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THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

PAUL GOIS, *et al.*, on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

KISCO SENIOR LIVING, LLC,
Defendant.

RONALD COX, on behalf of himself
and all others similarly situated,

Case No. 24-cv-751-BJC-AHG

REPRESENTATIVE PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT
AND TO
DIRECT NOTICE OF PROPOSED
SETTLEMENT TO THE CLASS

1
2 Plaintiff,
3 v.
4 KISCO SENIOR LIVING, LLC,
5 Defendant.

6
7 **MEMORANDUM OF POINTS AND AUTHORITIES**

8
9 **INTRODUCTION**

10
11 Following hard-fought settlement negotiations, the Parties¹ reached a
12 settlement to resolve claims arising from a Data Incident Kisco announced in April
13 2024. The settlement creates a non-reversionary common fund of \$1,800,000.00 for
14 the benefit of approximately 26,663 class members (or **\$67.50** per class member),²
15 including, subject to Court approval, (1) Approved Claims for Credit Monitoring
16 Services; (2) Approved Claims for Ordinary Out-of-Pocket Losses; (3) Approved
17 Claims for Extraordinary Out-of-Pocket Losses and Attested Time; (4) Approved
18 Claims for California Statutory Payments; and (5) Residual Cash Payments. Subject
19 to Court approval, the Settlement Fund will also pay for a notice and administration
20 program, service awards to RPs, and attorneys' fees and expenses.

21 The settlement is a favorable result for the Settlement Class, securing valuable
22 benefits tailored to the facts of the case and resolving the risk and uncertainty of

23
24 ¹ The parties to the settlement are Paul Gois, Gayle Gois, Ronald Cox, and Matthew
25 Taylor, the Representative Plaintiffs ("RPs"), on behalf of the proposed Settlement
26 Class, and Defendant Kisco Senior Living, LLC ("Kisco"). Capitalized terms used
in this Brief have the same meaning as in the Settlement Agreement ("S.A."),
attached hereto as Exhibit 1.

27 ² As explained further below, this figure far exceeds what is typically obtained in
28 data breach cases.

1 continued litigation. The settlement is fair, reasonable, and adequate and meets the
2 requirements of Rule 23(e). RPs thus move for an order preliminarily approving the
3 settlement, directing notice to the Class, and scheduling a Final Approval Hearing.
4 In support of their motion, RPs submit the Settlement Agreement (“Settlement
5 Agreement”) (Ex. 1 hereto), which includes a proposed order preliminarily
6 approving the settlement and directing notice (Ex. D to the Settlement Agreement);
7 the declaration of proposed co-Class Counsel Ryan D. Maxey (“Maxey Decl.”) (Ex.
8 2 hereto); and the declaration of Carole Thompson behalf of the proposed Claims
9 Administrator (CPT Group, Inc. (“CPT”)), detailing the Notice Plan (“Thompson
10 Decl.”) (Ex. 3 hereto).

11 **FACTUAL BACKGROUND**

12 **A. Overview of the Litigation**

13 On or around February 23, 2024, Kisco experienced the Data Incident. After
14 Kisco provided notice of the Data Incident on or about April 17, 2024, RPs Paul
15 Gois and Gayle Gois filed a putative Class Action Complaint on April 26, 2024, in
16 the United States District Court for the Southern District of California, bringing
17 claims for negligence and breach of implied contract. Plaintiff Cox filed a second
18 case on May 13, 2024, which was consolidated into the *Gois* case. On June 21,
19 2024, RPs filed a consolidated complaint, bringing claims for negligence, breach of
20 implied contract, unjust enrichment, violation of the California Unfair Competition
21 Law, and violation of the California Consumer Privacy Act. Kisco denies the
22 allegations and the claims made in the Complaint. On August 6, 2025, RPs filed a
23 Consolidated Complaint (ECF No. 35) (“Complaint”), the operative complaint in
24 this action.
25

