement. The

Long Notice shall instruct Settlement Class Members who wish to object to the Agreement to send their written objections to the Court and concurrently upon:

For Settlement Class Counsel:

Gary E. Mason  
**MASON LLP**  
5335 Wisconsin Avenue NW, Suite 640  
Washington, DC 20015

For Convergent:

James Morrison  
**Baker & Hostetler LLP**  
999 3<sup>rd</sup> Ave. Suite 3900  
Seattle, WA 98104

8.2 The Notice shall make clear that the Court can only approve or deny the Settlement Agreement and cannot change the terms. The Notice shall advise Settlement Class Members of the deadline for submission of any objections.

8.3 All such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) The name and number of this case, *Guy et al. v. Convergent Outsourcing Inc*; Case No. 2:22-cv-01558-MJP; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iv) a statement as to whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class; (v) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (vi) the identity of any counsel representing the objector; (vii) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel; (viii) a list

of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (ix) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

8.4 To be timely, written notice of an objection in the appropriate form must be filed or postmarked no later than the Objection Deadline.

8.5 Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements in this Section 8 for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, 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 this Section 8.

## **9. CLAIMS ADMINISTRATION**

9.1 The Claims Administrator shall administer and calculate the Settlement Claims submitted by Settlement Class Members. All Settlement Claims must be submitted on or before the Claims Deadline to be deemed timely. The determination by the Claims Administrator of the validity or invalidity of all Settlement Claims shall be binding. The Claims Administrator shall periodically provide Settlement Class Counsel and Convergent counsel with reports as to both settlement claims and distribution, and they shall have the right to obtain and review supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

9.2 For each settlement claim submitted and received, the Claims Administrator, in its sole discretion (to be reasonably exercised), will determine whether: (1) the claimant is a Settlement Class Member; and (2) that the claimant has provided all information required to



complete the Claim Form by the Claims Deadline, including but not limited to information required under Section 4. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to adequately evaluate the settlement claim. All information provided to the Claims Administrator will be deemed confidential by the Claims Administrator.

9.3 The Claims Administrator shall determine whether a claimant's Claim Form, along with supporting materials, are sufficient to support a claim. If the Claims Administrator should receive an incomplete Claim Form or a Claim Form with insufficient documentation to determine whether the claimant is a Settlement Class Member, the Claims Administrator shall request additional information and give the claimant twenty-one (21) days to cure any defect(s) before rejecting a settlement claim. The Claims Administrator shall make requests for additional information within twenty-one (21) days after the Claims Filing Deadline. If a Settlement Class Member fails to correct all deficiencies within twenty-one (21) days from receiving a request for additional information, the Claims Administrator shall deny the claimant's settlement claim and the claimant will not be entitled to an Award.

9.4 After receiving additional information, the Claims Administrator shall have thirty (30) days to accept or reject each settlement claim. If, after review of the settlement claim and all documentation submitted by the claimant, the Claims Administrator determines that such a settlement claim is valid, then the settlement claim shall be paid within the time period provided in this Section. If the settlement claim remains invalid because the claimant does not provide the requested information needed to complete the Claim Form and evaluate the settlement claim, then the Claims Administrator may reject the settlement claim without any further action apart from providing a notice of rejection of the settlement claim.

9.5 No Person shall have any claim against the Claims Administrator, Defendant, the Released Parties, or their counsel, Settlement Class Counsel, and/or the Representative Plaintiffs based on distribution of claims benefits to Settlement Class Members.

9.6 The Claims Administrator shall agree to hold the Settlement Funds in an interest-bearing Qualified Settlement Fund account, and administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined by Treasury Regulation § 1.46B-1, *et seq.*, and agree to any relation-back election required to treat the Settlement Fund as a Qualified Settlement Fund from the earliest date possible. The Claims Administrator shall prepare any required tax returns and pay any taxes owed by the Settlement Fund out of the Settlement Fund.

9.7 The Claims Administrator will send funds for Approved Claims within the later of sixty (60) days after the Effective Date or thirty (30) days after all disputed claims have been resolved. No distributions will be made without authorization from the Parties. Award checks shall be valid for a period of 180 days from issuance, and shall state, in words or substance, that the check must be cashed within 180 days, after which time it will become void. In the event a settlement check becomes void, the Settlement Class Member to whom that settlement check was made payable will forfeit the right to payment and will not be entitled to have the check reissued or to any further distribution from the Settlement Fund or to any further recourse against the Released Parties, and the Agreement and Release will in all other respects be fully enforceable against the Settlement Class Member. No later than 190 days from the issuance of the Award checks, the Claims Administrator shall take all steps necessary to stop payment on any Award checks that remain uncashed.

9.8 All Settlement Class Members who fail to timely submit a valid settlement claim

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 an Award pursuant to this Agreement, but will in all other respects be subject to, and bound by, the provisions of this Agreement, the Releases contained herein and the Final Approval Order.

9.9 If there is any balance remaining in the Settlement Fund ninety (90) days after the Claims Administrator completes the process for stopping payment on any award checks that remain uncashed, the Settling Parties agree that, subject to Court approval, any remaining funds will be distributed to the public interest research center, Electronic Privacy Information Center (“Epic”) ([www.epic.org](http://www.epic.org)). The remainder funds distributed pursuant to this Paragraph shall not be considered unclaimed property under the laws of Washington or any other state.

## **10. RELEASES**

10.1 Upon the Effective Date, each Settlement Class Member, including Representative Plaintiffs, whether or not they have received an Award, will be deemed by operation of this Settlement Agreement and by operation of the Final Approval Order to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted Convergent and the Released Parties from any and all of the Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiff, 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 the participation in the Agreement as provided herein) in which any of the Released Claims are asserted.

10.2 Upon entry of the Final Approval Order, each Settlement Class Member, including Representative Plaintiff, shall be barred from initiating, asserting, or prosecuting against

Convergent and any Released Parties any claims that are released by operation of the Settlement Agreement and the Final Approval Order.

**11. SETTLEMENT CLASS COUNSEL'S ATTORNEYS' FEES AND EXPENSES AWARD; REPRESENTATIVE PLAINTIFF'S SERVICE AWARD**

11.1 Settlement Class Counsel may file a motion seeking reasonable attorneys' fees and their reasonable costs and expenses from the Settlement Fund. The entirety of the Attorneys' Fees and Expenses Award, as approved by the Court, shall be payable solely from the Settlement Fund.

11.2 Settlement Class Counsel will also request from the Court a Service Award for the Representative Plaintiffs in the amount of \$1,500.00 each, to be paid solely from the Settlement Fund. Convergent will not object to Representative Plaintiffs' request for a Service Award payment, unless Representative Plaintiffs' request exceeds the terms outlined in this Agreement.

