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IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. CACE 06-2025-18776

MICHAEL TOIKACH, BEATA TOIKACH, RAVEEN BHATT, PORTIA MARIE SMITHSON, SCOTT HOLLAND, RALPH NGUYEN, and ANDY ANSRYAN, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

CHRISTIAN DIOR, INC,

Defendant.

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant, as of the last date set forth on the signature page below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant sells women's and men's and luxury haute couture and ready-to-wear fashion, leather goods, accessories, and jewelry. Many of its customers, for example Plaintiff Toikach, reside in Broward County, Florida.

2. Through the different touchpoints that customers use to interact with Defendant and its affiliates ("Dior"), Dior collects personal information from its customers.

3. On or about May 7, 2025, Dior identified a potential cybersecurity incident. In

[1] All capitalized terms herein shall have the same meanings as those defined in Section II below.

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response, it promptly conducted an investigation, which determined that an unauthorized third party was able to gain access to a Dior database that contained information about Dior customers on January 26, 2025. The Dior database contained personal information such as first and last name, contact information, address, date of birth, and other information customers may have provided to Dior, including, in limited circumstances, certain government identification numbers and Social Security numbers. Defendant promptly took steps to contain the incident.

4. On or around July 18, 2025, Dior provided written notice of the Data Incident to approximately 78,000 impacted individuals in the United States.

5. Shortly thereafter, a number of actions seeking to represent a nationwide class of impacted individuals were filed in the United States District Court for the Southern District of New York seeking damages related to the Data Incident. Following the filing of those actions, Plaintiffs and Defendant began exploring early resolution.

6. Plaintiffs requested, and Defendant provided, informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

7. The Parties' counsel, who are experienced in class actions and specifically data breach litigation, discussed the terms of a classwide settlement over the course of seven weeks, from mid-October to early December 2025. The negotiations were arms-length and hard fought. During the negotiations, the Parties decided that venue was proper in this Court, including because several of the named Plaintiffs reside in Florida.

8. Consequently, Plaintiffs dismissed their respective actions and filed the Action. The Complaint alleges claims against Defendant for negligence, negligence *per se*, breach of implied

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contract, invasion of privacy, and unjust enrichment on behalf of a national class.

9. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and solely to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made or claims asserted in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

10. "**Action**" means the class action lawsuit entitled: *Michael Toikach, et al. v. Christian Dior, Inc.*, Case No. CACE 25-18776, pending in the 17th Judicial Circuit in and for

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Broward County, Florida.

11. "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this agreement, and all exhibits attached hereto, between Plaintiffs and Defendant.

12. "**Application for Attorneys' Fees, Costs, and Service Awards**" means the application made with the Motion for Final Approval seeking Class Counsel's Attorneys' Fees and Costs and Service Awards for the Class Representatives.

13. "**Attorneys' Fees and Costs**" means the attorneys' fees, expenses, and costs reasonably incurred by Class Counsel in prosecuting the Action, as approved by the Court upon motion by Class Counsel, which shall not exceed $400,000 in total. Such amounts may include, without limitation, court filing fees, transcript costs, expert and consultant fees, legal research charges, travel expenses, mediation fees, and other litigation-related costs.

14. "**Cash Payment**" means the compensation paid to Settlement Class Members who submit valid Claims for Cash Payment for Documented Losses and/or Cash Payment for Tier 1 Settlement Class Members herein.

15. "**Cash Payment for Documented Losses**" means the up to $1,500.00 in cash compensation that all Settlement Class Members with documented, unreimbursed out-of-pocket costs or financial losses directly resulting from fraud and/or identity theft and directly related to the Data Incident, may elect under the Settlement.

16. "**Cash Payment for Tier 1 Settlement Class Members**" means the $100.00 in cash compensation that Settlement Class Members whose Social Security numbers were impacted in the Data Incident may elect under the Settlement.

17. "**Claim**" means the submission of a Claim Form by a Claimant.

18. "**Claimant**" means an individual who submits a Claim Form for Settlement Class

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Member Benefits to the Settlement Administrator.

19. "**Claim Form**" means the proof of claim, substantially in the form attached hereto as ***Exhibit 6***, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

20. "**Claim Form Deadline**" shall be 30 days before the initial scheduled Final Approval Hearing.

