

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between Caroline Edri, Belle De Santiago, Anamari Laurentz, and Kerton Lemaine (“Plaintiffs”), both individually and on behalf of the Settlement Class, and Advanced Recovery Equipment & Supplies, LLC (“Advanced Recovery” or “Defendant”) in the case of *Edri, et al. v. Advanced Recovery Equipment & Supplies, LLC*, No. 529489/2024 (N.Y. Sup. Ct., Kings Cnty.) (the “Litigation”). Plaintiffs and Advanced Recovery are referred to herein each as a “Party” and collectively as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On October 31, 2024, Plaintiff Edri filed a class action lawsuit against Advanced Recovery premised on a third-party cyberattack perpetrated against Advanced Recovery’s network from June 27, 2023, through July 28, 2023 (the “**Incident**” or “**Data Security Incident**”). In the following days, related class actions complaints were filed against Advanced Recovery relating to the Data Security Incident.

2. On December 13, 2024, Plaintiffs filed a motion seeking consolidation and the appointment of class leadership. On May 15, 2025, the Court entered an order consolidating the related actions and appointing interim class leadership.

3. On June 16, 2025, Plaintiffs filed a consolidated class action complaint (“**Consolidated Complaint**”).

4. Following arms-length negotiations over the course of several months, including the exchange of informal discovery, the Parties negotiated a settlement by which the Parties agree and hereby wish to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims Plaintiffs and Settlement Class Members have or may have had against Advanced Recovery and its related persons and entities, as set forth herein.

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

6. Advanced Recovery has denied and continues to deny (a) all allegations and claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else of any kind whatsoever that have or could have been asserted in this Litigation or may be asserted in the future concerning the Incident; (b) that the Representative Plaintiffs in the Litigation and the class they purport to represent have suffered any damage, and (c) that the Litigation satisfies the requirements to be certified and tried as a class action. Despite Advanced Recovery’s position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, Advanced Recovery desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or

negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability by Advanced Recovery and any related persons or entities, nor shall it constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in this action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Advanced Recovery or admission by any of the Parties of the validity or lack thereof of any claim, allegation, or defense asserted in this Litigation or in any other action.

7. The Parties now enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the Litigation is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs' determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

8. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

9. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasers release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

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

10. “**Administrative Expenses**” shall mean expenses associated with the Settlement Administrator, including but not limited to actual costs in providing notice, communicating with Settlement Class Members, and disbursing payments to the proposed Settlement Class Members.

11. “**Approved Claims**” shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

12. “**Claim Form**” shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit C**.

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

14. “**Class,**” “**Settlement Class,**” “**Class Member,**” or “**Settlement Class Member**” shall mean each member of the Settlement Class, as defined in Section III of this Settlement Agreement, who does not timely elect to be excluded from the Settlement Class.

15. “**Class Counsel**” shall mean Siri & Glimstad LLP, the Murphy Law Firm, Milberg, PLLC, and Kopelowitz Ostrow P.A.

16. “**Counsel**” or “**Counsel for the Parties**” means both Class Counsel and Defendant’s Counsel, collectively.

17. “**Court**” shall mean the Supreme Court of the State of New York, County of Kings, having jurisdiction over the pending Litigation.

18. “**Defendant**” or “**Advanced Recovery**” shall mean Advanced Recovery Equipment & Supplies, LLC.

19. “**Defendant’s Counsel**” shall mean Jared D. Brown of McDonald Hopkins PLC.

20. “**Effective Date**” shall mean the date when the Settlement Agreement becomes Final, which is 30 days after the Court’s grant of the Final Approval Order assuming no appeals have been filed. If an appeal is filed, the Effective Date will become 30 days from when the appeal is finalized and a final judgment is entered in this case.

21. “**Fee and Expense Application**” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees and expenses, as well as a Service Award for the Class Representatives.

22. “**Fee and Expense Award**” means the amount of combined attorneys’ fees and expenses awarded by the Court to Class Counsel, which shall not exceed \$315,000.00.

23. “**Final**” means the Final Approval Order has been entered on the docket, and (1) the time to appeal from such order has expired and no appeal has been timely filed; (2) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

24. “**Final Approval Hearing**” means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee and Expense Award, and approving Service Awards to the Class Representatives.

25. “**Final Approval Order**” shall mean an order entered by the Court that:

- i. Certifies the Settlement Class pursuant to the NY CPLR § 901;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiffs' claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Release provided in Section VII and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- vi. Finds that there is no just reason for delay of entry of final judgment with respect to the foregoing.

26. “**Frequently Asked Questions**” or “**FAQs**” are questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

27. “**Litigation**” shall mean the consolidated action captioned *Edri, et al. v. Advanced Recovery Equipment & Supplies, LLC*, No. 529489/2024 (Sup. Ct., Kings Cnty.).

28. “**Long-Form Notice**” is the content of the notice substantially in the form of **Exhibit A** which is the detailed, long-form notice that will be posted on the Settlement Website that will include robust details about the Settlement.

29. “**Notice**” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A** (Long-Form Notice) and **B** (Short-Form Notice), consistent with the requirements of due process. The Notice Date in this case will be 30 days after the Court enters the Preliminary Approval Order.

30. “**Objection/Exclusion Deadline**” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as a date approximately 60 days after Notice Date, or such other date as ordered by the Court.

31. “**Parties**” shall mean Plaintiffs and Advanced Recovery, collectively.

32. “**Plaintiffs**” or “**Class Representatives**” shall mean the named class representatives, Caroline Edri, Belle De Santiago, Anamari Laurentz, and Kerton Lemaine.

33. “**Preliminary Approval Order**” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. The proposed Preliminary Approval Order is attached as **Exhibit D**.

34. “**PII**” or “**Private Information**” means names, patient numbers, dates of birth, Social Security numbers, financial account information and/or payment card information, driver’s license numbers or state identification numbers, medical information, usernames and passwords, health insurance information, and any other personally identifiable information or protected health information that Defendant may have collected and maintained.

35. “**Reminder Notice**” means the reminder notice that the Settlement Administrator will send to Class Members who have not yet submitted a claim and for whom the Settlement Administrator has an email address 30 days before the Claims Deadline. The Reminder Notice shall be issued only in the event that the claims rate is less than 2% as of 30 days after Notice has been issued to the Settlement Class.

36. “**Released Claims**” shall have the meaning ascribed to it as set forth in Section VII of this Settlement Agreement.

37. “**Released Parties**” shall have the meaning ascribed to it as set forth in Section VII of this Settlement Agreement.

38. “**Releasors**” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

39. “**Service Award**” shall have the meaning ascribed to it as set forth in Section XV of this Settlement Agreement. The Service Award requested in this matter will be \$2,500.00, subject to court approval.

40. “**Settlement Administrator**” means, subject to court approval, RG/2 Claims Administration LLC, an entity jointly selected and supervised by Class Counsel and Advanced Recovery to administer the settlement.

