

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs Randy Thomas, Gabrielle Thomas and Robert MacMichael (“Plaintiffs” or “Class Representatives”), on behalf of themselves and all others similarly situated, and Defendant Cleveland Brothers Equipment Company, Inc. (“Defendant” or “Cleveland Brothers”) (collectively, the “Parties”), hereby enter into this Class Action Settlement Agreement and Release (“Settlement Agreement” or “Agreement”), subject to Court approval. As detailed below, this Settlement Agreement releases and forever discharges and bars all claims asserted (or that could have been asserted) in the class action lawsuit captioned, *In re: Cleveland Brothers Data Incident Litigation*, No. 1:23-cv-00501-JPW, currently pending in the United States District Court for the Middle District of Pennsylvania and any related actions.

I. RECITALS

WHEREAS, on June 7, 2023, Plaintiffs Randy Thomas, Gabrielle Thomas, and Robert MacMichael filed their consolidated putative class action Complaint against Cleveland Brothers in the United States District Court for the Middle District of Pennsylvania, asserting causes of action for (1) Negligence, (2) Breach of Implied Contract, and (3) Unjust Enrichment;

WHEREAS, the Parties participated in a mediation on January 25, 2024;

WHEREAS, in the consolidated class action Complaint (the “Complaint”), Class Representatives seek to certify the following classes affected by the Data Breach:

Nationwide Class:

“All individuals within the United States of America whose PII information was exposed to unauthorized third parties as a result of the data breach discovered on November 3, 2022.”

Florida Subclass:

“All individuals within the State of Florida whose PII information was exposed to unauthorized third parties as a result of the data breach discovered on November 3, 2022.”

Pennsylvania Subclass:

“All individuals within the State of Pennsylvania whose PII information was exposed to unauthorized third parties as a result of the data breach discovered on November 3, 2022.”

WHEREAS, Cleveland Brothers denies liability, and Plaintiffs and Cleveland Brothers recognize the outcome of the Action and the claims asserted in the Complaint are uncertain, and that pursuing the Action to judgment would entail substantial cost, risk and delay;

WHEREAS, the Parties have explored and discussed at length the factual and legal issues in the Action and participated in a mediation with Bennett G. Picker of Stradley Ronon, concerning the issues raised by Plaintiffs in the Action, and have agreed to a global, final settlement of the Action that renders the need for further litigation unnecessary;

WHEREAS, the Parties desire to compromise and settle all issues, claims, and/or facts asserted in the Action, or that could have been asserted based upon the facts alleged in the Action, by or on behalf of Class Representatives and the Classes;

WHEREAS, Class Representatives, by and through Class Counsel, have (a) made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Action, (b) engaged in investigation of the claims asserted in the Action, including informal discovery obtained by Class Representatives in connection with the Action and prior to execution of this Agreement, and (c) evaluated and considered the law applicable to the claims asserted in the Action, including the defenses that Cleveland Brothers likely would assert;

WHEREAS, Plaintiffs' counsel are experienced in this type of class litigation, recognize the costs and risks of prosecution of this Action, and believe that it is in Class Representatives' interest, and the interest of all Class Members, to resolve this Action, and any and all claims against Cleveland Brothers arising from the conduct alleged in the Action, and in this Settlement Agreement;

WHEREAS, Cleveland Brothers does not believe Class Representatives' claims are meritorious and has denied and continues to deny any and all claims alleged by Class Representatives, and has denied and continues to deny that it is legally responsible or liable to Class Representatives or any member of the Classes for any of the matters and/or claims asserted in this Action, but has concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all pending and potential claims of Class Representatives and all members of the Classes relating to claims which were or could have been asserted by Class Representatives and the Classes in this Action relating to the alleged practices and Data Breach at issue;

WHEREAS, significant arm's-length settlement negotiations have taken place between the Parties, including a formal mediation presided over by a well-regarded third-party neutral, and, as a result, this Settlement Agreement has been reached without collusion, subject to the Court-approval process set forth herein;

WHEREAS, the undersigned Parties believe this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of Class Members; and

WHEREAS, this Settlement Agreement is made and entered into by and between Class Representatives, individually and on behalf of the Classes, and Cleveland Brothers;

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the Parties, as follows:

II. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1. “Action” means the case lawsuit captioned, *In re: Cleveland Brothers Data Incident Litigation*, Case No. 1:23-cv-00501-JPW, currently pending in the United States District Court for the Middle District of Pennsylvania.