11.3 Within seven (7) days after the Effective Date, the Claims Administrator shall pay any Attorneys' Fees and Expenses Award and Service Award from the Settlement Fund to an account designated by Settlement Class Counsel. Settlement Class Counsel shall have sole discretion in allocating such attorneys' fees and costs, and distributing to each participating firm an allocated share of such attorneys' fees and costs to that firm. Convergent shall have no responsibility for distribution of attorneys' fees or costs among participating firms.

11.4 No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the Attorneys' Fees and Expenses Award or the Service Award hereunder shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

11.5 Convergent shall not be liable for any attorneys' fees and expenses of any Representative Plaintiffs' counsel in the Litigation.

**12. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION**

12.1 The Parties' willingness to settle this Litigation on a class-action basis and to agree to the accompanying certification of the Settlement Class for settlement purposes is dependent on achieving finality in this Litigation and the desire to avoid the expense of this and other litigation. Consequently, the Settling Parties have the right to terminate this Settlement Agreement, declare it null and void, with no further obligations under this Settlement Agreement, unless each of the following conditions occur:

- a) The Court has entered a Preliminary Approval Order;
- b) The Court enters a Final Approval Order; and
- c) The Effective Date has occurred; and
- d) The number of Opt-Outs is fewer than the agreed upon threshold of the Settlement Class Members in Paragraph 7.5.

12.2 If all of the conditions in ¶ 12.1 are not fully satisfied and the Effective Date does not occur, this Settlement Agreement may be terminated by any Settling Party by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 14 calendar days' notice before becoming effective.

12.3 In the event that the Settlement Agreement is not approved by the Court or the Settlement Agreement is terminated in accordance with the terms of ¶ 12.2: (a) the Settling Parties shall be restored to their respective positions in the Litigation that existed prior to August 11, 2023 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 litigant, which extension shall be subject to the decision of the Court; and (b) 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, including certification of the Settlement Class for settlement purposes only, 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 any requested Attorneys' Fees and Expenses Award to Settlement Class Counsel shall constitute grounds for cancellation or termination of the Settlement Agreement.

### **13. MISCELLANEOUS PROVISIONS**

13.1 The Settling Parties and their counsel acknowledge that it is their intent to consummate this Settlement Agreement and agree to undertake their best efforts to effectuate and implement all terms and conditions of this Settlement Agreement, including taking all steps and efforts contemplated by this Settlement Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise.

13.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation and with regard to the Released Parties. The Settlement Agreement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily 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.

13.3 Neither the Settlement Agreement nor any act performed or document executed

pursuant to or in furtherance of the Settlement Agreement: (a) 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 (b) 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 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.

13.4 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. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

13.5 The Settlement Agreement contains the entire agreement between the Settling Parties and supersedes all prior agreements or understandings between them. The terms of the Settlement Agreement shall be construed as if drafted jointly by all Settling Parties to this Settlement Agreement. The terms of the Settlement Agreement shall be binding upon each of the Settling Parties to this Settlement Agreement, their agents, attorneys, employees, successors and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Settlement Class Member.

13.6 The Settlement Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Washington, and the rights and

obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Washington without giving effect to that State's choice of law principles.

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

13.8 The individuals signing this Settlement Agreement on behalf of Convergent represent that they are fully authorized by Convergent to enter into, and to execute, this Settlement Agreement on their behalf. Settlement Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Convergent on behalf of Representative Plaintiffs, and to enter into, and to execute, this Settlement Agreement on behalf of the Settlement Class, subject to Court approval.

13.9 None of the Settling Parties to this Settlement Agreement shall be considered to be the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.



13.10 The Settling Parties agree that this Settlement Agreement, and the Final Order following from the Settlement Agreement, will not prejudice in any way the Settling Parties' right to raise any of the arguments that the Settling Parties made in this case in any future litigation.

13.11 In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Settlement Agreement shall continue in full force and effect without said provision to the extent the Parties do not exercise their right to terminate under Section 12.

13.12 All notices or formal communications under this Settlement Agreement shall be in writing and shall be given (i) by hand delivery; (ii) by registered or certified mail, return receipt requested, postage pre-paid; or (iii) by overnight courier to counsel for the Settling Party to whom notice is directed at the following addresses, and also send a copy by electronic mail:

For the Representative Plaintiffs and the Settlement Class:

Gary E. Mason  
**MASON LLP**  
5335 Wisconsin Avenue NW, Suite 640  
Washington, DC 20015  
Telephone: 202.429.2290  
gmason@masonllp.com

Jean S. Martin  
jeanmartin@ForThePeople.com

Gary M. Klinger  
gklinger@milberg.com

Cecily Jordan  
cjordan@tousley.com

For Convergent:

Bethany Lukitsch  
**Baker & Hostetler LLP**  
11601 Wilshire Boulevard, Suite 1400  
Los Angeles, CA 90025-0509  
(310) 442-8856

blukitsch@bakerlaw.com

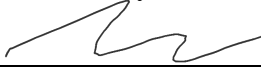
Counsel may designate a change of the person to receive written notice or a change of address, from time to time, by giving written notice to all Settling Parties in the manner described in this Paragraph.

13.12.1 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.

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Agreement to be executed on their behalf by their duly authorized officers or counsel of record, all as of the day set forth below:

*Interim Co-Lead Counsel on behalf of  
Representative Plaintiffs and the Class:*

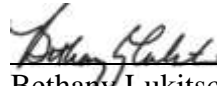
Dated: February<sup>8</sup> \_\_, 2024



Gary M. Klingner  
**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**  
227 W. Monroe Street, Suite 2100  
Chicago, IL 60606  
Tel: 866-247-0047  
gklinger@milberg.com

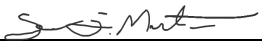
On behalf of *Convergent Outsourcing, Inc.:*

Dated: February 2, 2024



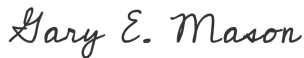
Bethany Lukitsch  
**BAKER HOSTETLER LLP**  
11601 Wilshire Boulevard, Suite 1400  
Los Angeles, CA 90025  
Tel: 310-442-8856  
blukitsch@bakerlaw.com

Dated: February<sup>8</sup> \_\_, 2024



Jean S. Martin  
**MORGAN & MORGAN  
COMPLEX LITIGATION GROUP**  
201 N. Franklin Street, 7th Floor  
Tampa, Florida 33602  
(813) 559-4908  
jeanmartin@ForThePeople.com

Dated: February<sup>9</sup> \_\_, 2024



Gary E. Mason  
**MASON LLP**  
5335 Wisconsin Avenue NW, Suite 640  
Washington, DC 20015  
Telephone: 202.429.2290  
gmason@masonllp.com

EXHIBIT A  
CLAIM FORM



MAIL ID

\*0000PLACEHOLDER0000\*

<p>Unreimbursed Credit Card Fees</p> <p><i>Examples: Credit card statement</i></p>	<p>\$</p> <p>MM - DD - YYYY</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Unreimbursed Credit Monitoring</p> <p><i>Examples: Costs of credit report(s), credit monitoring, and/or other identity theft insurance products purchased</i></p>	<p>\$</p> <p>MM - DD - YYYY</p>	<p>_____</p> <p>_____</p> <p>_____</p>
<p>Other Losses or Costs Resulting from Identity Theft or Fraud</p> <p><i>Examples: Include but not limited to, the cost of postage, gas for local travel or interest on payday loans due to card cancellation</i></p>	<p>\$</p> <p>MM - DD - YYYY</p>	<p>_____</p> <p>_____</p> <p>_____</p>

**Documented Extraordinary Expenses**

You can receive reimbursement for up to \$10,000.00 for documented unreimbursed extraordinary expenses incurred as a result of the Data Incident if: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Incident; (3) the **loss occurred between June 17, 2022 and MONTH XX, 20YY** (Claims Deadline); (4) the loss is not already covered by one or more of the out-of-pocket reimbursement categories; and (5) you made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhausting all available credit monitoring insurance and identity theft insurance.