21. "**Claim Process**" means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine which are Valid Claims.

22. "**Class Counsel**" means: Jeff Ostrow of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg PLLC.

23. "**Class List**" means the list of Settlement Class Members provided to the Settlement Administrator by Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant's records. To the extent maintained by Defendant, the Class List shall include the Settlement Class Members' full names and current addresses.

24. "**Class Representatives**" means the Plaintiffs the Court approves as representatives of the Settlement Class.

25. "**Complaint**" means the Class Action Complaint filed in this Action.

26. "**Court**" means the 17th Judicial Circuit in and for Broward County, Florida, and the Judge(s) assigned to the Action.

27. "**Credit Monitoring**" means the two years of one bureau of credit monitoring services that all Settlement Class Members may elect under the Settlement.

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28. "**Data Incident**" means the cybersecurity incident involving Defendant that occurred on January 26, 2025, and that Defendant provided notice of on or around July 18, 2025.

29. "**Defendant**" means Christion Dior, Inc., the defendant in the Action.

30. "**Defendant's Counsel**" means Wesley Sze of Gibson, Dunn & Crutcher LLP.

31. "**Effective Date**" means the later of: (a) 31 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 31 days after the last appellate court ruling affirming the Final Approval Order or 31 days after the entry of a dismissal of the appeal.

32. "**Email Notice**" means the email notice of the Settlement, substantially in the form attached hereto as ***Exhibits 1 and 2***, that will be emailed to Settlement Class Members.

33. "**Final Approval**" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

34. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

35. "**Final Approval Order**" means the final order the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as ***Exhibit 8***.

36. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 5*** that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

37. "**Motion for Final Approval**" means the motion that Plaintiffs and Class Counsel shall file with the Court, subject to prior review and approval by Defendant's Counsel, seeking

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Final Approval of the Settlement.

38. "**Motion for Preliminary Approval**" means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

39. "**Notice**" means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

40. "**Notice Program**" means the methods provided for in this Agreement for giving Notice to the Settlement Class and includes the Email Notice, Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

41. "**Notice of Deficiency**" means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

42. "**Objection Deadline**" means 30 days before the initial scheduled Final Approval Hearing.

43. "**Opt-Out Deadline**" means 30 days before the initial scheduled Final Approval Hearing.

44. "**Party**" means either Plaintiffs or Defendant, and "**Parties**" means Plaintiffs and Defendant collectively.

45. "**Plaintiffs**" means Michael Toikach, Beata Toikach, Raveen Bhatt, Portia Marie Smithson, Scott Holland, Ralph Nguyen, and Andy Ansryan, the plaintiffs in the Action.

46. "**Postcard Notice**" means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibits 3 and 4***, that will be mailed to Settlement Class Members.

45. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

46. "**Preliminary Approval Order**" means the order preliminarily approving the

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Settlement and the Notice Program substantially in the form attached hereto as ***Exhibit 7***.

47. "**Personal Information**" means the personal information of individuals that Defendant identified as being compromised or potentially compromised by the Data Incident, including: first and last name, contact information, address, date of birth, and other information customers may have provided to Dior, such as government identification numbers and, in a small number of cases, Social Security number.

48. "**Releases**" means the releases and waiver set forth in Section XI of this Agreement.

49. "**Released Claims**" means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, liquidated or unliquidated, matured or unmatured, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary, or multiplied damages, expenses, costs, indemnities, attorneys' fees and/or obligations, monetary sanctions or damages for contempt, defenses, rights, and suits, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory, or common law or any other law, rule, or regulation of any kind against the Released Parties, or any of them, arising out of or relating to the Data Incident, including any theories of recovery that were, or could have been, raised at any point in the respective actions.

50. "**Released Parties**" means (a) Defendant and each of its past, present, and future heirs, assigns, associates, corporations, investors, owners, direct and indirect parents, direct and indirect subsidiaries, joint ventures, affiliates (including, but not limited to, Christian Dior Couture SAS and affiliates thereof), and any other legal entities, whether foreign or domestic, that are owned or controlled by Defendant; and (b) Defendant and each of its past, present, and future insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants,

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employees, partners, advisors, representatives, and attorneys, and all their respective predecessors, successors, managers, administrators, executors, and trustees. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

51. "**Releasing Parties**" means Plaintiffs and Settlement Class Members and each of their respective heirs, personal representatives, devisees, beneficiaries, conservators, executors, estates, administrators, successors, predecessors, assigns, trustees, receivers, guardians, agents, and any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf.