2. “CAFA Notice” means a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. Sec. 1711, et seq. (“CAFA”), to be served upon the appropriate State official in each State where Class Member resides and the appropriate federal official. Costs for preparation and issuance of the CAFA Notice will be paid by Defendant from the Settlement Fund.

3. “Class” and “Settlement Class” means the Nationwide Class of all individuals within the United States of America whose personally identifiable information (“PII”) was exposed to unauthorized third parties as a result of the data breach discovered on November 3, 2022.

Excluded from the Settlement Class are: (1) the Judge and Magistrate Judge presiding over the Action, any members of the Judge’s respective staffs, and immediate members of the Judge’s respective families, (2) officers, directors, members and shareholders of Defendant, (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the successors and assigns of any such excluded persons, and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Breach or who pleads nolo contendere to any such charge.

4. “Class Counsel” means Laura Van Note of Cole & Van Note, and David Lietz of Milberg Coleman Bryson Phillips Grossman PLLC.

5. “Claims Administration” means the processing of payments to Settlement Class Members by the Settlement Administrator.

6. “Claim Deadline” means ninety (90) days from the Class Notice Date, or a date otherwise ordered by the Court.

7. “Claim Form” means the form a Settlement Class Member must submit to submit a claim under this Agreement, substantially similar to **Exhibit A**.

8. “Class Members” and “Settlement Class Members” mean members of the “Class” and “Settlement Class” as set forth in Paragraph 2 above.

9. “Class Notice” means the Court-approved forms of Notice to the Class posted on the Settlement Website substantially similar to **Exhibit B** hereto, informing the Classes of, among other things, (i) the preliminary approval of the Settlement, (ii) the scheduling of the Final Approval Hearing, (iii) the Settlement benefits available to Final Settlement Class Members, and (iv) their opportunity to participate in, object to or exclude themselves from the Settlement.

10. “Class Notice Date” means thirty (30) calendar days after the Court’s entry of the Preliminary Approval Order.

11. “Class Representatives” or “Plaintiffs” means Randy Thomas, Gabrielle Thomas and Robert MacMichael.

12. “Cleveland Brothers” means Cleveland Brothers Equipment Company, Inc.

13. “Court” the United States District Court for the Middle District of Pennsylvania and the Honorable Jennifer P. Wilson or such other judge to whom the Action may hereafter be assigned.

14. “Data Breach” means the data incident first discovered by Defendant on or about November 3, 2022, and announced by Defendant on about February 17, 2023.

15. “Defendant’s Counsel” means Jill H. Fertel and Ernest F. Koschineg of Cipriani & Werner.

16. “Effective Date of Settlement” or “Effective Date” means the date upon which the Settlement in the Action shall become effective and final, and occurs when the Final Approval Order, as defined in Paragraph 18 below, has been entered and all times to appeal therefrom have expired with (1) no appeal or other review proceeding having been commenced; or (2) an appeal or other review proceeding having been commenced, and such appeal or other review having been concluded such that it is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been resolved in a manner that affirms the Final Judgment in all material respects. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the Attorneys’ Fees and Expenses Award or the Incentive Awards. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being the Attorneys’ Fees and Expenses Award and/or the Incentive Award.

17. “Final Approval Hearing” means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and at which the Court may or may not consider and finally decide approving payment of any Service Award and Plaintiffs’ Counsel’s Fees and Expenses.

18. “Final Approval Order” means the Final Approval Order and separate Judgment of the Court that approves this Settlement Agreement and make such other final rulings as are contemplated by this Settlement Agreement.

19. “Final Settlement Class” refers to all members of the Settlement Classes who do not timely and validly exclude themselves from the Class in compliance with the exclusion procedures set forth in this Agreement.

20. “Final Settlement Class Member” refers to a member of the Final Settlement Class.

21. “Objection Date” means sixty (60) days from the Class Notice Date, or a date otherwise ordered by the Court, for members of the Classes to object to the Settlement Agreement’s terms or Plaintiffs’ Counsel’s Fees and Expenses, and to submit any required statements, proof or other materials and/or argument.

22. “Parties” means Plaintiffs and Defendant.

23. “Plaintiffs’ Counsel’s Fees and Expenses” means an amount not to exceed one third of the gross settlement amount, or one hundred and fifty thousand dollars (\$150,000), for attorneys’ fees, plus Plaintiffs’ counsel’s reasonable litigation costs, to be paid from the Settlement Fund, subject to approval of the Court.