<p><b>Expense Types and Examples of Documents</b></p>	<p><b>Approximate Amount of Expense and Date</b></p>	<p><b>Description of Expense or Money Spent and Supporting Documents</b> (Identify what you are attaching and why it's related to the Data Incident)</p>
<p>Extraordinary Loss</p> <p><i>Examples: Professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or medical identity theft</i></p>	<p>\$</p> <p>MM - DD - YYYY</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Other Extraordinary Losses</p> <p><i>Please provide a detailed description or a separate document submitted with this Claim Form.</i></p>	<p>\$</p> <p>MM - DD - YYYY</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

MAIL ID

\*0000PLACEHOLDER0000\*

**Cash Payment: Lost Time**

If you spent time monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath/cleanup of the Data Incident, you may be reimbursed for your time at \$30 per hour, for up to 10 hours. The total amount you may receive for Documented Ordinary Losses and Attested Time Spent will be limited to \$1,500 combined.

Hours lost as a result of the Data Incident	Description of the activities performed during the time claimed and their connection to the Data Incident
<p>____ Hours</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

**Alternative Cash Payment**

If you do not want to claim reimbursement for Ordinary Losses, Extraordinary Losses, or Time Spent, you may instead claim a pro-rata (a legal term meaning equal share) payment from the Net Settlement Fund after all costs associated with the Settlement have been paid. If all costs and payments exceed the Settlement Fund amount, this option could result in no payment.

I would like to claim a pro-rata Alternative Cash Payment.

**How You Would Like to Receive Your Cash Payment**

If you made a claim for a cash payment in this Claim Form, you need to elect to receive your payment either by check or as a digital payment (e.g., an ACH direct deposit or prepaid debit card using instructions emailed to you). Checks must be cashed within **180** days of receiving them.

Which do you prefer? (choose one)

- Check Mailed to Me
- Venmo
- Zelle
- Digital Mastercard

I affirm under the laws of the United States that the information supplied in this Claim Form is true and correct to the best of my knowledge, and any documents I submitted in support of my claim are true and correct copies of original documentation.

I understand that I may be asked to provide more information by the Claims Administrator before my claim is complete.

Print Name: \_\_\_\_\_

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

EXHIBIT B  
LONG FORM NOTICE



**If you were notified that your personal information may have been compromised as a result of a data security incident with Convergent Outsourcing, Inc., on or around June 17, 2022, you may be entitled to benefits from a settlement.**

*A court has authorized this Notice. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit against Convergent Outsourcing Inc., (“Defendant” or “Convergent”) for a data security incident on or around June 17, 2022, where unauthorized individual accessed Convergent’s computer systems deployed tools to encrypt Convergent’s systems and access certain personally identifiable information (“Data Incident”). While Convergent was unable to conclusively determine that the unauthorized individual accessed the content of certain files containing names, contact information, financial account numbers, and Social Security numbers (collectively, “Private Information”), Convergent notified individuals that their Private Information may have been the subject of a ransomware attack.
- You are a “Settlement Class Member” if you were sent a letter that your personal information may have been compromised as a result of the Data Incident.
- If you are a Settlement Class Member, you may file a Claim Form to receive 1) Documented Ordinary Losses; 2) Attested Time Spent; and 3) Documented Extraordinary Losses **OR** an Alternative Cash Payment:
  - **Documented Ordinary Losses** – Up to \$1,500 for documented out-of-pocket expenses fairly traceable to the Data Incident.
  - **Attested Time Spent** – Reimbursement for up to 10 hours of lost time at a rate of \$30 per hour for time spent remediating issues related to the Data Incident.
  - **Documented Extraordinary Losses** – Compensation for extraordinary losses resulting from the Data Incident, up to \$10,000.
  - **Alternative Cash Payment** – A *pro rata* (a legal term meaning an equal share) payment from the net Settlement Fund, which is \$2,450,000 minus payment of costs of the Settlement including the costs of the Notice Program and Claims Administration, Attorneys’ Fees and Expenses of up to \$661,500, Service Awards of up to \$1,500 each to the Representative Plaintiffs, and payments for claims for Ordinary Losses, Attested Time Spent, and Extraordinary Losses. Note that if these costs of the settlement, fees, awards and claims exceed the Settlement Fund, individuals selecting this option may not receive any payment.

Please Note: Claims for Documented Ordinary Losses and Attested Time Spent will be limited to \$1,500 combined, plus any Documented Extraordinary Losses up to \$10,000. All cash payments may be adjusted *pro rata* depending on the number of Class Members that participate in the Settlement.

**This Notice may affect your rights. Please read it carefully.**

These rights and options—and the deadlines to exercise them—are explained in this Notice.

<b>Your Legal Rights and Options</b>		<b>Deadline</b>
<b>SUBMIT A CLAIM FORM</b>	You must submit a Claim Form by mail or online to receive Settlement benefits.	<b>Month Day, 20YY</b>
<b>EXCLUDE YOURSELF</b>	Get no Settlement benefits. Keep your right to file your own lawsuit against Convergent and Released Parties about the legal claims in this case.	<b>Month Day, 20YY</b>
<b>OBJECT</b>	Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it.	<b>Month Day, 20YY</b>
<b>DO NOTHING</b>	Get no Settlement benefits. Be bound by the Settlement.	

- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees and expense award. No Settlement benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

**BASIC INFORMATION.....PAGE 4**

1. Why is this Notice being provided?
2. What is this lawsuit about?
3. Why is the lawsuit a class action?
4. Why is there a Settlement?

**WHO IS INCLUDED IN THE SETTLEMENT? .....PAGE 5**

5. How do I know if I am part of the Settlement?
6. Are there exceptions to being included in the Settlement?
7. What if I am still not sure whether I am part of the Settlement?

**THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY.....PAGE 5**

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9. What am I giving up to receive Settlement benefits or stay in the Settlement Class?
10. What are the Released Claims?

**HOW TO GET BENEFITS FROM THE SETTLEMENT.....PAGE 7**

11. How do I make a claim for Settlement benefits?
12. What happens if my contact information changes after I submit a Claim Form?
13. When will I receive my Settlement benefits?