52. "**Service Awards**" means the monetary payments, if any, to be made to the Class Representatives in recognition of their time, effort, and risks undertaken in serving as representatives of the Settlement Class, as approved by the Court upon motion by Class Counsel, which shall not exceed $2,500.00 for each named Plaintiff.

53. "**Settlement Administrator**" means Simpluris, Inc. or "Simpluris," the third-party notice and claims administrator jointly selected by the Parties.

54. "**Settlement Administration Costs**" means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

55. "**Settlement Class**" means all U.S. individuals who were sent notice by Defendant that their Personal Information may have been impacted in the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) Defendant's legal representatives; (c) governmental entities; and (d) the Judge assigned to the Action, the

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Judge's immediate family, and Court staff.

56. "**Settlement Class Member**" means any member of the Settlement Class who has not opted out of the Settlement.

57. "**Settlement Class Member Benefits**" means the Cash Payment and Credit Monitoring that Settlement Class Members may elect in the Settlement.

58. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least 90 days after Final Approval.

59. "**Tier 1 Class Members**" are those members of the Settlement Class whose Social Security numbers may have been impacted in the Data Incident.

60. "**Valid Claim**" means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned (via mail or online) and received by the Settlement Administrator by 11:59 p.m. Eastern Time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature.

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Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

61. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided, however, that if a Final Approval Order is not issued, then any certification shall be null and void. For the avoidance of doubt, Defendant does not consent to class certification for any purpose other than to effectuate this Settlement, and its agreement to provisional class certification does not constitute an admission that class certification would be appropriate for litigation or for any purpose other than to effectuate this Settlement. Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

IV. Settlement Consideration

62. Defendant has agreed to pay the following: (a) all Settlement Administration Costs; (b) Cash Payments to Settlement Class Members; (c) the cost of Credit Monitoring; and (d) any attorneys' fees, costs, and Service Awards awarded by the Court.

63. Each Settlement Class Member must submit a Valid Claim to receive a Cash Payment and/or Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim, he or she will still be bound by the Releases without receiving a Settlement Class Member Benefit.

64. ***Cash Payments*** – All Settlement Class Members may submit a Claim for a Cash Payment for Documented Losses, and Tier 1 Class Members may also choose a Cash Payment for

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Tier 1 Settlement Class Members.

a. **Cash Payment for Documented Losses**

All Settlement Class Members may submit a claim for a Cash Payment under this section for up to $1,500.00 per Settlement Cass Member upon presentment of reasonable documented losses as a result of fraud and/or identity theft related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must select Cash Payment for Documented Losses on the Claim Form attesting to having incurred documented losses directly related to fraud and/or identity theft and directly related to the Data Incident. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Reimbursable losses shall be defined as bank fees, overdraft charges, late fees, or declined payment fees resulting from fraud; charges for credit monitoring or identity theft protection purchased in response to the data breach; costs incurred to place or remove a credit freeze; professional fees paid to address identity fraud (e.g., accountants, attorneys, fraud specialists); replacement costs for government-issued identification or documents; and long-distance phone charges, postage, notary, or similar incidental costs; fraudulent, unreimbursed charges; or financial loss directly traceable to misuse of personal information obtained in the breach. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. Additionally, all reimbursable losses must have been incurred between July 18, 2025, and the date upon which the Notice Program is commenced. If a Settlement Class Member does not submit reasonable documentation supporting

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a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

b. **Cash Payment for Tier 1 Settlement Class Members.**

In addition to a claim for a Cash Payment for Documented Losses (if applicable), only Tier 1 Settlement Class Members may elect to receive a Cash Payment for Tier 1 Settlement Class Members, which is a $100.00 flat cash payment.

65. **Credit Monitoring**

In addition to a Cash Payment, all Settlement Class Members will be entitled to elect two years of credit monitoring services from one bureau.