41. “**Settlement Payment**” means the amount for claims made under the terms of this Settlement Agreement. The actual amount of the Settlement Payment paid for Approved Claims will be determined on a “claims made” basis such that only those individual Approved Claims will be funded up to the maximum amount. The Service Awards to Plaintiffs are in addition to any Settlement Payment they may receive.

42. “**Settlement Website**” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including an electronic claim form substantially similar to **Exhibit C** (or a form of that document that is approved by the Court), this Settlement Agreement, and all court documents related to the Settlement. The Settlement Website, www.AdvancedRecoveryDataSettlement.com, will be publicly viewable and

contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long-Form Notice, Short-Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed or emailed to the Settlement Administrator, and the deadlines for filing a Claim, Objection, Exclusion requests, and the date of the Final Approval Hearing. The Settlement Website will remain active until 90 days after the Effective Date.

43. “**Short-Form Notice**” is the postcard notice that will be mailed to each available Settlement Class Member and/or emailed to the Settlement Class Members, in the same or substantially similar form as **Exhibit B** hereto.

III. SETTLEMENT CLASS CERTIFICATION

44. For the purposes of the Settlement only, the Parties stipulate and agree that: (1) the Class shall be certified in accordance with the definition contained herein; (2) Plaintiffs shall represent the Class for settlement purposes and shall be the Class Representatives; and (3) Class Counsel shall be appointed as Class Counsel.

45. Advanced Recovery does not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or successfully challenged on appeal, any certification of any Class will be vacated and the Parties will be returned to their positions with respect to the Litigation as if the Settlement Agreement had not been entered into. In the event that Final Approval of the Settlement is not achieved: (1) any court orders preliminarily or finally approving the certification of any class contemplated by this Settlement Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (2) the fact of the settlement reflected in this Settlement Agreement, that Advanced Recovery did not oppose the certification of a Class under this Settlement Agreement, or that the Court preliminarily approved the certification of a Class for purposes of the settlement, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class in this Litigation or in any other litigation.

46. The settlement shall be administered on a wholly claims-made basis. To receive any relief, Settlement Class Members, as defined below, must submit a valid and timely claim to the Settlement Administrator.

47. Subject to court approval, the following Settlement Class shall be certified for settlement purposes:

All persons residing in the United States whose PII was compromised in the Data Security Incident announced by Advanced Recovery in or around October 2024.

48. Excluded from the Class are: (1) any entity in which Advanced Recovery has a controlling interest and (2) the affiliates, legal representatives, attorneys, successors, heirs, and

assigns of Advanced Recovery. Excluded also from the Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

49. It is estimated that the Class is comprised of approximately 67,000 individuals.

50. These individuals constitute the “Settlement Class” solely for purposes of certifying a settlement class in this Litigation. If for any reason the Settlement is not granted preliminary and/or final approval, Advanced Recovery’s agreement to certification of the Settlement Class shall not be used for any purpose, including in any request for class certification in the Litigation or any other proceeding.

IV. SETTLEMENT OF LITIGATION AND ALL CLAIMS AGAINST RELEASED PARTIES

51. Final approval of this Settlement Agreement will settle and resolve with finality, on behalf of the Plaintiffs and the Settlement Class, the Litigation and the Released Claims, as described in Section VII.

V. SETTLEMENT BENEFIT ALLOCATION

52. Settlement Benefits

- a. **Reimbursement of Out-of-Pocket Losses**: Advanced Recovery will agree to make available the following reimbursements to Settlement Class Members who submit valid and timely claim forms. Claims will be subject to review for completeness and validity by the Settlement Administrator.
 - i. **Ordinary Out-of-Pocket Losses**. Settlement Class Members may submit a claim for Ordinary Out-of-Pocket Losses up to \$750.00 per individual. “Ordinary Out-of-Pocket Losses” are actual, documented, and unreimbursed costs or expenditures incurred as a result of the Incident, including but not limited to bank fees, long distance telephone charges, cellular telephone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, or fees for credit reports, credit monitoring or other identity-theft insurance product purchased between October 18, 2024, and the date of the close of the Claims Period; and/or
 - ii. **Extraordinary Out-of-Pocket Losses**. In addition to submitting a claim for Ordinary Out-of-Pocket Losses, Settlement Class Members may submit a claim for Extraordinary Out-of-Pocket Losses up to \$3,500.00 per individual. “Extraordinary Out-of-Pocket Losses” are actual, documented, and unreimbursed costs or expenditures incurred by a Settlement Class Member that are more likely than not directly arising from identity theft or other fraud perpetrated against the Settlement Class Member as a result of the

Data Incident. These may include, but are not limited to, (i) the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or (ii) other possible misuse of Settlement Class Member's Private Information.

In order to be an out-of-pocket loss for which reimbursement can be claimed, the following conditions must be met:

- i. The loss is an actual, documented, and unreimbursed monetary loss;
- ii. The loss was caused by the Incident;
- iii. The loss occurred after the date of the Incident and before the Claims Deadline; and
- iv. The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit-monitoring insurance and identity theft insurance.

Settlement Class Members with any of the out-of-pocket losses set forth above must submit adequate documentation establishing the full extent of their claims. This can include receipts or other documentation as long as it is 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 to or support other submitted documentation.

- b. **Cash Payment.** Settlement Class Members may submit a claim for a fifty-dollar (\$50.00) cash payment. Cash Payments made under the terms of the Settlement will be subject to an aggregate cap of \$325,000.00. Should this cap be reached, payments under this Section will be subject to *pro rata* reductions based on the number of Settlement Class Members who have sought this benefit.
- c. **Credit Monitoring.** Advanced Recovery will pay for additional credit-monitoring services as follows:
 - i. All Settlement Class Members shall be offered the opportunity to claim a two-year membership of one-bureau ("1B") credit monitoring with \$1,000,000.00 in identity theft/fraud insurance.
 - ii. The additional credit-monitoring services noted in (i) are in addition to any credit-monitoring services Advanced Recovery initially offered related to the Data Security Incident.

- iii. Settlement Class Members who elect to receive the credit monitoring provided herein must provide his or her email address on the Claim Form.
- d. **Release**: The relief stated above will be provided to Settlement Class Members as consideration for a general release of Advanced Recovery and Released Parties set forth in Section VII below.
- e. **Settlement Administration Fees**: Advanced Recovery will pay the entirety of the settlement administration fees, including without limitation the actual cost of notice to the class and claims administration.
- f. **Settlement Administration Process**: After the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice in a manner reasonably agreed upon by the Parties.

After the Court enters an order approving the Settlement, the Settlement Administrator shall provide the requested relief to all Settlement Class Members that made a valid and timely claim, subject to the individual caps on settlement class monetary payments set forth herein.