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15. How will Settlement Class Counsel be paid?

**EXCLUDING YOURSELF FROM THE SETTLEMENT.....PAGE 8**

16. How do I get out of the Settlement?
17. If I exclude myself, can I get anything from this Settlement?
18. If I do not exclude myself, can I sue the Defendant for the same thing later?

**OBJECT TO THE SETTLEMENT.....PAGE 9**

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

**THE FINAL APPROVAL HEARING ..... PAGE 10**

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22. Do I have to attend the Final Approval Hearing?
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**IF YOU DO NOTHING ..... PAGE 11**

24. What happens if I do nothing at all?

**GETTING MORE INFORMATION..... PAGE 11**

25. How do I get more information?

## 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 a 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.

Judge Marsha J. Pechman of the District Court for the Western District of Washington is overseeing this class action lawsuit. The case is known as *Guy et al. v. Convergent Outsourcing Inc*; Case No. 2:22-cv-01558-MJP. The people who filed this lawsuit are called the “Plaintiffs” or the “Representative Plaintiffs,” and the company sued is Convergent Outsourcing, Inc. (“Convergent” or the “Defendant”).

### 2. What is this lawsuit about?

Convergent is a third-party debt collection company that serves the telecommunication, utility, banking, cable company, and financial service industries by offering consumer debt collection. In the course of its business, Convergent received from third-party debt settlement companies and stored certain personally identifiable information (“PII” or “Private Information”) of the Plaintiffs and the putative Class Members (in this lawsuit).

Plaintiffs and the putative Class Members allege that a data security incident occurred in approximately June 2022, where an unauthorized individual accessed Convergent’s computer systems and deployed tools to encrypt Convergent’s systems and access certain personally identifiable information (the “Data Incident”). While Convergent was unable to conclusively determine that the unauthorized individual accessed the content of certain exfiltrated files containing names, contact information, financial account numbers, and Social Security numbers (collectively, “Private Information”), Convergent notified individuals that their Private Information may have been the subject of a ransomware attack.

No court or other entity has determined that Convergent committed any wrongdoing or violated any law, and Convergent denies all the legal claims asserted in the lawsuit. By settling the lawsuit, Convergent is not admitting any wrongdoing or liability.

### 3. Why is the lawsuit a class action?

In a class action, a representative plaintiff or plaintiffs sue(s) on behalf of all people who have similar legal claims. Together all these people are called a settlement class or 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 Representative Plaintiffs in this case are Leo Guy, Ryan Tanner, Magaly Granados, Kerry Lamons, Tammy Rano, Vicki Will, and Jennifer White.

### 4. Why is there a Settlement?

Plaintiffs and Convergent do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of plaintiffs or Convergent. Instead, Plaintiffs and Convergent have agreed to settle the lawsuit. Plaintiffs and the lawyers for the Settlement Class (“Settlement Class Counsel”) believe the Settlement is best for all Settlement Class Members due to the risks and uncertainty associated with continuing the lawsuit.

**Questions? Go to [www.xxxxxxxx.com](http://www.xxxxxxxx.com) or call 1-XXX-XXX-XXXX**

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am part of the Settlement?

Under the Settlement, the Court decided that the Class includes all persons residing in the United States to whom Defendant Convergent Outsourcing, Inc. sent notification that their personal information may have been compromised by an unauthorized individual as a result of the data security incident discovered by Convergent on or about June 17, 2022.

### 6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are the Court and all members of the Court's staff, and persons who timely and validly request exclusion from the Settlement Class.

### 7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [www.xxxxxxxxxxxx.com](http://www.xxxxxxxxxxxx.com) or call the Claims Administrator's toll-free number at 1-XXX-XXX-XXXX.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 8. What does the Settlement provide?

If you are a Settlement Class Member, and you file a valid and timely Claim Form by **Month DD, 20YY**, you may be eligible for the following Settlement benefits:

**Documented Ordinary Losses** – Up to \$1,500 for documented unreimbursed out-of-pocket expenses fairly traceable to the Data Incident. Examples of Document Ordinary Losses may include:

- Unreimbursed losses relating to fraud or identity theft;
- Out-of-pocket credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and
- Unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel.

This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive. Settlement Class Members may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to dealing with the effects of the Data Incident. The Claims Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Data Security Incident. Settlement Class Members with Ordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that 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.

**Attested Time Spent** – Reimbursement for up to 10 hours of lost time at a rate of \$30 per hour for time spent remedying issues related to the Data Incident. No documentation other than a description of your actions will be required for you to receive compensation for attested time spent. Claims made for time spent can be combined with reimbursement for Ordinary Losses subject to a \$1,500 aggregate individual cap. Time spent may include:

- Changing passwords on potentially impacted accounts;

**Questions? Go to [www.xxxxxxxxxxxx.com](http://www.xxxxxxxxxxxx.com) or call 1-XXX-XXX-XXXX**

- Monitoring for or investigating suspicious activity on potentially impacted medical, financial, or other accounts;
- Contacting a financial institution or other provider to discuss suspicious activity;
- Signing up for identity theft or fraud monitoring; or
- Researching information about the Data Incident, its impact, or how to protect themselves from harm due to the Data Incident.

**Documented Extraordinary Losses** – Compensation for extraordinary losses resulting from the Data Incident, up to \$10,000 by submitting a valid Claim Form and supporting documentation, provided that:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Data Incident;
- The loss occurred between June 17, 2022, and the Claims Deadline;
- The loss is not already covered by one or more of the normal reimbursement categories; and
- You made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

Extraordinary Losses may include, without limitation, the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Private Information. To receive reimbursement for any Documented Extraordinary Loss, you must submit supporting documentation of the loss and a description of how the loss is fairly traceable to the Data Incident, if not readily apparent from the documentation.

Please Note: Claims for Documented Ordinary Losses and Attested Time Spent will be limited to \$1,500 combined, plus any Documented Extraordinary Losses up to \$10,000. All cash payments may be adjusted *pro rata* depending on the number of Class Members that participate in the Settlement.

**Alternative Cash Payment** – As an alternative to filing a Claim Form for reimbursement of Ordinary Losses, Attested Time Spent, or Extraordinary Losses, you may submit a Claim Form to receive a *pro rata* (a legal term meaning an equal share) payment from the net Settlement Fund, which is \$2,450,000 minus payment of costs of the Settlement including the costs of the Notice Program and Claims Administration, Attorneys’ Fees and Expenses of up to \$661,500, Service Awards of up to \$1,500 each to the Representative Plaintiffs, and payments for claims for Ordinary Losses, Attested Time Spent, and Extraordinary Losses. Please note that if costs of the Settlement, fees and expenses, service award and payments for claims exceed the Settlement Fund, you may receive no payment if you select this category.