V. Settlement Approval

66. Within five days of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request that the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Jeff Ostrow and Mariya Weekes as Class Counsel; (7) appoint Plaintiffs as the Class Representatives; (8) appoint Simpluris as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

67. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement

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Administrator. The Parties shall jointly oversee the Settlement Administrator. Defendant shall be solely responsible for payment of all Settlement Administration Costs and shall enter into a separate agreement with the Settlement Administrator in connection therewith. Plaintiffs, the Settlement Class, and Class Counsel shall have no liability under that agreement or for the Settlement Administration Costs. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the Florida Constitution.

68. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, distributing the Cash Payments to Settlement Class Members and ensuring Credit Monitoring codes are sent to those who submit Valid Claims.

69. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program and overseeing the Claim Process;

b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call or otherwise communicate such inquiries;

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e. Responding to any mailed Settlement Class Member inquiries;

f. Processing all opt-out requests from the Settlement Class;

g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information, provided that the reports to Class Counsel do not contain the name, email address, mailing address, or other personal identifying information of any Settlement Class Member;

h. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;

j. Collecting from Defendant and/or its insurer(s) the funds necessary to pay Valid Claims for Cash Payments and to pay for the Credit Monitoring;

k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims;

l. Ensuring Credit Monitoring codes are sent to Settlement Class Members who submit Valid Claims; and

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m. Any other Settlement administration function at the instruction of Class Counsel and Defendant.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

70. Defendant will make available to the Settlement Administrator the Class List no later than five days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement. The Settlement Administrator shall not share the Class List, or any information contained within the Class List, with Plaintiffs or Class Counsel.

71. Within 20 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program. Settlement Class Members shall be sent an Email Notice or, if an email address is not available, a single-sided Postcard Notice.

72. The Notice Program shall be completed no later than 45 days before the initial date set for the Final Approval Hearing.

73. The Email Notice and Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline; the Objection Deadline; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

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74. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

75. The Long Form Notice shall include a description of the procedure for Settlement Class Members to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator, which must be received by the Settlement Administrator by no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

76. The Long Form Notice shall also include a description of the procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice,

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and the relevant Settlement Class Member must not have excluded himself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

77. For an objection to be considered by the Court, the objection must also set forth:

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections

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that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. whether the objector and/or his or her counsel will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector or their counsel intend to testify and/or argue at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

VIII. Claim Form Process and Disbursement of Cash Payments

78. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

79. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by printing a copy of the Claim Form and mailing it to the Settlement Administrator at the address designated on the Claim Form.

80. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

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81. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplicate, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

82. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

83. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the

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contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 10 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant's Counsel and Class Counsel otherwise agree.

84. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

a. Failure to fully complete and/or sign the Claim Form;

b. The Claim Form is illegible;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a valid request to opt-out of the Settlement Class;

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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85. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 15 days from the Claim Form Deadline to approve or reject Claims.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. Class Counsel or Defendant's Counsel may contest any determination by the Settlement Administrator. Should any such contestation occur, Class Counsel, Defendant's Counsel, and the Settlement Administrator shall promptly confer in good faith to reach resolution of any such disputed Claim.

e. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

86. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

87. The Settlement Administrator shall submit an invoice to Defendant for payment of all Valid Claims (Cash Payments and Credit Monitoring) after the Effective Date, and in no event

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later than five days following the Effective Date. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount within 30 days of receipt of the invoice from the Settlement Administrator.

88. No later than 45 days following receipt of the funds from Defendant, the Settlement Administrator shall distribute the Cash Payments.

89. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Settlement Class Members will elect their form of payment on their Claim Form. Paper checks must be negotiated within 90 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the complication using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

90. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

IX. Final Approval Order and Final Judgment

91. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the

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initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

92. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

a. Determine that the Settlement is fair, adequate, and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the other Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Service Awards, Attorneys' Fees, and Costs

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93. ***Service Awards*** **-** Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to $2,500.00 each, subject to Court approval. The Service Awards shall be payable separate from the Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards by check or wire transfer to an account designated by Class Counsel no later than 30 days following both of: (i) the Effective Date, and (ii) the receipt by Defendant of any necessary tax forms from Class Counsel (e.g., W-9 and other required standard documentation or forms) in a form reasonably satisfactory to Defendant to complete the payment of Service Awards.