26 After significant discovery efforts, motion practice, and two formal
27 mediations, the parties reached an agreement in principle on a \$1,800,000.00
28

1 Settlement Fund, the terms of which were later finalized in this Settlement
2 Agreement and the attached exhibits.

3 **B. The Terms of the Proposed Settlement**

4 **The Settlement Class**

5 The proposed Settlement Class is defined as: all individual U.S. residents to
6 whom Kisco sent written notification of the Data Incident. S.A. ¶ 1.27.³ Kisco
7 represents that the Settlement Class contains approximately 26,663 individuals. *Id.*

8 **The Settlement Fund**

9 Kisco will pay \$1,800,000.00 into a Settlement Fund for class benefits, notice
10 and administration costs, service award payments approved by the Court, and
11 attorneys' fees and expenses award by the Court. *Id.* ¶ 2.1. Specifically, within forty-
12 five (45) days of preliminary settlement approval or receipt of an invoice, Form W-
13 9, and payment instructions from the Claims Administrator, whichever is later,
14 Defendant will cause to be deposited into the Settlement Fund the anticipated Costs
15 of Claims Administration. *Id.* Defendant will cause to be deposited into the same
16 account the awarded attorney's fees, costs, and service awards within five (5) days
17 of the Effective Date. *Id.* Defendant will cause to be deposited into the same account
18 the balance of the Settlement Fund within forty-five (45) days of the Effective Date.
19

20
21 ³ Excluded from the Settlement Class are: (1) the Judge and Magistrate Judge
22 presiding over the Lawsuits, any members of the Judges' respective staffs, and
23 immediate members of the Judges' respective families; (2) officers, directors,
24 members and shareholders of Defendant; (3) persons who timely and validly request
25 exclusion from and/or opt-out of the Settlement Class and the successors and
26 assigns of any such excluded persons; and (4) any person found by a court of
27 competent jurisdiction to be guilty under criminal law of initiating, causing, aiding
28 or abetting the criminal activity or occurrence of the Data Incident or who pleads
nolo contendere to any such charge. Several officers of Kisco were sent written
notification of the Data Incident but are specifically excluded from the Settlement
Class. *Id.*

Id. The specific benefits available to Settlement Class Members are detailed in the Settlement Agreement, and include:

- **Credit Monitoring Services.** The Settlement Fund will be used to provide three years of three bureau credit monitoring (“Credit Monitoring Services”). Settlement Class Members must file a claim form that selects credit monitoring in order to obtain Credit Monitoring Services.
- **Ordinary Out-of-Pocket Losses.** All Settlement Class members may submit a claim for Ordinary Out-of-Pocket Losses of up to \$1,000 per individual. S.A. ¶ 2.3. “Ordinary” Out-of-Pocket Losses are unreimbursed costs or expenditures incurred by a Class member in responding to notice of the Data Incident that were incurred between June 1, 2023 (or the earliest verifiable date the Data Incident occurred) and the Claims Deadline, as result of the Data Incident. *Id.* ¶ 2.3.1.
- **Extraordinary Losses and Attested Time.** In addition to submitting a claim for Ordinary Out-of-Pocket Losses, Settlement Class Members who believe they have suffered identity theft, fraud, or other extraordinary losses may submit a claim for Extraordinary Out-of-Pocket Losses up to \$10,000 per individual. S.A. ¶ 2.4. “Extraordinary Losses” are actual, documented, and unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class member’s personal information. *Id.* ¶ 2.4.1. The loss must have occurred between June 1, 2023 (or the earliest verifiable date the data breach occurred) and the Claims Deadline. *Id.* The Settlement Class Member must have 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. *Id.* In addition, and whether or not they incurred Extraordinary Out-of-Pocket Losses, Settlement Class Members may also submit a claim for up to 5 hours of time spent remedying issues related to the Data Incident at a rate of \$30 per hour, but only if at least 1 full hour was spent. (“Attested Time”). *Id.* ¶ 2.4.3.