## 9. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, 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 Convergent and the Released Parties about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

## 10. What are the Released Claims?

The Settlement Agreement in Section 10 describes the Release, Released Claims, and the Released Parties in necessary legal terminology, so please read this section carefully. The Settlement

**Questions? Go to [www.xxxxxxxx.com](http://www.xxxxxxxx.com) or call 1-XXX-XXX-XXXX**

Agreement is available at [www.xxxxxxxx.com](http://www.xxxxxxxx.com) or in the public court records on file in this lawsuit. For questions regarding the Release and what it means, you can also contact one of the lawyers listed in Question 14 for free, or you can talk to your own lawyer at your own expense.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 11. How do I make a claim for Settlement benefits?

To receive Settlement benefits, you must file a valid Claim Form. Your Claim Form must be complete and submitted to the Claims Administrator, submitted online or mailed and **postmarked** on or before **Month Day, 20YY**. Claim Forms may be submitted online at [www.xxxxxxxx.com](http://www.xxxxxxxx.com) or printed from the website and mailed to the Claims Administrator at the address on the form. The quickest way to submit a Claim Form is online. Claim Forms are also available by writing to:

COI Claims Administrator  
PO Box XXXX  
Portland, OR XXXXX-XXXX

### 12. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by calling 1-XXX-XXX-XXXX or by writing to:

COI Claims Administrator  
PO Box XXXX  
Portland, OR XXXXX-XXXX

### 13. When will I receive my Settlement Benefits?

If you file a valid Claim Form, payment will be provided by the Claims Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check [www.xxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxx.com) for updates.

## THE LAWYERS REPRESENTING YOU

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

Yes, the Court has appointed Jean S. Martin of Morgan & Morgan Complex Litigation Group, Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Gary E. Mason of Mason LLP, and Cecily C. Jordan of Tousley Brain Stephens PLLC as Settlement Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Settlement Class Counsel to represent you in this lawsuit.

### 15. How will Settlement Class Counsel be paid?

Settlement Class Counsel will file a motion asking the Court for reasonable attorneys' fees and their reasonable costs and expenses from the Settlement Fund not to exceed 27% of the Settlement Fund (up to \$661,500). Settlement Class Counsel will also ask the Court to approve Service Awards of up to \$1,500 from the Settlement Fund for each of the Representative Plaintiffs for participating in this

**Questions? Go to [www.xxxxxxxx.com](http://www.xxxxxxxx.com) or call 1-XXX-XXX-XXXX**

lawsuit and for their efforts in achieving the Settlement. The Court may award less than the amounts requested by Settlement Class Counsel.

Settlement Class Counsel's application for reasonable attorneys' fees and expenses, and the Service Award will be made available on the Settlement Website at [www.xxxxxxxx.com](http://www.xxxxxxxx.com) before the deadline for you to comment or object to the Settlement.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and you want to keep any right you may have to sue or continue to sue the Defendant and Released Parties on your own based on the legal claims raised in this lawsuit 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.

### 16. How do I get out of the Settlement?

You may request to be excluded from the Settlement Class in writing by a request **postmarked**, or submitted electronically via the Settlement Website, on or before **Month DD, 20YY**. Your request must include the following:

- Your name, address, and telephone number;
- The name and number of this case, *Guy et al. v. Convergent Outsourcing Inc*; Case No. 2:22-cv-01558-MJP;
- A statement that you wish to be excluded from the Settlement Class; and
- Your signature.

A request to be excluded that is incomplete, sent to an address other than designated below, or that is not electronically submitted or postmarked within the time specified, will be invalid and the person making the request will be considered a member of the Settlement Class and will be bound as a Settlement Class Member by the Settlement Agreement, if approved.

If sent by mail, your exclusion request must be **postmarked** and sent to the Claims Administrator at the following address by **Month Day, 20YY**:

COI Claims Administrator  
Exclusions  
PO Box XXXX  
Portland, OR XXXXX-XXXX

If made electronically at the Settlement website, your request to be excluded must be made by **midnight Pacific Time on Month, DD, 20YY**.

### 17. If I exclude myself, can I still get anything from this Settlement?

No. If you exclude yourself, you are telling the Court you do not want to be part of the Settlement. You can only get benefits from the Settlement if you stay in the Settlement and submit a valid Claim Form.

### 18. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Convergent and Released Parties for the claims resolved by this Settlement. You must exclude yourself from this lawsuit to start or continue your own lawsuit or to be part of any other lawsuit against Convergent or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

**Questions? Go to [www.xxxxxxxx.com](http://www.xxxxxxxx.com) or call 1-XXX-XXX-XXXX**



## OBJECT TO THE SETTLEMENT

### 19. 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 award or service awards. You can also give reasons why you think the Court should not approve the Settlement or the attorneys' fees and expenses award or service awards.

To object, you must file a timely written notice of your objection, so it is **filed** or **postmarked** by **Month Day, 20YY**. Such notice must state:

- Your full name, address, telephone number and email address (if any);
- The name and number of this case, *Guy et al. v. Convergent Outsourcing Inc*; Case No. 2:22-cv-01558-MJP;
- Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class;
- A statement as to whether the objection applies only to you as a Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class;
- A clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection you believe is applicable;
- The identity of any lawyers representing you as an objector;
- A statement whether you intend to appear at the Final Approval Hearing, either in person or through your lawyer, and, if through your lawyer, identifying that lawyer;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and
- Your signature and the signature of your duly authorized lawyer or other duly authorized representative (if any).

To be timely, written notice of an objection in the appropriate form must be **filed** or sent to the Clerk of the Court for the District Court for the Western District of Washington **postmarked** by **Month Day, 20YY**, with copies sent at the same time to Settlement Class Counsel and Convergent. The addresses for each are as follows:

THE COURT	SETTLEMENT CLASS COUNSEL	CONVERGENT
Office of the Clerk District Court for the Western District of Washington 700 Stewart Street, Suite 2310 Seattle, WA 98101	Gary E. Mason <b>MASON LLP</b> 5101 Wisconsin Ave. NW, Suite 305 Washington, DC 20016	Bethany Lukitsch <b>BAKER &amp; HOSTETLER LLP</b> 11601 Wilshire Boulevard, Suite 1400 Los Angeles, CA 90025-0509

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

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and expenses award. You can object only if you stay in the Settlement Class (that you

do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement.

## THE FINAL APPROVAL HEARING

### 21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **Month Day, 20YY, at X:XX a.m./p.m.** before Judge Marsha J. Pechman District Court for the Western District of Washington, 700 Stewart Street, Seattle, Washington, 98101, in Courtroom 14206.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement, Settlement Class Counsel's application for reasonable attorneys' fees and their reasonable costs and expenses and Service Awards. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing. The Court can only approve or deny the Settlement Agreement. It cannot change the terms of the Settlement.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing via videoconference or by phone. Any change will be posted at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com).

### 22. Do I have to attend to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the hearing to speak about it. As long as you file or mail your written objection on time, the Court will consider it.