94. ***Attorneys' Fees and Costs*** **-** Class Counsel shall apply to the Court for an award of attorneys' fees and costs of $400,000.00, to be paid by or on behalf of Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the Settlement Class Member Benefits to Settlement Class Members. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and cost award by check or wire transfer to an account designated by Class Counsel no later than 30 days following both of: (i) the Effective Date, and (ii) the receipt by Defendant of any necessary tax forms from Class Counsel (e.g., W-9 and other required standard documentation or forms) in a form reasonably satisfactory to Defendant to complete the payment of any such award.

95. This Settlement is not contingent on approval of the request for Attorneys' Fees, Costs or Service Awards, and if the Court denies any or all of the requests or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for Attorney's Fees and Costs and the Service Awards were not negotiated until after all material terms of the Settlement.

XI. Releases

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96. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any federal law, state law, or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq*. and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq*., and any analogous or similar state or federal statutes. The Releasing Parties expressly waive all rights under California Civil Code section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

97. Members of the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any

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Settlement Class Member Benefit, under the Settlement.

98. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member, or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XII. Termination of Settlement

99. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

a. Court approval of the Settlement consideration and releases set forth herein;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

100. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

101. Additionally, Defendant may, in its sole discretion, terminate this Agreement if the number of valid opt outs exceeds 500 individuals.

102. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this

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Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XIII. Effect of Termination

103. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

104. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

105. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be

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certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

106. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted an independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

107. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

108. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or Settlement Class Members, or of any wrongdoing or liability 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

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the Action or in any proceeding in any court, administrative agency, or other tribunal.

109. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XV. Miscellaneous Provisions

110. ***Confidentiality***. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the settlement that has not been approved by the other Party, except as required or authorized by law. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

111. ***Gender and Plurals***. As used in this Agreement, the masculine, feminine, or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

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112. ***Binding Effect***. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

113. ***Cooperation of Parties***. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

114. ***Obligation to Meet and Confer***. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

115. ***Integration and No Reliance***. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as provided for herein.

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

117. ***Governing Law***. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of Florida, without regard to the principles thereof regarding choice of law.

118. ***Counterparts***. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

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Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

119. ***Jurisdiction***. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

120. ***Notices***. All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Jeff Ostrow
KOPELOWITZ OSTROW P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

If to Defendant or Defendant's Counsel:

Wesley Sze
GIBSON, DUNN & CRUTCHER LLP
310 University Avenue
Palo Alto, CA 94301
wsze@gibsondunn.com

The notice recipients and addresses designated above may be changed by written notice. Upon the

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request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

121. ***Modification and Amendment***. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

122. ***No Waiver***. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

123. ***Authority***. Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

124. ***Agreement Mutually Prepared***. Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

125. ***Independent Investigation and Decision to Settle***. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the

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subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they have reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

126. ***Receipt of Advice of Counsel***. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signatures on the following page

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CLASS COUNSEL (for Plaintiffs)

Jeffrey Ostrow
Jeffrey Ostrow (Jan 27, 2026 11:05:46 EST)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

Mariya Weekes
Mariya Weekes (Jan 27, 2026 11:08:59 EST)

MARIYA WEEKES
MILBERG PLLC

DEFENDANT CHRISTIAN DIOR, INC.

Signed by:
Michael Tardy
6BA3AC7BFB1040D...

By: Michael Tardy

Its: SVP Finance and Operations, Americas

COUNSEL FOR DEFENDANT

Signed by:
Wesley Sze
2EE1C652FC85490...

WESLEY SZE
GIBSON, DUNN & CRUTCHER LLP

Public court record.

This copy was downloaded from https://cw.simpluris.com/docs/public/downloads/CTC/SETTLEMENT_
on 2026-11-02 and is hosted, unaltered, for reference at
https://chimo.ai/class-action/christian-dior

Court: Circuit Court for Broward County, Florida
Case number: CACE 25-18776

Chimo hosts public court records for readers' reference; documents are
unaltered copies from the court docket or the court-approved settlement website.