24. “Preliminary Approval Order” means the order of the Court preliminarily approving this Settlement Agreement.

25. “Released Claims” means the claims released by this Settlement Agreement, as set forth in Section IX.

26. “Released Parties” means Cleveland Brothers, and its parents, subsidiaries, predecessors, successors, divisions, joint ventures, affiliates and related entities and all of its respective past and present directors, officers, employees, partners, principals, agents, attorneys, insurers, reinsurers, assigns and related or affiliated entities.

27. “Request for Exclusion” means a timely and valid request by any Class Member for exclusion from the Settlement. To the extent any Class Member delivers both a timely and valid Claim Form to the Settlement Administrator and a timely and valid request for exclusion, the request for exclusion will be deemed to be invalid and the Claim Form will be processed.

28. “Request for Exclusion Deadline” means sixty (60) days from the Class Notice Date, or a date otherwise ordered by the Court, for Class Members to request exclusion from the Settlement.

29. “Service Award” means the amount to be paid to the Class Representatives to compensate them for the time and effort spent pursuing the Action on behalf of the Classes, subject to approval of the Court, and which shall not exceed an amount of two thousand five hundred dollars (\$2,500) to each Class Representative. The Service Award shall to be paid from the Settlement Fund.

30. “Settlement” and “Settlement Agreement” mean the agreement by the Parties to resolve this Action, the terms of which have been memorialized herein.

31. “Settlement Administrator” means Postlethwaite & Netterville APAC (“P&N”), a company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation, or, if P&N is not approved by the Court, such other company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation that is jointly agreed upon by the Settling Parties and approved by the Court.

32. “Settlement Website” means the website to be established by the Settlement Administrator that will inform members of the Settlement Class of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, and shall include in .pdf format and available for download the following: (1) the Class Notice, (2) the Claim Form, (3) the Preliminary Approval Order, (4) this Settlement Agreement, (5) the Complaint, and (6) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide the members of the Settlement Class with the ability to complete and submit the Claim Form electronically.

III. REQUIRED EVENTS

33. Class Counsel and Defendant’s Counsel shall take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order and obtain entry of the Final Approval Order. Class Counsel shall prepare and file all documents in connection with the Motion for Preliminary Approval and the Motion for Final Approval. Defendant’s Counsel shall not oppose the Motion for Preliminary Approval and the Motion for Final Approval.

34. In the event that the Court fails to issue the Preliminary Approval Order, or fails to issue the Final Approval Order, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) identified by the Court.

35. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Agreement is essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated here.

IV. SETTLEMENT TERMS

36. Cash Payment: Cleveland Brothers agrees to pay Plaintiffs and the Classes four hundred and fifty thousand dollars (\$450,000). The cash payment of four hundred and fifty thousand dollars (\$450,000) will be referred to as the “Settlement Fund.” No later than ten (10) calendar days after entry of the Preliminary Approval Order, and upon the receipt of sufficient payment information from the Settlement Administrator, Defendant will advance to the Settlement Administrator the estimated cost of preparing and transmitting the Notice to Class Members. The balance of the amount required by Defendant to be paid to the Settlement Administrator in connection with the Final Approval Order will be due within thirty (30) days of the Effective Date.

The Settlement Administrator shall establish a Qualified Settlement Fund (QSF), as defined by 26 C.F.R. 1.468B-1, for the deposit of the payment of the balance of the Settlement Fund. Under no circumstances will Cleveland Brothers have any further monetary payment obligation other than the payment of the Settlement Fund. There will be no reversion of the Settlement Fund to Cleveland Brothers.

37. Payments from Settlement Fund: The costs of settlement administration, including notice and distributions to members of the Final Settlement Class, the costs of administering the Settlement Fund, and reasonable fees of the Settlement Administrator, Plaintiffs' Counsel's Fees and Expenses and Class Representatives' Service Awards shall be paid exclusively from the Settlement Fund. There will be no reversion of the Settlement Fund to Cleveland Brothers.