### 23. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to hire and pay for your own lawyer. If you choose to make an appearance, you must follow all of the procedures for objecting to the Settlement listed in Section 19 above and specifically include a statement whether you and your counsel will appear at the Final Approval Hearing.

## IF YOU DO NOTHING

### 24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will give up rights explained in the "Excluding Yourself from the Settlement" section of this Notice, including your right to start or continue a lawsuit, or be part of any other lawsuit against Convergent or any of the Released Parties about the legal issues in this lawsuit that are released by the Settlement Agreement.

## GETTING MORE INFORMATION

### 25. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.xxxxxxxxx.com](http://www.xxxxxxxxx.com), by calling 1-XXX-XXX-XXXX, or by writing to:

COI Claims Administrator  
PO Box XXXX  
Portland, OR XXXXX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE  
REGARDING THIS NOTICE.**

**Questions? Go to [www.xxxxxxxxx.com](http://www.xxxxxxxxx.com) or call 1-XXX-XXX-XXXX**

EXHIBIT C  
SUMMARY NOTICE

COI Claims Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**Court-Approved Legal Notice**

**If you were notified that your personal information may have been compromised as a result of a data security incident with Convergent Outsourcing, Inc., on or around June 17, 2022, you may be entitled to benefits from a settlement.**

<<MAIL ID>>

<<NAME 1>>

<<NAME 2>>

<<ADDRESS LINE 1>>

<<ADDRESS LINE 2>>

<<ADDRESS LINE 3>>

<<ADDRESS LINE 4>>

<<ADDRESS LINE 5>>

<<CITY, STATE ZIP>>

<<COUNTRY>>

A settlement has been reached in a class action lawsuit against Convergent Outsourcing Inc. (“Convergent”) for a data security incident where an unauthorized individual accessed Convergent’s computer systems deployed tools to encrypt Convergent’s systems and access certain personally identifying information on or around June 17, 2022 (“Data Incident”).

**You are receiving this notice because you may be a class member.** If you are a Settlement Class Member, you may file a Claim Form to receive:

- **Documented Ordinary Losses** – Up to \$1,500 for documented out-of-pocket expenses fairly traceable to the Data Incident.
  - **Attested Time Spent** – Reimbursement for up to 10 hours of lost time at a rate of \$30 per hour for time spent remediating issues related to the Data Incident.
  - **Documented Extraordinary Losses** – Compensation for extraordinary losses resulting from the Data Incident, up to \$10,000.
- OR** you can elect an **Alternative Cash Payment** – *A pro rata* (equal share) payment from the net Settlement Fund, which is \$2,450,000 minus payment of costs of the settlement including the costs of the Notice Program and Claims Administration, and Attorneys’ Fees and Expenses of up to \$661,500, Service Awards of up to \$1,500 each to the Representative Plaintiffs, and payments for claims for Ordinary Losses, Attested Time Spent, and Extraordinary Losses. Note that if the costs of the settlement exceed the Settlement Fund, individuals selecting this option may not receive any payment.

Please Note: Claims for Documented Ordinary Losses and Attested Time Spent will be limited to \$1,500 combined, plus any Documented Extraordinary Losses up to \$10,000. All cash payments may be adjusted pro rata depending on the number of Class Members that participate in the Settlement.

**What are my options?** If you file a Claim Form, object to the Settlement, or do nothing, you are choosing to stay in the Settlement Class. To receive Settlement benefits, you must file a valid Claim Form. Your Claim Form must be submitted online at [www.xxxxxxxx.com](http://www.xxxxxxxx.com) or mailed and **postmarked** on or before **Month Day, 20YY**. If you do not exclude yourself, you may object to the Settlement and attorneys’ fees and expenses and service awards by **Month DD, 20YY**. If you don’t want to be legally bound by the Settlement or receive any benefits from it, you may request to be excluded from the Settlement Class in writing by a request **postmarked**, or submitted electronically via the Settlement Website, on or before **Month DD, 20YY**. Unless you exclude yourself, you give up any right to sue Convergent and Released Parties for the claims resolved by this Settlement. If the Settlement is approved and becomes final, 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 Convergent and the Released Parties about the legal issues in this lawsuit that are released by this Settlement.

The Court will hold a Final Approval Hearing on **Month Day, 20YY, at X:XX a.m./p.m.** At the Final Approval Hearing, the Court will consider whether to approve the Settlement. If you do not exclude yourself, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to hire and pay for your own lawyer.

This Notice is a summary. More information is available at [www.xxxxxxxx.com](http://www.xxxxxxxx.com) or by calling toll-free 1-xxx-xxx-xxxx.

EXHIBIT D  
PROPOSED PRELIMINARY  
APPROVAL ORDER

The Honorable Marsha J. Pechman

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UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

LEO GUY, individually and on behalf of all  
others similarly situated,

Plaintiff,

v.

CONVERGENT OUTSOURCING, INC.,

Defendant.

NO. 2:22-cv-0558-MJP

[PROPOSED] ORDER GRANTING  
PLAINTIFFS’ UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT

This matter is before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”) for consideration of whether the Court should grant preliminary approval of the proposed Settlement Agreement reached by the Parties, preliminarily certify the proposed Settlement Class, and approve the proposed plan for notifying the Potential Settlement Class.<sup>1</sup>

Having reviewed the proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court determines that the proposed

<sup>1</sup> Unless otherwise indicated, all capitalized terms used herein have the same meaning as those used in Settlement Agreement (Exhibit XX to the Declaration of XXX).



1 Settlement satisfies the criteria for preliminary approval, the proposed Settlement Class is  
2 preliminarily certified, and the proposed Notice Program is approved. Accordingly, good cause  
3 appearing in the record, Plaintiffs' Motion is **GRANTED**, and **IT IS HEREBY ORDERED**

4 **THAT:**

5 1. Stay of the Action. Pending the Final Approval Hearing, all proceedings in the  
6 Action, other than proceedings necessary to carry out or enforce the terms and conditions of the  
7 Settlement Agreement and this Order, are hereby stayed.

8 2. Jurisdiction. The Court has jurisdiction over the Parties, the subject matter of the  
9 dispute, and all Settlement Class Members.

10 3. Preliminary Class Findings. The Court preliminarily finds, for the purposes of  
11 settlement only, that this action meets all prerequisites of Rule 23 of the Federal Rules of Civil  
12 Procedure. The Court determines that for settlement purposes, the proposed Settlement Class  
13 meets all the requirements of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure,  
14 namely that the class is so numerous that joinder of all members is impractical; there are common  
15 issues of law and fact; the claims of the Plaintiffs are typical of absent class members; Plaintiffs  
16 will fairly and adequately protect the interests of the class, and have no interests antagonistic to  
17 or in conflict with the class, and have retained Class Counsel who are experienced and competent  
18 counsel to prosecute this matter; common issues predominate over any individual issues; and a  
19 class action is the superior means of adjudicating the controversy.