- g. **Settlement Payments**: Within 21 days of the Claims Finalization Date (as defined herein) and receipt of payee instructions and a Form W-9 for the Settlement Administrator, Advanced Recovery or its insurer shall pay to the Settlement Administrator sufficient funds to satisfy the monetary payments described in Section 52(a) and 52(b). Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the funds paid by Advanced Recovery shall be used to satisfy Approved Claims for Settlement Class Members in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice.
- h. **Escrow Agent**: The funds provided by Advanced Recovery to the Settlement Administrator will be maintained by an escrow agent as a court-approved Qualified Settlement Payment pursuant to Section 1.468B-1, et seq., of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account.

53. **Procedure for Approving Settlement**

- a. **Unopposed Motion for Preliminary Approval**. Plaintiffs will file an unopposed motion for an order conditionally certifying the Settlement Class, granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the appointment of the Settlement Administrator, the proposed settlement website, issuance of the draft Class

Notice and use of the proposed Claim Form (the “Unopposed Motion for Preliminary Approval”).

- i. At any hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Class and preliminary approval of the Settlement; appointing the Class Representatives and Class Counsel; approving the Claim Form and the forms of notice to the Settlement Class; and setting the Final Approval Hearing.
- ii. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be conditionally certified in accordance with the definition contained above, that Plaintiffs shall be conditionally appointed class representatives for the Class, and that Class Counsel shall be conditionally appointed as counsel for the Class. Should the Court decline to preliminarily approve any material aspect of the Settlement, the Settlement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Litigation as if the Settlement had not occurred.

54. **Submission and Evaluation of Claims**

- a. **Claims Period:** The Parties agree that the period for filing claims shall be set at a date certain at no more than 90 days from the date that notice is mailed to the Settlement Class.
- b. **Claim Form:** All claims must be submitted on a Claim Form. The Claim Form will require the Settlement Class Member to provide his or her full name, home mailing address, and telephone number, and unique claim ID on their Short Form Notice; and a signature affirming the accuracy of the provided information.
- c. The Claim Form shall permit Settlement Class Members to claim up to \$750.00 for reimbursement of ordinary documented losses, up to \$3,500.00 for reimbursement of extraordinary documented losses, a \$50.00 cash payment (subject to pro rata decrease if the aggregate amount for this benefit exceeds \$325,000.00), and claim the credit monitoring.
- d. The Claim Form must be submitted (either electronically submitted or postmarked) on or before the Claims Deadline. The Claim Form shall be substantially in the form attached hereto as **Exhibit C**.
- e. Completed Claim Forms shall be submitted directly to the Settlement Administrator either electronically via the Settlement Website, via electronic mail, or via U.S. Mail for processing, assessment, and payment (when properly submitted) as provided by this Settlement Agreement.

- f. Any Claim Form that lacks the requisite information will be deemed to be incomplete and invalid.
- g. A Settlement Class Member is not entitled to any compensation or to enrollment in the credit-monitoring services if: (1) he or she submits a Claim Form after the Claims Deadline; (2) if the Claim Form is incomplete or invalid after an opportunity to cure any error(s) and/or omission(s) or contains false information; and/or (3) if the class member excludes him- or herself.
- h. Within 21 days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and shall determine which claims are valid and initially approved and which claims are initially rejected. The Settlement Administrator may accept or reject any Claim Form submitted upon its sole discretion, and may request additional information prior to initially accepting or rejecting any Claim Form submitted. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for abuse and/or fraud and shall deny Claim Forms which are materially incomplete, where there is evidence of abuse and/or fraud, or where the Claim Form does not meet the requirements set forth in this Agreement.
- i. Within 30 days of the Claims Deadline, the Settlement Administrator will submit to Counsel for the Parties a report listing all initially approved Claims (“Initially Approved Claims List”). Within 30 days after the Claims Deadline, the Settlement Administrator will also submit to the Parties a report listing all initially rejected Claims (“Initially Rejected Claims List”).
- j. Counsel for the Parties shall have 14 days after the date they receive the Initially Approved Claims List to audit and challenge any initially approved claims. Within 14 days after Counsel for the Parties receive the Initially Approved Claims List, they shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially approved claim they wish to challenge and the reasons for the challenge.
- k. Similarly, Counsel for the Parties may challenge any claim initially rejected by the Settlement Administrator. Counsel for the Parties shall have 14 days after the date they receive the Initially Rejected Claims List to audit and challenge any initially rejected claims. Within 14 days after Counsel for the Parties receive the Initially Rejected Claims List and related Claim Forms, they shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially rejected claim they wish to challenge and the reasons for the challenge.
- l. Counsel for the Parties shall meet and confer in an effort to resolve any disputes over any challenged claims. If the challenges are not withdrawn or resolved, the decision of the Settlement Administrator will be upheld. After

the Effective Date, the date all claims are finalized without any further dispute shall be referred to as the “**Claims Finalization Date.**” If neither Class Counsel nor Advanced Recovery’s Counsel have any challenges to the initial claims determination reached by the Settlement Administrator, then the Claims Finalization Date shall be the date both Class Counsel and Advanced Recovery’s Counsel inform each other by email that the Parties do not have any objection to the claims determination made by the Settlement Administrator or the time for informing each other of such challenges has lapsed.

- m. Within 14 days of the Claims Finalization Date, the Settlement Administrator shall provide Counsel for the Parties with a breakdown of claims and the total amount to be paid to for valid claims (the “Final Claims List”). Within 45 days of the Claims Finalization Date, the Settlement Administrator shall send payment to each Settlement Class Member on the Final Claims List.
- n. The Settlement Administrator shall notify the Parties that all Approved Claims have been paid within seven days of the last such payment.
- o. In the event that payments made to Settlement Class Members are not cashed within 90 days after their date of issuance, those payments will become null and void and will revert to Advanced Recovery or its insurer.
- p. A notice of eligibility to enroll in the credit-monitoring product will be delivered to each claimant after the claimant’s claim has been approved. Within 10 days of the Claims Finalization Date, the settlement administrator will send to each claimant who has filed an approved claim an email, which will provide an activation code and instructions on how to enroll in and use the product. The activation code will be active for 90 days and once enrolled in the credit monitoring, claimants are entitled to remain enrolled for the applicable term at no cost to them.

VI. PROSPECTIVE RELIEF

55. Advanced Recovery agrees to keep in place reasonable enhanced security safeguards, which were implemented to help prevent a future data incident.

56. Costs associated with these business practice commitments will be Advanced Recovery’s responsibility separate and apart from other Settlement benefits.

VII. RELEASE

57. Upon Final Approval of this Settlement Agreement, Settlement Class members release, acquit, and forever discharge Advanced Recovery and all of its agents, predecessors, successors, parents, subsidiaries, and related or affiliated entities; and its and their respective assigns, representatives, directors, officers, employees, shareholders, members, partners, principals, attorneys, insurers and reinsurers (“**Released Parties**”) from any and all past, present

and future claims, demands, actions, causes of action, costs, expenses, attorneys' fees, losses, rights, demands, charges, complaints, suits, petitions, obligations, debts, penalties, damages, or liabilities of any nature whatsoever, known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, matured or unmatured, in law or equity, and any other form of legal or equitable relief that has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties reasonably related to the operative facts alleged in or otherwise described by the Litigation or arising out of or in any way related to the Incident and/or Released Parties' recordkeeping or data security policies and practices, whether or not pleaded or otherwise asserted in the Litigation, including any and all damages, losses, or consequences thereof ("**Released Claims**").

58. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement, including but not limited to § 1542 of the California Civil Code, which provides: "A general release does not extend to claims which 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"

VIII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

59. This Settlement Agreement shall be subject to approval of the Court. As set forth in Section V and XIV, Advanced Recovery shall have the right to withdraw from the Settlement Agreement if the Court does not approve any material aspect of the Settlement Agreement.

60. Plaintiffs, through Class Counsel, shall submit this Settlement Agreement, together with its exhibits, to the Court and shall move the Court for Preliminary Approval of the Settlement set forth in this Settlement Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, substantially in the form of **Exhibit D**, which order shall seek a Final Approval Hearing date and approve the Notices and Claim Form for dissemination in accordance with the Notice Plan.

61. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing at least 120 days after entry of the Preliminary Approval Order and approve the settlement of the Litigation as set forth herein.

62. At least 14 days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs will move for (1) final approval of the Settlement; (2) final appointment of the Class Representatives and Class Counsel; and (3) final certification of the Settlement Class, including for the entry of a Final Approval Order, and file a memorandum in support of the motion for final approval.

IX. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

63. Settlement Administrator

- a. The Parties have jointly selected the Settlement Administrator, who shall be jointly supervised by Class Counsel and Advanced Recovery to administer the settlement.
- b. Costs of Settlement Administration shall be borne by Advanced Recovery, outside of and separate from the Settlement Payments to Settlement Class Members.

64. Class List

- a. Advanced Recovery, with the assistance of the Settlement Administrator as appropriate, shall create a "Class List," based on information already within Advanced Recovery's possession.
- b. The Class List shall include the names and last known email and mailing addresses of potential Settlement Class Members that Advanced Recovery used to notify Settlement Class Members of the Incident, to the extent such information is readily available.
- c. Advanced Recovery shall provide the Class List to the Settlement Administrator and Class Counsel within 14 days after entry of the Preliminary Approval Order.

65. Type of Notice Required

- a. The Notice, which shall be substantially in the form of **Exhibits A and B** attached hereto, shall be used to inform proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending settlement and to further inform Settlement Class Members how they may: (1) obtain a copy of the Claim Form; (2) protect their rights regarding the settlement; (3) request exclusion from the Settlement Class and the proposed settlement, if desired; (4) object to any aspect of the proposed settlement, if desired; and (5) participate in the Final Approval Hearing, if desired. The Notice shall provide that Settlement Class Members may submit Claims Forms and be eligible for (1) two-year membership of one-bureau ("1B") credit monitoring with \$1,000,000.00 in identity theft/fraud insurance, (2) the ability to claim up to \$3,500.00 for reimbursement of unreimbursed out-of-pocket losses, upon provision of appropriate documentation, and (3) a cash payment of \$50.00. Additionally, the Notice shall make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class.
- b. Dissemination of the Notice shall be the responsibility of the Settlement Administrator. The text of the Notice shall be agreed upon by the Parties and shall be substantially in the forms attached as **Exhibits A and B** hereto.

- c. Notice of the settlement (substantially in the form of **Exhibit A**) shall be posted on the Settlement Website within 30 days of the entry of the Preliminary Approval Order.

66. Notice Deadline

- a. Within 30 days of entry of the Preliminary Approval Order, the Settlement Administrator shall:
 - disseminate by U.S. Mail the Short-Form Notice in the form of **Exhibit B** to Settlement Class Members identified on the Class List; and,
 - post the Long-Form Notice in the form of Exhibit A on the Settlement Website.

X. EXCLUSIONS

67. Exclusion Period

- a. Settlement Class Members will have up to and including 60 days following Notice Deadline to exclude themselves from the Settlement in accordance with this Section.
- b. If the Settlement is finally approved by the Court, all Settlement Class Members who have not excluded themselves by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasor as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by Plaintiffs and the Settlement Class.

68. Exclusion Process

- a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion Deadline.
- b. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator by U.S. Mail providing his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and their wet signature. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Settlement Agreement, if approved.
- c. Any member of the Settlement Class who elects to be excluded shall not: (1) be bound by any order or judgment; (2) be entitled to relief under this Settlement

Agreement; (3) gain any rights by virtue of this Settlement Agreement; or (4) be entitled to object to any aspect of this Settlement Agreement.

- d. The request for exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” exclusion requests shall not be allowed.
- e. Within 10 days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.
- f. In the event that more than 100 individuals included on the Class List submit timely and valid notices of exclusion, Defendant may, by notifying Settlement Class Counsel and the Court in writing, within five business days from the date the Settlement Administrator provides written notice to Defendant of the number of opt-outs, void this Settlement Agreement. If Defendant voids the Settlement Agreement, Defendant shall be obligated to pay all settlement administration expenses already incurred, excluding the settlement benefits described in Paragraph 52, any attorneys’ fees, costs, and expenses of Class Counsel and Plaintiffs’ Counsel and service awards and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

XI. OBJECTIONS

69. Objection Period

- a. Settlement Class Members will have up to and including 60 days following the Notice Deadline to object to the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Settlement Class Members who have not excluded themselves by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasor as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by Plaintiffs and the Settlement Class.

70. Objection Process

- a. The Notices shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notices shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of his/her intention to do so and at the same time: (1) file copies of such papers he/she proposes to submit at the Final Approval Hearing with the Clerk of the Court; and (2) send copies of such papers to the Settlement Administrator. A copy of the objection must also be mailed to the Settlement Administrator, on or

before the Objection/Exclusion Deadline, at the address that the Settlement Administrator will establish to receive requests for exclusion or objections, Claim Forms, and any other communication relating to this Settlement.

- b. Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (1) his/her full name, address, and current telephone number; (2) the name and number of this case; (3) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (4) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; (5) whether the objector intends to appear at the Final Approval Hearing; and (6) the objector's wet signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.
- c. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Settlement Agreement, shall not be permitted to object to the approval of the Settlement or attend the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

XII. FINAL APPROVAL HEARING

71. The Parties will jointly request that the Court hold a Final Approval Hearing no earlier than 120 days after entry of the Preliminary Approval Order. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to NY CPLR § 901 for settlement and, if so, (1) consider any properly filed objections; (2) determine whether the Settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connections therewith; and (3) enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, and a Fee and Expense Award.

XIII. FINAL APPROVAL ORDER

72. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waive any rights of appeal.

73. The Parties shall jointly submit to the Court a proposed Final Approval Order, that, without limitation:

- a. Approves finally this Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members and directing its consummation according to its terms;
- b. Dismisses with prejudice all claims of the Settlement Class against Advanced Recovery in the Litigation, without costs and fees except as explicitly provided for in this Settlement Agreement; and
- c. Reserves continuing and exclusive jurisdiction over the Settlement and this Settlement Agreement, including but not limited to the Litigation, the Settlement Class, the Settlement Class Members, Advanced Recovery, and the Settlement for the purposes of administering, consummating, supervising, construing, and enforcing the Settlement Agreement and the Settlement Payment.