38. Service Awards to the Class Representatives: Class Counsel will move the Court for a Service Award payment from the Settlement Fund for the Class Representatives in an amount not to exceed two thousand five hundred dollars (\$2,500) for each Class Representative, in recognition of the risks taken by them as the Class Representatives in commencing the Action, both financial and otherwise. Defendant will not oppose Class Counsel's request for Service Award payments from the Settlement Fund in these amounts. If awarded by the Court, the Settlement Administrator shall pay from the Settlement Fund the Service Awards to the Class Representatives in the manner directed by Class Counsel within ten (10) days after the Effective Date.

39. Payment of Plaintiffs' Attorneys' Fees and Costs: Not less than fourteen (14) days prior to the Opt-Out and Objections deadlines, Class Counsel will move the Court for an award of Plaintiffs' Counsel's attorneys' fees to be paid from the Settlement Fund in an amount not to exceed one third of the total Settlement Fund, or one hundred and fifty thousand dollars (\$150,000), plus reasonable litigation costs and expenses. Defendant will not oppose Class Counsel's request for reasonable attorneys' fees and litigation costs from the Settlement Fund in this amount. Class Counsel, in their sole discretion, shall allocate and distribute any amounts of attorneys' fees, costs and expenses awarded by the Court among Plaintiffs' counsel. If awarded by the Court, the Settlement Administrator shall pay from the Settlement Fund any Plaintiffs' Counsel's Fees and Expenses in the amounts awarded by the Court within ten (10) business days after the Effective Date. Payment will be made as directed by Class Counsel.

40. Payment of Valid Claims to Class Members: Each member of the Final Settlement Class who submits a timely and valid Claim Form shall be paid from the Settlement Fund in the manner outlined in the Claims Administration section below. As set forth below, the Settlement Fund will be used to pay for: (1) reimbursement for Out-of-Pocket Losses and Attested Time, or (2) alternative cash payments. Claims for Ordinary and/or Extraordinary Out-of-Pocket Losses and Attested Time will be paid first. Alternative Cash Payments be paid last and will be increased or decreased pro rata to consume the remaining amount of the Settlement Fund after payment for notice and administration costs, service award payments approved by the Court, and attorney' fees and expenses awarded by the Court.

41. CAFA Notice: Within ten (10) days of the filing of the Motion for Preliminary Approval, Cleveland Brothers shall provide notice to state Attorneys General or others as required by 28 U.S.C. § 1715(b).

V. CLAIMS PROCESS

42. Members of the Final Settlement Class will be required to submit a Claim Form to receive a distribution payment from the Settlement Fund. Each Final Settlement Class Member is limited to the submission of one Claim Form and in no event shall a Final Settlement Class Member receive more than distribution. The Settlement Administrator will issue Settlement distributions only to Final Settlement Class Members who submit timely and valid Claim Forms. To be entitled to receive a distribution under this Agreement, Class Members must properly complete a Claim Form and timely deliver it to the Settlement Administrator within ninety (90) days from the Class Notice Date. The delivery date for submission of a Claim Form is deemed to be the date (a) the form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by U.S. Mail, or (b) in the case of submission electronically through the Settlement Website, the date the Settlement Administrator receives the form, as evidenced by the transmission receipt. Any Class Member who fails to submit a valid and timely Claim Form will not receive any payment under this Agreement.

43. All Settlement Class Members may make claims under the Settlement Fund as set forth below:

A. Reimbursement for Out-of-Pocket Losses and Attested Time

All Settlement Class Members may submit a claim for Out-of-Pocket Losses and Attested Time up to five thousand dollars (\$5000) per individual. Defendant will pay valid and timely submitted claims for each of the following categories:

- i. “Out-of-Pocket Losses” are unreimbursed costs or expenditures incurred by a Class Member in response to the Data Breach that were incurred between November 3, 2022 and the Claims Deadline, as result of the Data Breach. Ordinary Out-of-Pocket Losses may include, but are not limited to: unreimbursed costs, expenses or charges incurred addressing or remedying identity theft, fraud, or misuse of personal information and/or other issues reasonably traceable to the Data Breach.

Settlement Class Members who elect to submit a claim for reimbursement of Ordinary Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member’s name and current address, (2) documentation supporting their claim, or (3) an attestation and a brief description of out-of-pocket expenses and how they were incurred. Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member 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

- ii. “Attested Time” Settlement Class Members with Ordinary Out-of-Pocket Losses may also submit a claim for up to six (6) hours of time spent remedying issues related to the Data Breach at a rate of thirty-five dollars (\$35) per hour. Settlement Class Members must provide an attestation and a brief description of (1) the actions taken in response to the Data Breach and (2) the time associated with each action (“Attested Time”). Reimbursement for Attested Time is included in the five thousand dollars (\$5000) per person cap for Out-of-Pocket Losses.