20 The Court finds the proposed Settlement is fair, reasonable, and adequate, in accordance  
21 with Rule 23(e) of the Federal Rules of Civil Procedure, pending a final hearing on the Settlement  
22 as provided herein. The Court further finds that the Settlement was negotiated at arm's length by  
23 informed and experienced counsel, who were overseen by an experienced and impartial mediator.  
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1 The relief provided to the Settlement Class under the Settlement is adequate. There would be  
2 substantial costs, risks and delay associated with proceeding to trial and potential appeal. The  
3 method proposed for distributing relief to the Settlement Classes and processing claims is  
4 adequate and effective. Finally, the Court finds that the proposed Settlement treats Settlement  
5 Class Members equitably relative to each other.

6 The Settlement meets the criteria for approval, and warrants issuance of notice to the  
7 Settlement Class. Accordingly, the Court preliminarily approves the terms of the Settlement  
8 Agreement.

9  
10 4. Preliminary Certification of Settlement Class. The Court hereby certifies, for  
11 settlement purposes only, the following Settlement Class:

12 All persons residing in the United States to whom Defendant  
13 Convergent Outsourcing, Inc. sent notification that their personal  
14 information may have been compromised by unauthorized third  
15 parties as a result of the data security incident discovered by  
16 Convergent on or about June 17, 2022.

17 Excluded from the Settlement Class are the Court and all members of the Court's staff, and  
18 persons who timely and validly request exclusion from the Settlement Class.

19 5. Appointment of Class Representatives. Plaintiffs ("Named Plaintiffs") are  
20 designated and appointed as the Settlement Class Representatives pursuant to Rule 23(a) of the  
21 Federal Rules of Civil Procedure. The Court preliminarily finds that Named Plaintiffs will fairly  
22 and adequately represent the interests of the Class in enforcing their rights in the Action; that  
23 Named Plaintiffs are similarly situated to absent Settlement Class Members; that Named  
24 Plaintiffs have Article III standing to pursue their claims; and that Named Plaintiffs are therefore  
25 typical of the Class and will be adequate class representatives.  
26

1           6.     Appointment of Class Counsel. For purposes of the Settlement, the Court appoints  
2 Jean S. Martin of Morgan & Morgan; Gary M. Klinger of Milberg Coleman Bryson Phillips  
3 Grossman, PLLC; Gary E. Mason of Mason LLP; and Cecily C. Jordan of Tousley Brain  
4 Stephens PLLC as Class Counsel pursuant to Fed. R. Civ. P. 23(g) to act on behalf of the  
5 Settlement Class Representatives and the Settlement Classes with respect to the Settlement. The  
6 Court finds that these lawyers are experienced and will adequately protect the interests of the  
7 Settlement Class.

8  
9           7.     Notice Provider and Settlement Administrator. The Court appoints Epiq as  
10 Settlement Administrator to administer the notice procedure and the processing of claims, under  
11 the supervision of Class Counsel and oversight of this Court.

12           8.     Notice Plan. The Notice Plan set forth in the Settlement Agreement, and the form  
13 and content of the notice to class members as set forth in Exhibits **XX-XX** thereto, satisfy the  
14 requirements of Federal Rule of Civil Procedure 23 and are thus approved. The Court finds that  
15 the form, content, and method of giving notice to the Settlement Class as described in the Notice  
16 Plan submitted with the Motion for Preliminary Approval: (a) constitute the best practicable  
17 notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise  
18 Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement,  
19 and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate,  
20 and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements  
21 of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any  
22 other legal requirements. The Court further finds that the notices are written in plain language,  
23 use simple terminology, and are designed to be readily understandable by Settlement Class  
24 Members.  
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1 Non-material modifications to the notices may be made without further order of the  
2 Court. The Settlement Administrator is directed to carry out the Notice Plan in conformance with  
3 the Settlement Agreement and to perform all other tasks that the Settlement Agreement requires.  
4 Prior to the Final Approval Hearing, Class Counsel shall cause to be filed with the Court an  
5 appropriate declaration with respect to complying with the provisions of the Notice Plan.

6 9. Notice Date. The Court directs that the Settlement Administrator cause a copy of  
7 the Notice to be mailed to all Potential Settlement Class Members in the manner outlined in the  
8 Settlement Agreement. The mailing is to be made by first class United States mail and via email  
9 for Potential Settlement Class Members where an existing email address is available, within  
10 **thirty (30)** calendar days following the entry of the Preliminary Approval Order (the “Notice  
11 Date”). The Settlement Website shall include, and make available for download, copies of the  
12 Settlement Agreement and Long Form Notice.  
13

14 10. Funds Held by Settlement Administrator. All funds held by the Settlement  
15 Administrator shall be deemed and considered to be *in custodia legis* of the Court and shall  
16 remain subject to the jurisdiction of the Court until such time as the funds are distributed pursuant  
17 to the Settlement or further order of the Court.  
18

19 11. Deadline to Submit Claim Forms. Settlement Class Members will have until  
20 **ninety (90)** calendar days from the Notice Date to submit their claim forms (“Claims Deadline”),  
21 which is adequate and sufficient time.  
22

23 12. Exclusion from the Settlement Class. Any Settlement Class Member that wishes  
24 to be excluded from the Settlement Class must mail an Exclusion Letter to the Settlement  
25 Administrator at the addresses provided in the Notice, postmarked no later than the Deadline to  
26 Opt-Out, as specified on the Notice, and sent via first class postage pre-paid U.S. mail. The

1 Exclusion Letter must: a) state the Settlement Class Member's full name, address, and telephone  
2 number; (b) state the name and number of this case, *Guy et al. v. Convergent Outsourcing Inc.*;  
3 Case No. 2:22-cv-01558-MJP; (c) contain the Settlement Class Member's personal and original  
4 signature or the original signature of a person authorized by law to act on the Settlement Class  
5 Member's behalf with respect to a claim or right such as those asserted in the Litigation, such as  
6 a trustee, guardian or person acting under a power of attorney; and (d) state unequivocally the  
7 Settlement Class Member's intent to be excluded from the settlement. All Requests for Exclusion  
8 must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request  
9 is required for every Settlement Class Member seeking exclusion.  
10

11 Any Settlement Class Member who does not timely and validly exclude themselves from  
12 the Settlement shall be bound by the terms of the Settlement. If final judgment is entered, any  
13 Settlement Class Member who has not submitted a timely, valid written notice of exclusion from  
14 the Settlement Class shall be bound by all subsequent proceedings, orders, and judgments in this  
15 matter, including but not limited to the release set forth in the Settlement Agreement and  
16 incorporated in the Judgment.  
17

18 13. Objections and Appearances. Any Settlement Class Member may enter an  
19 appearance in the Action, at his or her own expense, individually or through counsel of his or her  
20 own choice. If a Settlement Class Member does not enter an appearance, they will be represented  
21 by Class Counsel.  
22

23 Any Settlement Class Member who wishes to object to the Settlement, the Settlement  
24 benefits, Service Awards, and/or the Attorneys' Fees and Expenses, or to appear at the Final  
25 Approval Hearing and show cause, if any, why the Settlement should not be approved as fair,  
26 reasonable, and adequate to the Settlement Class, why a Final Approval Order and Judgment