74. Class Counsel shall use their best efforts to assist Advanced Recovery in obtaining dismissal with prejudice of the Litigation and take all steps necessary and appropriate to otherwise effectuate all aspects of this Settlement Agreement.

XIV. TERMINATION OF THE SETTLEMENT

75. The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement.

76. Either Party may elect to terminate and cancel this Settlement Agreement within ten days of any of the following events:

- a. The Court refuses to grant preliminary approval of this Settlement Agreement;
- b. The Court refuses to grant final approval of this Settlement Agreement in any material respect; or
- c. The Court refuses to enter a final judgment in this Litigation in any material respect.

77. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with this Settlement Agreement, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Litigation.

XV. ATTORNEYS' FEES, COSTS AND EXPENSES, AND SERVICE AWARD

78. **Attorneys' Fees and Expenses**: At least 14 days before the Objection/Exclusion Deadline, Class Counsel will move the Court for an award of attorneys' fees and costs in an amount not to exceed \$315,000.00 (Three Hundred Fifteen Thousand Dollars). Attorneys' fees and expenses awarded by the Court shall be provided outside of and separate from the Settlement Payment. This amount was negotiated after the primary terms of the settlement were negotiated.

79. Notwithstanding any contrary provision of this Settlement Agreement, the Court's consideration of the Fee and Expense Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Settlement Agreement or be deemed material thereto.

80. **Service Award to Plaintiffs**: Before or at the same time as Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for Service Awards for Plaintiffs in an amount not to exceed \$2,500.00, each. This amount was negotiated after the primary terms of the settlement were negotiated.

81. The Service Awards and Fee and Expense Award shall be paid by wire transfer written by Defendant or its insurer no later than seven days after the later of (1) the Effective Date or (2) the date Class Counsel provides and independently confirms payee account information and a Form W-9.

82. In no event will Advanced Recovery's liability hereunder for the Fee and Expense Award, Administrative Expenses, and/or a Service Award or any other fees, costs or expenses exceed its funding obligations set out in this Settlement Agreement. Advanced Recovery shall have no financial responsibility for this Settlement Agreement except as explicitly set out in this Settlement Agreement. Advanced Recovery shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Advanced Recovery will have no responsibility, obligation, or liability for allocation of fees and expenses among Class Counsel or counsel for plaintiff(s) in any other lawsuit relating to the Data Security Incident.

XVI. MISCELLANEOUS REPRESENTATIONS

83. The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.

84. The Parties (1) acknowledge that it is their intent to consummate this Settlement Agreement, and (2) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Advanced Recovery's Counsel agree to cooperate with each other in seeking court approval of the Preliminary Approval Order, the

Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.

85. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Litigation was brought by Plaintiffs or defended by Advanced Recovery in bad faith or without a reasonable basis.

86. The Parties agree not to identify, describe, disclose, testify, convey, or discuss with any individual, person, organization, corporation, or other entity the subject matter, amount, facts, terms, and conditions of this Settlement Agreement, including but not limited to any negotiations leading up to the actual resolution of this matter except where disclosure is compelled by law. In such case reasonable notice will be provided to the other Party before disclosure is made. The Parties further agree that they will not issue, nor cause to be issued, any statements to the public or media regarding the claims and allegations leading up to this Settlement Agreement or regarding the Settlement Agreement or any of its terms, including statement on any website or via social media, unless prior written consent of the other Party is given.

87. Nothing express or implied in this Settlement Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Settlement Agreement. Each of the Released Parties is an intended third-party beneficiary of this Settlement Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her, or its favor against all Releasers.

88. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its Exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

89. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

90. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Settlement Agreement.

91. This Settlement Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

92. This Settlement Agreement may not be amended, modified, altered, or otherwise changed in any manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

93. The Parties agree that **Exhibits A through D** to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

94. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Settlement Agreement.

95. Except as otherwise provided herein, each Party shall bear its own costs.

96. Plaintiffs represent and warrant that Plaintiffs have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

97. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.

98. The Parties specifically acknowledge, agree and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall not (1) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

99. The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement, are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.

100. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto, shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed, offered, or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Approval Order.

101. The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a

Party hereto, (3) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (4) in connection with any motion to enjoin, stay, or dismiss any other action, and/or (5) to obtain court approval of the Settlement Agreement.

102. This Settlement Agreement may be executed in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Settlement Agreement all exchange signed counterparts.

103. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

104. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

105. This Settlement Agreement is deemed to have been prepared by counsel for all Parties as a result of arms-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement and its Exhibits, it shall not be construed more strictly against one Party than another.

106. Unless otherwise stated herein, any notice required or provided for under this Settlement Agreement shall be in writing and shall be sent by electronic mail or hand delivery, as follows:

If to Class Counsel:

Tyler J. Bean
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, NY 10151
tbean@sirillp.com

Steven Sukert
KOPELOWITZ OSTROW P.A.
One West Las Olas Blvd, Suite 500
Fort Lauderdale, FL 33301
sukert@kolawyers.com

David K. Lietz
MILBERG, PLLC
5335 Wisconsin Avenue NW, #440
Washington, D.C. 20015-2052
Dlietz@milberg.com

If to Defendant's Counsel:

Jared D. Brown
MCDONALD HOPKINS PLC
39533 Woodward Avenue, Suite 318
Bloomfield Hills, MI 48304
Tel: (248) 402-4078
jdbrown@mcdonaldhopkins.com

A. Brooke Murphy
MURPHY LAW FIRM
4116 Will Rogers Pkwy, Suite 700
Oklahoma City, OK 73108
abm@murphylawfirm.com

107. This Settlement Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.



Caroline Edri

Date: 1/28/2026

Kerton Lemaine

Date: _____

Belle De Santiago

Date: _____

Anamari Laurentz

Date: _____

KOPELOWITZ OSTROW P.A., as Class Counsel

By: _____

Print Name: _____

Date: _____

MILBERG, PLLC, as Class Counsel

By: _____

Print Name: _____

Date: _____

MURPHY LAW FIRM, as Class Counsel

By: _____

Print Name: _____

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

Caroline Edri

Date: _____

Kerton Lemaine

Date: _____

Belle De Santiago

Date: _____

anamari laurentz
anamari laurentz (Jan 29, 2026 16:04:42 EST)

Anamari Laurentz

Jan 29, 2026
Date: _____

KOPELOWITZ OSTROW P.A., as Class Counsel

By: *Jeffrey Ostrow*
Jeffrey Ostrow (Jan 29, 2026 16:05:21 EST)