Settlement Class Members seeking out-of-pocket expense reimbursement must complete and submit either a written or online claim form to the Claims Administrator, postmarked or electronically submitted on or before the Claims Deadline. The claim form must be verified by the Settlement Class Member with an attestation that the claimant believes that the losses or expenses claimed were incurred as a result of the Data Breach.

B. Alternative Cash Payments.

Settlement Class Members may, in lieu of making a claim for reimbursement of Out-of-Pocket Losses and Attested Time, elect to receive a pro rata cash payment in an amount estimated to be approximately two hundred dollars (\$200) by submitting a timely and valid claim form. . However, the amount of this alternative cash payment shall be pro rata increased or decreased based on the funds remaining in the Settlement Fund following the payment of Attorneys’ Fees and Expenses Award, any Service Award, the Costs of Settlement Administration, and claims for Out-of-Pocket Losses.

44. The Settlement Administrator shall provide Class Counsel and Defendant’s Counsel with bi-weekly reports informing them of any and all Claim Forms received by the Settlement Administrator during each week following the Class Notice Date. The Settlement Administrator must file a Declaration reporting on the mailing of the Class Notice and identifying the number of Claim Forms, Requests for Exclusion and objections received no later than sixteen (16) court days prior to the Final Approval Hearing.

45. Disbursement of Settlement Payments and Checks: Within thirty (30) days of the Effective Date, the Settlement Administrator will disburse payments (either by electronic payment or check) for approved Claims to each Final Settlement Class Member who submits a timely and valid Claim Form. For any check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator will make reasonable efforts to find a valid address, including skip tracing, and will resend any returned Settlement check within thirty (30) days after the Settlement check is returned to the Settlement Administrator as undeliverable.

46. Failure to Cash Settlement Checks: Absent a demonstration of reasonable circumstances for excuse, any Settlement check not cashed within one-hundred twenty (120) days

of issuance (based on the date of the check) will be deemed expired. Any member of the Final Settlement Class who does not cash their Settlement check within the aforementioned time period may petition the Settlement Administrator within thirty (30) days of the expiration of their uncashed check to reissue their Settlement check, and the Settlement Administrator will issue a new check. Members of the Final Settlement Class are entitled to only one petition on this basis, and any Settlement check reissued for such reasonable circumstances will expire within thirty (30) days of issuance (based on the date of the check). Final Settlement Class Members who do not timely cash their Settlement checks and who fail to petition for a reissuance of the uncashed Settlement check will be considered as having waived any right to a cash payment under the Settlement Agreement but will still be able to obtain other benefits provided by the Settlement. In no event will a Final Settlement Class Member be permitted to cash a check once the value of uncashed checks has been paid to a *cy pres* organization.

47. Payment of Uncashed Checks to a Cy Pres Organization (if necessary): The total amount of uncashed Settlement checks will be paid to a charitable organization to be agreed upon by Cleveland Brothers and Class Counsel and approved by the Court.

VI. SETTLEMENT ADMINISTRATION

48. Engagement of Settlement Administrator: Promptly upon entry of the Preliminary Approval Order the Parties shall engage P&N as the Settlement Administrator, which shall be paid reasonable fees, exclusively from the Settlement Fund.

49. Class Member Information: No later than ten (10) days after entry of the Preliminary Approval Order, Cleveland Brothers shall provide the Settlement Administrator with Settlement Class Member information necessary for the Settlement Administrator to mail the Postcard Notice to Settlement Class Members.

50. Duties of Settlement Administrator: In addition to other duties as set forth in this Agreement, the Settlement Administrator shall be solely responsible for the following:

- i. Preparing, printing, and disseminating the Postcard Notice to Class Members;
- ii. No later than the Class Notice Date, sending by First Class Mail the Postcard Notice to all known Class Members. The Parties agree to use their best efforts and to work cooperatively to obtain the best practicable Class Member contact information prior to the date of mailing of the first Postcard Notice. For those Postcard Notices that are returned as undeliverable with a forwarding address, the Settlement Administrator will forward the Postcard Notice to the new address. For those Postcard Notices that are returned as undeliverable with no forwarding address, the Settlement Administrator will run a skip trace in an attempt to obtain a current address and re-mail Postcard Notices to any current addresses it locates;
- iii. From the date of mailing of the first Postcard Notice, and thereafter for six (6) months after the Effective Date, maintaining (i) the Settlement Website, and (ii) a toll-free number with recorded answers to commonly asked settlement