- 1 • **California Statutory Payments.** In addition to any other relief under this
2 Settlement Agreement, Settlement Class Members who resided in California
3 at any time during the Data Incident (June 1, 2023 to June 6, 2023) may
4 claim \$250.00 in compensation for releasing their claims under the
5 California Consumer Privacy Act.
- 6 • **Residual Cash Payment.** If there are funds remaining in the Settlement
7 Fund after payment of Approved Claims for Credit Monitoring Services,
8 Approved Claims for Ordinary Out-of-Pocket Losses, Approved Claims for
9 Extraordinary Out-of-Pocket Losses and Attested Time, Approved Claims
10 for California Statutory Payments, costs of notice and administration, service
11 awards approved by the Court, and attorney's fees and expenses approved
12 by the Court ("the Remainder"), the Remainder will be paid pro rata to each
13 Settlement Class Member who timely submitted an approved claim, whether
14 for a Residual Cash Payment or any other benefit available under the
15 Settlement. *Id.* ¶ 2.7. The amount of the Residual Cash Payments will be
16 calculated by dividing the Remainder by the number of Settlement Class
17 Members who timely submitted an approved claim. *Id.*

18 Settlement Class Members seeking any of these benefits must complete and
19 submit either a written or online Claim Form to the Claims Administrator,
20 postmarked or electronically submitted on or before the Claims Deadline. *Id.* ¶ 2.9.2.
21 For Claims for Ordinary Out-of-Pocket Losses and Claims for Extraordinary Losses
22 and Attested Time, the claimant must provide documentation supporting their claim
23 (*id.* ¶¶ 2.3.2, 2.4.2).

24 If the aggregate amount of Approved Claims for Ordinary Out-of-Pocket
25 Losses, Approved Claims for Extraordinary Out-of-Pocket Losses and Attested
26 Time, and Approved Claims for California Statutory Payments exceeds the
27 remaining amount of the Settlement Fund after payment of Approved Claims for
28 Credit Monitoring Services, notice and administration costs, service awards
approved by the Court, and attorneys' fees and expenses approved by the Court,

1 Approved Claims for Ordinary Out-of-Pocket Losses, Approved Claims for
2 Extraordinary Out-of-Pocket Losses and Attested Time, and Approved Claims for
3 California Statutory Payments will be decreased pro rata to consume the remaining
4 amount of the Settlement Fund. *Id.* ¶ 2.7.

5
6 **Proposed Notice and Claims Program**

7 Proposed Class Counsel have retained, and request that the Court appoint,
8 CPT Group, Inc. as the Claims Administrator to provide notice to Settlement Class
9 Members and to process claims. CPT will send a Short Form Notice with an attached
10 “tear off” claim form with prepaid postage via U.S. mail to all Settlement Class
11 Members for whom a valid mailing address is provided. Prior to mailing, to increase
12 the success rate of deliverability, CPT will scrub the records to reduce anomalies
13 and duplicates and update the mailing addresses using National Change of Address
14 (NCOA). Any mailed notices that are returned as undeliverable from the post office
15 will be promptly re-mailed if returned with a forwarding address or skip traced in
16 attempt to find the current addresses and promptly re-mailed if ascertained.
17 Thompson Decl. ¶ 11. Moreover, the Long Form Notice will be posted on the
18 Settlement Website, along with other important documents such as the Settlement
19 Agreement, and a toll-free help line will be available to answer Settlement Class
20 Members’ questions. *Id.* ¶¶ 12-13. In proposed Class Counsel’s experience, the
21 reach of the Notice Plan meets that of other court-approved notice programs, and
22 has been designed to meet due process requirements, including the “desire to
23 actually inform” requirement. The Notice Plan is thus the best notice practicable
24 under the circumstance of this case.