Print Name: Jeffrey Ostrow

Jan 29, 2026
Date: _____

MILBERG, PLLC, as Class Counsel

By: _____

Print Name: _____

Date: _____


MURPHY LAW FIRM, as Class Counsel

By: _____

Print Name: _____

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

Caroline Edri
Date: _____



Kerton Lemaine
Date: 01/29/2026

Belle De Santiago
Date: _____

Anamari Laurentz
Date: _____

KOPELOWITZ OSTROW P.A., as Class Counsel

By: _____
Print Name: _____
Date: _____

MILBERG, PLLC, as Class Counsel

By: David K Lietz
Print Name: David Lietz, Esq.
Date: 1/29/2026

MURPHY LAW FIRM, as Class Counsel

By: _____
Print Name: _____

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

Caroline Edri

Date: _____

Kerton Lemaine

Date: _____

 (Jan 30, 2026 12:40:09 EST)

Belle De Santiago

Date: _____

Anamari Laurentz

Date: _____

KOPELOWITZ OSTROW P.A., as Class Counsel

By: _____

Print Name: _____

Date: _____

MILBERG, PLLC, as Class Counsel

By: _____

Print Name: _____

Date: _____


MURPHY LAW FIRM, as Class Counsel

By:  _____

Print Name: A. Brooke Murphy

Date: 1/30/2026

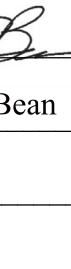
SIRI & GLIMSTAD LLP, as Class Counsel

By: 

Print Name: Tyler J. Bean

Date: 1/29/2026


ADVANCED RECOVERY EQUIPMENT & SUPPLIES, LLC

By: DocuSigned by: 
1F8602B45EED400...

Print Name: Daniel Horowitz

Date: 1/29/2026

MCDONALD HOPKINS PLC, as Advanced Recovery's Counsel

By: Signed by: 
FEE461F4DDD4456...

Print Name: Jared D. Brown

Date: 1/29/2026

EXHIBIT A

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If you reside in the United States and your personal identifiable information (“PII”) was compromised in the Data Security Incident announced by Advanced Recovery Equipment & Supplies, LLC (“Defendant”) in or around October 2024, you may be eligible for benefits from a Class Action Settlement.

This is not a solicitation from a lawyer, junk mail, or an advertisement. A court authorized this Notice.

- A proposed Settlement has been reached in a class action lawsuit known as *Edri, et al v. Advanced Recovery Equipment & Supplies, LLC*, Case No. 529489/2024 (“Lawsuit”), filed in the New York Supreme Court, Kings County.
- This Lawsuit arises out of unauthorized access to Defendant’s systems and certain files containing sensitive and/or personal information (“PII”) and which was discovered by Defendant on or about October 2024 (the “Data Security Incident”). Defendant disagrees with Plaintiff’s claims and denies any wrongdoing.
- All Settlement Class Members can receive the following from the Settlement: (1) up to \$750.00 for documented Ordinary Out-of-Pocket losses; (2) up to \$3,500.00 for documented Extraordinary Out-of-Pocket losses; (3) Cash Payment of up to \$50.00, and (4) two years of one-Bureau Credit Monitoring
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

Submit a Claim	You must submit a valid claim to get money from this Settlement. Claim Forms must be submitted online by (DATE), or if mailed, postmarked no later than (DATE).
Exclude Yourself	Get out of the Settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue about the claims in this Lawsuit. You will not get any money from the Settlement. Your request to exclude yourself must be postmarked no later than (DATE).
File an Objection	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than (DATE).
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details. The Final Approval Hearing is scheduled for (DATE).

WHAT THIS NOTICE CONTAINS

Basic Information..... Pages 3-4

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2. What is this case about?
3. Why is there a Settlement?
4. Why is this a class action?
5. How do I know if I am included in the Settlement?

The Settlement Benefits..... Pages 4-5

6. What does this Settlement provide?
7. How to submit a Claim?
8. What am I giving up as part of the Settlement?
9. Will the Class Representative receive compensation?

Exclude Yourself..... Page 6

10. How do I exclude myself from the Settlement?
11. If I do not exclude myself, can I sue later?
12. What happens if I do nothing at all?

The Lawyers Representing You..... Page 6

13. Do I have a lawyer in the case?
14. How will the lawyers be paid?

Objecting to the Settlement..... Page 7

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

The Final Fairness Hearing..... Page 8

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

Do Nothing..... Page 8

20. What happens if I do nothing?

Get More Information..... Page 8

21. How do I get more information about the Settlement?

BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you are a person residing in the United States whose “PII” was compromised in the Data Security Incident announced by Advanced Recovery (“Defendant”) in or around October 2024.

The Settlement Class specifically excludes: (i) any entity in which Defendant has a controlling interest; (ii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Excluded also from the Class are members of the judiciary to whom this case is assigned, their families and members of their staff; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge. This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Edri, et al. v. Advanced Recovery Equipment & Supplies, LLC*, Case No. 529489/2024, filed in the New York Supreme Court, Kings County. The persons who sued are called the “Plaintiffs” and the company they sued, Advanced Recovery Equipment & Supplies, LLC, is known as the “Defendant” in this case.

Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of anyone whose Personal Identifiable Information was potentially impacted as a result of the Data Security Incident.

This Lawsuit arises out of unauthorized access to Defendants’ systems and certain files containing sensitive and/or personal (“PII”), and which was discovered by Defendant on or about October 2024 (the “Security Incident”). Subsequently, this Lawsuit was filed asserting claims against Defendant relating to the Security Incident. Defendant denies Plaintiffs’ claims and denies any wrongdoing.

3. Why is there a Settlement?

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

4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

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

You are included in the Settlement if you are persons residing in the United States whose PII was compromised in the Data Security Incident announced by Defendant in or around October 2024. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the

Settlement, visit www.AdvancedRecoveryDataSettlement.com, call toll free 1-866-742-4955, send email to info@RG2claims.com, or write to Advanced Recovery Data Incident Settlement, c/o RG2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479.

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

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

Reimbursement of Out-of-Pocket Losses

Reimbursement of Ordinary Out-of-Pocket Losses: All Settlement Class Members who submit a valid claim, with supporting documentation, using the Claim Form are eligible for reimbursement of the following out-of-pocket expenses, not to exceed \$750 per Settlement Class Member, that were incurred as a result of the Security Incident: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and (vii) fees for credit reports, credit monitoring, or other identity theft insurance products purchased by Settlement Class Members between October 18, 2024 and the Claims Deadline.

Reimbursement of Extraordinary Out-of-Losses: In addition to submitting a claim for Ordinary Out-of-Pocket Losses, Settlement Class Members may submit a claim for Extraordinary Out-of-Pocket Losses up to \$3,500.00 per individual. “Extraordinary Out-of-Pocket Losses” are actual, documented, and unreimbursed costs or expenditures incurred by a Settlement Class Member that are more likely than not directly arising from identity theft or other fraud perpetrated against the Settlement Class Member as a result of the Data Incident. These may include, but are not limited to, (i) the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or (ii) other possible misuse of Settlement Class Member’s Private Information.