- questions, the ability to leave a message and request a call back, and reference to the Settlement Website;
- iv. Keeping track of Requests for Exclusion, including maintaining the original mailing envelope in which each request was mailed;
 - v. Keeping track of Claim Forms, including maintaining the original mailing envelope in which each form was mailed;
 - vi. Keeping track of objections, including maintaining the original mailing envelope in which each objection was mailed;
 - vii. Keeping track of all other communications from Class Members, including maintaining the original mailing envelope in which any communication was mailed;
 - viii. Maintaining adequate records of its activities, including the dates of each mailing of Class Notices, returned mail and other communications, and attempted written or electronic communications with Class Members;
 - ix. Promptly furnishing to counsel for the Parties (i) copies of any Requests for Exclusion, (ii) copies of any objections, and (iii) all other written or electronic communications received from Class Members;
 - x. Determining whether Requests for Exclusion comply with the terms of this Agreement and are timely and valid and effective to exclude the submitting Class Member from the Classes;
 - xi. Determining whether Claim Forms comply with the terms of this Agreement and are timely and valid;
 - xii. Promptly preparing and distributing any rejection of a Request for Exclusion to the submitting Class Member. Rejections shall set forth the reasons for rejection, including the reason(s) the Request for Exclusion fails to comply with the terms of this Agreement;
 - xiii. Promptly preparing and distributing notices of deficiencies to the submitting Class Member that set forth the reasons their Claim Form is deficient, including the reason(s) the Claim Form fails to comply with the terms of this Agreement;
 - xiv. Delivering to the Parties' counsel in a reasonably timely manner, but in no event later than sixteen (16) court days before the Final Approval Hearing, a written report concerning all Requests for Exclusion (valid and invalid), all Claim Forms (valid and deficient), and all objections;
 - xv. Establishing a Qualified Settlement Fund (QSF), as defined by 26 C.F.R. 1.468B-1, for the deposit of the Settlement Fund payment, ensuring that all taxes associated with the administration of the Settlement Fund are timely paid

to the appropriate tax authorities and all tax filings are timely filed, which taxes shall be paid from the Settlement Fund;

- xvi. Determining the payment to each member of the Final Settlement Class who submits a valid and timely claim in accordance with this Agreement;
- xvii. Preparing a list of Final Settlement Class Members;
- xviii. No later than thirty (30) days after the Effective Date, distributing payments to each Final Settlement Class Member who submitted a timely and valid Claim Form by sending an electronic payment or check by First Class Mail to each such member in the amount of his or her approved claim;
- xix. No later than ten (10) days after the Effective Date, distributing any Service Award approved by the Court in the amount of the award approved by the Court to their attorneys of record;
- xx. No later than ten (10) days after the Effective Date, preparing and distributing, in accordance with this Agreement and the Final Approval Order, Plaintiff's counsel's reasonable attorneys' fees and costs as directed by Class Counsel; and
- xxi. Confirming in writing its completion of the administration of the Settlement.

51. **Costs of Settlement Administration:** All expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Postcard Notice, Settlement Website, and toll-free telephone line, the cost of distributing and administering the benefits of the Settlement Agreement, and the Settlement Administrator's reasonable fees shall be paid to the Settlement Administrator from the Settlement Fund, subject to the approval of the Court.

VII. REQUESTS FOR EXCLUSION BY CLASS MEMBERS

52. Any Class Member may make a Request for Exclusion by mailing such request in writing to the Settlement Administrator at the address set forth in the Class Notice. Any Request for Exclusion must be postmarked no later than sixty (60) days after the Class Notice Date or such other date specified in the Court's Preliminary Approval Order. The Request for Exclusion shall (i) state the Class Member's full name and current address and signature, and (ii) specifically state his or her desire to be excluded from the Settlement and from the Final Settlement Class. Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Class Member being bound by the terms of the Settlement.

53. Any Class Member who submits a timely Request for Exclusion may not make any objections to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

54. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a weekly report informing them of any Requests for Exclusion received by the Settlement Administrator during each week following the Class Notice Date. The Settlement Administrator must provide Class Counsel with a declaration identifying all Class Members who

requested exclusion from the Settlement and indicating those requests that were untimely no later than sixteen (16) court days prior to the Final Approval Hearing. Class Counsel will file with the Court and serve Cleveland Brothers with the declaration along with their motion for final approval of the Settlement.