25 The claims process similarly draws upon the most up-to-date techniques to
26 facilitate participation, including the ability to submit claims electronically on the
27 Settlement Website or by mail. CPT, the proposed Claims Administrator, is a
28

1 widely-regarded expert with the experience and capability to handle a case of this
2 magnitude. *See generally* Thompson Decl.

3 **Attorneys’ Fees and Expenses and Service Awards**

4 Proposed Class Counsel may request an award of attorney’s fees of up to one
5 third of the Settlement Fund, or \$600,000.00, to be paid exclusively from the
6 Settlement Fund. S.A. ¶ 7.2. Kisco reserves its right to contest any such request. *Id.*

7 Proposed Class Counsel may request an award of costs and expenses up to
8 \$50,000.00 to be paid exclusively from the Settlement Fund. *Id.* Kisco reserves its
9 right to contest any such request. *Id.*

10 Proposed Class Counsel may also request a service award of up to \$5,000.00
11 for each of RPs to be paid from the Settlement Fund. *Id.* ¶ 7.3. Kisco reserves its
12 right to contest any such request. *Id.*

13 **Releases**

14 The Settlement Class will release Kisco from claims that were or could have
15 been asserted in this case. The releases are detailed in the Settlement Agreement and
16 are tailored to the claims at issue in the litigation. *Id.* ¶¶ 1.22, 1.23, 6.1.

17 **ARGUMENT**

18
19 In *In re Solara Med. Supplies Data Breach Litig.*, No. 3:19-CV-02284-H-
20 KSC, 2022 WL 1174102 (S.D. Cal. Apr. 20, 2022), another “cyberattack” case,
21 Judge Huff thoroughly laid out the criteria for approving a class action settlement in
22 the data privacy context before analyzing those criteria and ultimately granting
23 preliminary approval of a class action settlement. RPs rely on Judge Huff’s Order
24 throughout this motion as it offers guidance particularly useful in the data privacy
25 context, including as follows:

26 When “the parties reach a settlement agreement prior to class
27 certification, courts must peruse the proposed compromise to ratify
28

1 both the propriety of the certification and the fairness of the settlement.”
2 *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003). The district
3 court must first “assess whether a class exists,” and second, determine
4 whether the “proposed settlement is fundamentally fair, adequate, and
reasonable.” *Id.*

5 *Id.* at *3 (citations omitted).

6
7 **A. Whether a Class Exists.**

8 **1. Class Certification.**

9
10 “A plaintiff seeking to certify a class under Rule 23(b)(3) must first satisfy the
11 requirements of Rule 23(a).” *Id.* (citing Fed. R. Civ. P. 23(b); *Wal-Mart Stores, Inc.*
12 *v. Dukes*, 564 U.S. 338, 345 (2011)). “Once subsection (a) is satisfied, the purported
13 class must the fulfill the requirements of Rule 23(b)(3).” *Id.* (citing Fed. R. Civ. P.
14 23(b)).

15 **i. Rule 23(a) Requirement.**

16 **1. Numerosity.**

17 “The numerosity prerequisite is met if ‘the class is so numerous that joinder
18 of all members is impracticable.’” *Id.* (quoting Fed. R. Civ. P. 23(a)(1)). “‘In
19 general, courts find the numerosity requirement satisfied when a class includes at
20 least 40 members.’” *Id.* (quoting *Rannis v. Recchia*, 380 F. App’x 646, 651 (9th Cir.
21 2010)). The proposed class includes approximately 26,663 individuals. S.A. ¶ 1.27.
22 Joinder of this many class members would be impracticable.