In order to be an out-of-pocket loss for which reimbursement can be claimed, the following conditions must be met:

- i. The loss is an actual, documented, and unreimbursed monetary loss;
- ii. The loss was caused by the Incident;
- iii. The loss occurred after the date of the Incident and before the Claims Deadline; and
- iv. The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit-monitoring insurance and identity theft insurance.

Settlement Class Members with any of the out-of-pocket losses set forth above must submit adequate documentation establishing the full extent of their claims. This can include receipts or other documentation as long as it is 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 to or support other submitted documentation.

Cash Payment. Settlement Class Members may submit a claim for a fifty-dollar (\$50.00) cash payment. Cash Payments made under the terms of the Settlement will be subject to an aggregate cap of \$325,000.00. Should this cap be reached, payments under this Section will be subject to *pro rata* reductions based on the number of Settlement Class Members who have sought this benefit.

Credit Monitoring. Defendant will pay for additional credit-monitoring services as follows:

- i. All Settlement Class Members shall be offered the opportunity to claim a two-year membership of one-bureau credit monitoring with \$1,000,000.00 in identity theft/fraud insurance.
- ii. The additional credit-monitoring services noted in (i) are in addition to any credit-monitoring services Defendant initially offered related to the Data Security Incident.

Settlement Class Members who elect to receive the credit monitoring provided herein must provide his or her email address on the Claim Form.

7. How to submit a claim?

All claims will be reviewed by the Settlement Administrator. You must file a Claim Form to get any money from the proposed Settlement. Claim Forms must be submitted online (**DATE**) or postmarked no later than (**DATE**). You can download a Claim Form at www.AdvancedRecoveryDataSettlement.com, send an email to info@RG2claims.com, or you can call the Settlement Administrator at 1-866-742-4955. The unique Login and Password that were printed on the Notice you received will be required to access the online and paper claim forms.

8. What am I giving up as part of the Settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Defendant and the other Released Parties regarding the claims in this Lawsuit. The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Persons, is available at www.AdvancedRecoveryDataSettlement.com.

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, if the Settlement is approved, and you give up the right to sue for the claims in this case.

9. Will the Class Representatives receive compensation?

Yes. The Class Representatives will receive a service award of up to \$2,500.00, to compensate them for their services and efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representative.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written request for exclusion. Your request for exclusion must be individually signed by you. Your request must clearly manifest your intent to be excluded from the Settlement.

Your written request for exclusion must be postmarked no later than (**DATE**) to:

Advanced Recovery Data Incident Settlement
c/o RG2 Claims Administration

Instructions on how to submit a request for exclusion are available at www.AdvancedRecoveryDataSettlement.com or from the Settlement Administrator by calling 1-866-742-4955.

If you exclude yourself, you will not be able to receive any cash benefits from the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Lawsuit and you will keep your right to sue the Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money from the Settlement, and you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Parties (listed in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed Siri & Glimstad LLP, the Murphy Law Firm, Milberg, PLLC, and Kopelowitz Ostrow P.A. (called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees, costs, and litigation expenses in an amount not to exceed \$315,000.00. A copy of Class Counsel’s Application for Attorneys’ Fees, Costs, and Expenses will be posted on the Settlement Website, www.AdvancedRecoveryDataSettlement.com, before the Final Fairness Hearing. The Court will make the final decisions as to the amounts to be paid to Class Counsel, and may award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an objection telling it why you do not think the Settlement should be approved. Objections must be submitted in writing and include all the following information:

Such notice shall state:

- (i) the objector’s full name, address, telephone number, and e-mail address (if any);
- (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Security Incident);
- (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- (iv) the identity of any and all counsel representing the objector in connection with the objection;
- (v) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing;
- (vi) the objector’s signature and the signature of the objector’s duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and
- (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement within the last three (3) years.

Objections must include the case name and docket number, *Edri, et al v. Advanced Recovery Equipment & Supplies, LLC*, Case No. 529489/2024, and be submitted to the Clerk of the Court by First-Class mail, received no later than (DATE), to:

Clerk of the Court
(ADDRESS)

In addition, you must mail a copy of your objection to Class Counsel and Defense Counsel, postmarked no later than (DATE):

CLASS COUNSEL	DEFENSE COUNSEL
Tyler J. Bean SIRI & GLIMSTAD LLP 1745 Fifth Avenue, Suite 500 New York, NY 10151	Jared D. Brown MCDONALD HOPKINS PLC 39533 Woodward Avenue, Suite 318 Bloomfield Hills, MI 48304

If you do not submit your Objection with all requirements, or if your Objection is not received by (DATE), you will be considered to have waived all Objections and will not be entitled to speak at the Final Approval Hearing.

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

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

THE FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing on (DATE) at (TIME) a.m. at the Kings County Supreme Courthouse, located at 360 Adams Street, Brooklyn, New York, 11201. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check www.AdvancedRecoveryDataSettlement.com for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of Attorneys' Fees, Costs, and Expenses to Class Counsel and the request for a service award to the Class Representative.

18. Do I have to come to the hearing?

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

If you submit an Objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary.

19. May I speak at the hearing?

Yes. You can speak at the Final Approval Hearing but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in the Lawsuit, and you release the claims against Defendant and Related Parties described in Question 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this Lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's Application for Attorneys' Fees and Expenses, and more, please visit www.AdvancedRecoveryDataSettlement.com or call 1-866-742-4955 . You may also contact the Settlement Administrator at Advanced Recovery Data Incident Settlement, c/o RG2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479 .

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

EXHIBIT B

Advanced Recovery Data Incident Settlement
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

Legal Notice

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

*EDRI, ET AL V. ADVANCED RECOVERY EQUIPMENT
& SUPPLIES LLC
CASE NO. 529489/2024*

**ATTENTION! If you reside in the United States and your
data was compromised in a Data Security Incident
announced by Advanced Recovery
in or around October 2024, you may be eligible
for a CASH PAYMENT and other benefits
from a class action settlement**

Learn More At:

[www. AdvancedRecoveryDataSettlement.com](http://www.AdvancedRecoveryDataSettlement.com)

Postal Service: Please do not mark barcode

«BarCode» TAR «MailCode»
«FirstName» «LastName»
«Street»
«Street2»
«City», «State» «Zip»

A proposed Settlement has been reached with Caroline Edri, Belle De Santiago, Anamari Laurentz, and Kerton Lemaine (“Plaintiffs”), both individually and on behalf of the Settlement Class, and Advanced Recovery Equipment & Supplies, LLC (“Advanced Recovery” or “Defendant”) for claims arising out of a data security incident. From June 27, 2023 through July 28, 2023, the personally identifiable information (“PII”) of certain individuals was potentially accessible by an unauthorized third-party who gained access to Defendant’s systems (the “Data Security Incident”).

Who is Included? Class Members include: All persons residing in the United States whose PII was compromised in the Data Security Incident announced by Advanced Recovery in or around October 2024.