55. No party will solicit or encourage Requests for Exclusion. Any attempt to do so by Plaintiffs or Defendant will be deemed a breach of this Settlement Agreement.

VIII. OBJECTION TO SETTLEMENT BY CLASS MEMBERS

56. Any Class Member may make an objection to the proposed Settlement by mailing a letter to the Settlement Administrator at the address set forth in the Class Notice. Any objection to be considered valid must be mailed and postmarked no later than the Objection Date, i.e., sixty (60) days from the Class Notice Date. Class Counsel must file all objections with the Court, with service to counsel for all parties, not later than fourteen (14) days after the Objection Deadline. Any Class Member who has submitted a Request for Exclusion may not submit any objections or speak at the Final Approval Hearing.

57. To state a valid objection to the Settlement, an objecting Class Member must mail a letter to the Settlement Administrator setting forth all of the following information in writing: (i) the objector's full name, current address, current telephone number, and be personally signed, (ii) the case name and case number, *In re: Cleveland Brothers Data Incident Litigation*, Case No. 1:23-cv-00501-JPW, currently pending in the United States District Court for the Middle District of Pennsylvania, (iii) documentation sufficient to establish membership in one of the Classes, such as a copy of the Postcard Notice he or she received, (iv) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position(s), (v) copies of any other documents that the objector wishes to submit in support of his/her position, (vi) whether the objecting Class Member intends to appear at the Final Approval Hearing, and (v) whether the objecting Class Member is represented by counsel and, if so, the name, address, and telephone number of his/her counsel.

58. Subject to approval of the Court, any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court. By this provision, the Parties are not waiving and are expressly preserving their right to contest any appearance by an objector on any grounds, or from asserting any and all other potential defenses and privileges to any such appearance.

59. The agreed-upon procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Class Members. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to submit the objections to the Settlement Administrator at the address set forth in the Class Notice, by no later than the Objection Date.

60. Class Counsel will defend the Court's Final Approval Order and any related orders in the event of an appeal.

IX. RELEASE OF CLAIMS

61. Plaintiffs and Class Members who fail to timely make a Request for Exclusion from the Settlement release Defendant and Released Parties from any and all claims or causes of action which the Plaintiffs or any Class Member has against Defendant or the Released Parties as well as any and all claims, causes of action, damages, penalties, attorneys' fees, costs, and any other form of relief or remedy in law, equity, of whatever kind or nature and for any relief whatsoever, including monetary, injunctive, or declaratory relief, whether direct or indirect for any acts that were pled or could have been pled in the Action based on the facts, subject matter, or the factual or legal allegations in the Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law ("Released Claims").

62. Upon the Effective Date, Cleveland Brothers shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Settlement Class Members, and Plaintiffs' counsel of all claims based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for enforcement of the Settlement Agreement and except as to Class Members who submit a timely and valid Request for Exclusion from the Settlement.

63. This Settlement Agreement does not affect the rights of Class Members who submit a timely and valid Request for Exclusion from the Settlement.

64. Upon issuance of the Final Approval Order (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members, except those who have opted out in accordance with the provisions hereof, (ii) Defendant and Released Parties shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Action except as set forth herein, and (iii) Class Members shall be permanently barred from initiating, asserting or prosecuting any and all Released Claims against Defendant and Released Parties.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS

65. Class Counsel represents and warrants that they have the authority, on behalf of Plaintiffs, to execute, deliver and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid and binding obligation.

66. Cleveland Brothers, through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Cleveland Brothers of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by Cleveland Brothers. This Settlement Agreement has been duly and validly executed and delivered by Cleveland Brothers and constitutes its legal, valid and binding obligation.

XI. MISCELLANEOUS PROVISIONS

67. This Settlement Agreement is not to be used in evidence (except in connection with obtaining approval of this Settlement Agreement and enforcing its terms) and shall not at any time be construed or deemed to be any admission or concession by Cleveland Brothers with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. Cleveland Brothers specifically denies all of the allegations made in connection with the Action. Neither this Settlement Agreement nor any class certification pursuant to it shall constitute, in this or in any other proceeding, an admission by Cleveland Brothers, or evidence or a finding of any kind, that any requirement for class certification is satisfied with respect to the Action, or any other litigation, except for the limited purpose of settlement pursuant to this Settlement Agreement. This Settlement Agreement also is made with the Parties' express understanding and agreement that if for any reason this Settlement is not approved by the Court, Cleveland Brothers may continue to contest and deny that any class, including the proposed Settlement Class, is suitable for certification as a class under the law of any jurisdiction.

68. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Final Approval Order is not entered, or a Final Approval Order is subsequently reversed on appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Action, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into.

69. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

70. Capitalized words, terms and phrases are used as defined in Section II, above.

71. This Settlement Agreement may not be modified or amended except in writing and signed by all of the Parties.

72. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

73. Except as otherwise provided in this Settlement Agreement, each Party shall bear his, her or its own costs of the Action.

74. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in any of the Settlement papers.

75. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the release. The Final Approval Order will provide that the Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of this Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to this Settlement Agreement as provided herein, and allowing for discovery related to objectors, if any.

76. The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

77. This Settlement Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the Settlement of the Action.

78. The Parties agree that any unresolved disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved, shall be submitted to the Court for resolution.

79. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, or default, from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement, and to modify or supplement any notice contemplated hereunder.

80. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Agreement shall not be deemed a waiver of any provision of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

81. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

Laura Grace Van Note
Cole & Van Note
555 12th Street, Suite 2100
Oakland, CA 94607
Telephone: 510-891-9800
Email: lvn@colevannote.com

David K. Lietz
**Milberg Coleman Bryson Phillips
Grossman PLLC**
5335 Wisconsin Avenue NW, Suite 440
Washington, DC 20015
Telephone: 866-252-0878
Email: dlietz@milberg.com

For Cleveland Brothers:

Ernest F. Koschineg
Cipriani & Werner
450 Sentry Parkway, Suite 200
Blue Bell, PA 19422
Telephone: 610-567-0700
Email: ekoschineg@c-wlaw.com

Jill H. Fertel
Cipriani & Werner, P.C.
450 Sentry Parkway, Suite 200
Blue Bell, PA 19422
Telephone: 610-567-0700
Email: jfertel@c-wlaw.com

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Plaintiffs and Cleveland Brothers, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 3/13/2024


ID gQhf2gYXSaUa1zS3269HwnZ5

Robert MacMichael
Plaintiff

Dated: 3/13/2024


ID cmVjX36VwykYmuQokuRKvZU

Laura Van Note, Esq.
Cole & Van Note
Attorneys for Robert MacMichael

Dated: _____

Randy Thomas
Plaintiff

Dated: _____

Gabrielle Thomas
Plaintiff

For Class Counsel:

Laura Grace Van Note
Cole & Van Note
555 12th Street, Suite 2100
Oakland, CA 94607
Telephone: 510-891-9800
Email: lvn@colevannote.com

David K. Lietz
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Grossman PLLC**
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For Cleveland Brothers:

Ernest F. Koschineg
Cipriani & Werner
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Jill H. Fertel
Cipriani & Werner, P.C.
450 Sentry Parkway, Suite 200
Blue Bell, PA 19422
Telephone: 610-567-0700
Email: jfertel@c-wlaw.com

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Plaintiffs and Cleveland Brothers, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.


Dated: _____

Robert MacMichael
Plaintiff

Dated: _____


Laura Van Note, Esq.
Cole & Van Note
Attorneys for Robert MacMichael

Dated: 03/13/2024


Randy & Gabrielle Thomas (Mar 13, 2024 12:27 EDT)

Randy Thomas
Plaintiff

Dated: 03/13/2024


Randy & Gabrielle Thomas (Mar 13, 2024 12:27 EDT)

Gabrielle Thomas
Plaintiff

Dated: 3/13/2024

David K. Lietz
David K. Lietz, Esq.
Milberg Coleman Bryson Phillips Grossman PLLC
Attorneys for Randy Thomas and Gabrielle Thomas

Dated: 3/14/2024

Joseph J. Lundy
Name: JOSEPH J. LUNDY
As the Duly Authorized Corporate Representative of
Defendant Cleveland Brothers Equipment Company, Inc.

Dated: 3/14/2024

Jill H. Fertel
Jill H. Fertel, Esq
Cipriani & Werner
Attorneys for Defendant Cleveland Brothers Equipment
Company, Inc.