1 should not be entered thereon, why the Settlement benefits should not be approved, or why the  
2 Service Awards and/or the Attorneys' Fees and Expenses should not be granted, may do so, but  
3 must proceed as set forth in this paragraph. No Settlement Class Member will be heard on such  
4 matters unless they have filed in this Action the objection, together with any briefs, papers,  
5 statements, or other materials the Settlement Class Member wishes the Court to consider, within  
6 sixty (60) calendar days following the Notice Date. Any objection must include: i) the objector's  
7 full name, address, telephone number, and e-mail address (if any); (ii) The name and number of  
8 this case, *Guy et al. v. Convergent Outsourcing Inc*; Case No. 2:22-cv-01558-MJP; (iii)  
9 information identifying the objector as a Settlement Class Member, including proof that the  
10 objector is a member of the Settlement Class; (iv) a statement as to whether the objection applies  
11 only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire  
12 class; (v) a clear and detailed written statement of the specific legal and factual bases for each  
13 and every objection, accompanied by any legal support for the objection the objector believes  
14 applicable; (vi) the identity of any counsel representing the objector; (vii) a statement whether  
15 the objector intends to appear at the Final Approval Hearing, either in person or through counsel,  
16 and, if through counsel, identifying that counsel; (viii) a list of all persons who will be called to  
17 testify at the Final Approval Hearing in support of the objections and any documents to be  
18 presented or considered; and (ix) the objector's signature and the signature of the objector's duly  
19 authorized attorney or other duly authorized representative (if any). In addition to the foregoing  
20 requirements, if an objecting Settlement Class Member intends to speak at the Final Approval  
21 Hearing (whether pro se or through an attorney), the written objection must include a detailed  
22 description of any evidence the objecting Settlement Class Member may offer at the Final  
23 Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may  
24  
25  
26

1 introduce at the Final Approval Hearing. Any Settlement Class Member who fails to object to  
2 the Settlement in the manner described in the Settlement Agreement and in the notice provided  
3 pursuant to the Notice Plan shall be deemed to have waived any such objection, shall not be  
4 permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and  
5 shall be precluded from seeking any review of the Settlement or the terms of the Settlement  
6 Agreement by appeal or any other means.

7  
8 With leave of Court for good cause shown, the Parties may take discovery of an objector  
9 or an objector's counsel. Any Settlement Class Member that fails to comply with the provisions  
10 in this Order will waive and forfeit any and all rights it may have to object, and shall be bound  
11 by all the terms of the Settlement, this Order, and by all proceedings, orders, and judgments,  
12 including, but not limited to, the releases in the Settlement, if finally approved. Any Potential  
13 Settlement Class Member who both objects to the Settlement and submits an Exclusion Letter  
14 will be deemed to have opted-out and the objection shall be deemed null and void.

15  
16 14. Final Approval Hearing. A hearing will be held by this Court in the Courtroom of  
17 The Honorable Marsha J. Pechman, United States District Court for the Western District of  
18 Washington, United States Courthouse, 700 Stewart Street, Suite 14229, Seattle, WA 98101-  
19 9906 at \_\_\_\_\_ .m. on \_\_\_\_\_, 2024 ("Final Approval Hearing"), to  
20 determine: (a) whether the Settlement should be approved as fair, reasonable, and adequate to the  
21 Class; (b) whether the Final Approval Order should be entered in substance materially the same  
22 as Exhibit 4 to the Settlement Agreement; (c) whether the Settlement Agreement should be  
23 approved as fair, reasonable, and adequate to the Settlement Class; (d) whether to approve the  
24 application for service awards for the Named Plaintiffs ("Service Awards") and an award of  
25 attorneys' fees and litigation expenses ("Fee Award and Costs"); and (e) any other matters that  
26

1 may properly be brought before the Court in connection with the Settlement. The Final Approval  
 2 Hearing is subject to continuation or adjournment by the Court without further notice to the Class.  
 3 The Court may approve the Settlement with such modifications as the Parties may agree to, if  
 4 appropriate, without further notice to the Class.

5 15. Final Approval Briefing. All opening briefs and supporting documents in support  
 6 of a request for Final Approval of the Settlement and Settlement benefits must be filed and served  
 7 at least fourteen (14) days prior to the Final Approval Hearing. All briefing and supporting  
 8 documents in support of an application for Attorneys' Fees and Expenses and Service Awards  
 9 must be filed fourteen (14) days prior to the Objection Deadline. The deadline to file responses,  
 10 if any, to any objections, and any replies in support of final approval of the Settlement and/or  
 11 Class Counsel's application for attorneys' fees, costs, and expenses and for a Service Awards  
 12 must be filed and served at least four (4) days prior to the Final Approval Hearing.

13 16. CAFA Notice. Prior to the Final Approval Hearing, Class Counsel and Defendant  
 14 shall cause to be filed with the Court an appropriate affidavit or declaration with respect to  
 15 complying with the provision of notice as set forth in Section 2(b) of the Settlement.  
 16

17 17. Summary of Deadlines. In sum, the Court enters the following deadlines:

Action	Date
Defendant Provides Class List	Within 10 business days following entry of this Order
Notice Deadline	30 days following entry of this Order
Motion for Attorneys' Fees, Costs, and Service Awards Due	14 days prior to the Objection Deadline
Exclusion/Opt-Out Deadline	60 days after the Notice Deadline
Objection Deadline	60 days after the Notice Deadline
Motion for Final Approval Due	14 days prior to the Final Approval Hearing
Reply in Support of Motion for attorneys' fees, costs, and for a Service Award and Final Approval Motion	4 days prior to the Final Approval Hearing



Final Approval Hearing	(To be scheduled no earlier than 120 days after entry of this order).
Deadline to Submit Claims	90 days after the Notice Date

18. Extension of Deadlines. Upon application of the Parties and good cause shown, the deadlines set forth in this Order may be extended by order of the Court, without further notice to the Settlement Classes. Settlement Class Members must check the Settlement website (www.XXXXXX.com) regularly for updates and further details regarding extensions of these deadlines. The Court reserves the right to adjourn or continue the Final Approval Hearing, and/or to extend the deadlines set forth in this Order, without further notice of any kind to the Settlement Classes.

19. Conditional Nature of Certification and Use of this Order. If the Settlement is not finally approved by the Court, this Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Order. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be construed or used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class Member that its claims lack merit or that the relief requested is inappropriate, improper, and unavailable; and shall not constitute a waiver by any party of any defense (including, without limitation, any defense to class certification) or claims it may have in this Litigation or in any other lawsuit.

1 IT IS SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

2  
3  
4 \_\_\_\_\_  
Hon. Marsha J. Pechman  
U.S. District Court Judge

5  
6 Presented by:

7  
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9 By: */s/draft* \_\_\_\_\_

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