What does the Settlement Provide? The Settlement establishes provides for payment by Defendant of: (1) reimbursement for Ordinary Out-of-Pocket Losses up to \$750.00 per person and reimbursement for Extraordinary Out-of-Pocket Losses up to \$3,500.00 per person; (2) Cash Payment of up to \$50 per person; (3) Credit Monitoring for two years, including identity theft protection services and insurance; (4) costs of Notice and Settlement Administration; (5) Court-approved service awards; and (6) Court-approved attorneys’ fees and litigation expenses.

Full details of what the settlement provides can be found in the Settlement Agreement on the Settlement Website www.AdvancedRecoveryDataSettlement.com.

How To Get Benefits You must complete and file a Claim Form online or by mail postmarked by **(DATE)**, including required supporting documentation if you choose a Documented Out-of-Pocket Expense payment. You can file your claim online at www.AdvancedRecoveryDataSettlement.com. To file online, your unique Login and Password is required to access the form:

Login: -----

Password: -----

You may also obtain a paper Claim Form on the Settlement Website, or by calling the toll-free number 1-866-742-4955, and submit by mail to Advanced Recovery Data Incident Settlement, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479.

Your Other Options: If you do not want to be legally bound by the terms of the Settlement, you must exclude yourself by **(DATE)**. If you do not exclude yourself, you will be bound by the terms of this Settlement Agreement and you will release any claim you may have (as defined in the Settlement Agreement) related to the Advanced Recovery Data Incident Settlement, as more fully described in the Settlement Agreement, available on the Settlement Website www.AdvancedRecoveryDataSettlement.com. If you do not exclude yourself, you may object to the Settlement by **(DATE)**, as more fully described in the Settlement Agreement, available on the Settlement Website.

The Fairness Hearing: The Court will hold a Final Approval Hearing on (DATE) **at (TIME) a.m.** before the Honorable Judge Francois A. Rivera of the Supreme Court for the State of New York, County of Kings, [ADDRESS], to consider: whether to approve the Settlement, service awards, attorneys’ fees and litigation expenses, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the Settlement Website for those details.

EXHIBIT C

Your claim must
be submitted online
or postmarked by:
(DATE)

CLAIM FORM

*Caroline Edri, et all v. Advanced Recovery
Equipment & Supplies, LLC.
Case No. 529489/2024*

New York Supreme Court, Kings County

GENERAL INSTRUCTIONS

You are a Settlement Class Member if your personal identifying information was compromised in the Data Security Incident announced by Advanced Recovery in or around October 2024 (the “Incident”). You may submit a claim for settlement benefits, outlined below. Please refer to the Settlement Agreement posted on the Settlement Website www.AdvancedRecoveryDataSettlement.com, for more information on submitting a Claim Form.

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Advanced Recovery Data Incident Settlement

c/o RG/2 Claims Administration LLC

P.O. Box 59479

Philadelphia, PA 19102-9479

You may submit a claim for any or all of the following benefits:

- 1) **Cash Payment:** Settlement Class Member may also claim a cash payment in the amount of \$50.00. This amount is subject to change based upon the number of Valid Claims filed;
- 2) **Credit Monitoring:** In addition to electing any of the other benefits, Settlement Class Members may claim two (2) years of one-bureau Credit Monitoring with \$1,000,000 in identity theft/fraud insurance;
- 3) **Documented Ordinary Out-Of-Pocket Expenses:** Settlement Class Members may submit a claim for Ordinary Out-of-Pocket Losses up to \$750.00 per individual. “Ordinary Out-of-Pocket Losses” are actual, documented, and unreimbursed costs or expenditures incurred as a result of the Incident. Please refer to the Settlement Agreement found on the Settlement Website www.AdvancedRecoveryDataSettlement.com for a complete detail of expenditures included; and
- 4) **Documented Extraordinary Out-Of-Pocket Expenses:** Settlement Class Members may submit a claim for Extraordinary Out-of-Pocket Losses up to \$3,500.00 per individual. “Extraordinary Out-of-Pocket Losses” are actual, documented, and unreimbursed costs or expenditures incurred by a Settlement Class Member that are more likely than not directly arising from identity theft or other fraud perpetrated against the Settlement Class Member as a result of the Data Incident. Please refer to the Settlement Agreement found on the Settlement Website www.AdvancedRecoveryDataSettlement.com for a complete detail of expenditures included.

Questions? Go to www.AdvancedRecoveryDataSettlement.com or call 1-866-742-4955

I. PAYMENT SELECTION

If you would like to elect to receive your Settlement Claim payment through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

II. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name, contact information, and unique claim ID below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Email Address:

@

Telephone Number: (_____) _____ - _____

Unique Claim ID

III. CASH PAYMENT

All Settlement Class Members may make a claim for a \$50.00 cash payment. This amount is subject to *pro rata* reduction in the event the total payments under this category exceed \$325,000.00, depending on the number of valid claims submitted.

Yes, I want to receive a Cash Payment estimated at \$50.00.

IV. CREDIT MONITORING

In addition to electing to receive monetary compensation, all Settlement Class Members may also elect to receive two (2) years of one-bureau Credit Monitoring with \$1,000,000 in identity theft/fraud insurance.

Yes, I want to receive two years of Credit Monitoring.

V. REIMBURSEMENT FOR DOCUMENTED OUT-OF-POCKET LOSSES

a. Ordinary Expenses:

Check this box if you wish to submit a claim for Documented Ordinary Expenses.

All Settlement Class Members may submit a claim for up to seven hundred fifty dollars and zero cents (\$750.00) for actual, documented, and unreimbursed monetary losses occurring between July 27, 2023, and the Claims Deadline, that are fairly traceable to the Incident.

Total amount for this category \$ _____ (not more than \$750.00)

Examples of kinds of documented out-of-pocket losses that may be claimed include, in part: unreimbursed bank fees, long distance phone charges, cell phone charges (only in charged by the minute), data charges (only if charged based on the amount of data used), postage, or gas for local travel; fees for credit reports, credit monitoring, or any other insurance product purchased between June 27, 2023 and the date of the Claims Deadline

Settlement Class Members must also have made reasonable efforts to avoid, or seek reimbursement for, such losses, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. Settlement Class Members with losses must submit substantial and plausible 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 for losses, but can be considered to add clarity or support other submitted documentation and a description of how the time was spent.

Supporting documentation must be provided. If a Settlement Class Member does not submit reasonable documentation supporting the loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure the Claim, the Claim will be rejected.

b. Extraordinary Expenses:

Check this box if you wish to submit a claim for Extraordinary losses. Settlement Class Members will be eligible for compensation up to \$3,500 for proven extraordinary losses provided that (1) the loss is an actual, documented, and unreimbursed loss; (2) the loss was more likely than not caused by the Incident; (3) the loss occurred during the specified period; and (4) the loss is not already covered by one or more of the other categories of settlement benefits, and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Total amount for this category \$ _____ (not more than \$3,500.00)

VI. ATTESTATION & SIGNATURE

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

Signature

_____/_____/_____
Date

Print Name