23 **2. Commonality.**

24
25 “The commonality prerequisite is met if there are ‘questions of law or fact
26 common to the class.’” *In re Solara*, No. 2022 WL 1174102, at *4 (quoting Fed. R.
27 Civ. P. 23(a)(2)). “‘[T]he key inquiry is not whether the plaintiffs have raised
28

1 common questions, ‘even in droves,’ but rather, whether class treatment will
2 ‘generate common answers apt to drive the resolution of the litigation.’” *Id.* (quoting
3 *Abdullah v. U.S. Sec. Assocs., Inc.*, 731 F.3d 952, 957 (9th Cir. 2013)). Common to
4 all class members is whether Kisco’s data security adequately protected their
5 personal information and whether RPs and Class Members are entitled to damages,
6 injunctive relief, or other equitable relief and the measure of such. *See generally*
7 Complaint. Commonality is satisfied because this issue is capable of class-wide
8 resolution.⁴

9 10 **3. Typicality.**

11 Typicality requires that ‘the claims or defense of the representative parties
12 [be] typical of the claims or defenses of the class.’” *In re Solara*, No. 2022 WL
13 1174102, at *4 (quoting Fed. R. Civ. P. 23(a)(3)). “A plaintiff’s claims are ‘typical
14 if they are reasonably co-extensive with those of absent class members.’” *Id.*
15 (quoting *Castillo v. Bank of America, NA*, 980 F.3d 723, 729 (9th Cir. 2020)).
16 “Typicality requires that a representative plaintiff ‘possess the same interest and
17 suffer the same injury as the class members.’” *Id.* (quoting *Gen. Tel. Co. of Sw. v.*
18 *Falcon*, 457 U.S. 147, 156 (1982)). RPs’ claims arise from the same Data Incident
19 that impacted other class members and they experienced the same injuries and seek

20
21 ⁴ *See Peterson v. Vivendi Ticketing US LLC*, No. CV 23-7498-MWF (DFMX), 2024
22 WL 3915154, at *7 (C.D. Cal. June 20, 2024) (“That [commonality] requirement is
23 met here, as each Class Member seek resolution of the same legal and factual issues,
24 such as (1) whether Defendant’s data security systems prior to and during the Data
25 Security Incident complied with applicable federal and state laws and regulations;
26 (2) whether Defendant was negligent in failing to properly secure and protect
27 Plaintiffs’ and the Class’s PII; (3) whether Defendant was unjustly enriched by its
28 actions; and (4) whether Plaintiffs and the Class are entitled to damages, injunctive
relief, or other equitable relief, and the measure of such damages and relief. (See
Consolidated Complaint ¶ 152). The commonality requirement is therefore
satisfied.”).

1 the same relief. *See* Complaint ¶¶ 1-19. Typicality is satisfied because resolving RPs’
2 claims would also resolve the class members’ claims.⁵
3

4 **4. Adequacy of representation.**

5 “The adequacy of representation prerequisite requires that the class
6 representative be able to ‘fairly and adequately protect the interests of the class.’”
7 *In re Solara*, No. 2022 WL 1174102, at *4 (quoting Fed. R. Civ. P. 23(a)(4)).
8 “Representation is adequate if the plaintiff and class counsel (1) do not have any
9 conflicts of interest with any other class members and (2) will prosecute the action
10 vigorously on behalf of the class.” *Id.* (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d
11 1011, 1020 (9th Cir. 1998)). RPs’ and class members’ claims arise from the impact
12 to their PII as a result of the Data Incident. RPs actively participated in the case by
13 assisting with the initial and amended complaints, approving the Settlement, and
14 actively participating in discovery, including by preparing to sit for depositions.
15 Maxey Decl. ¶ 27. The proposed service awards do not misalign their interests with
16 those of other class members. And proposed Class Counsel have capably litigated
17 this action thus far. These factors satisfy the adequacy requirement.⁶
18

19 ⁵ *See Peterson*, 2024 WL 3915154, at *7 (“Here, Plaintiffs allege that their PII was
20 compromised and that they were impacted by the same allegedly inadequate data
21 security that harmed the rest of the Settlement Class. (Motion at 9). Accordingly,
the typicality requirement is satisfied.”).

22 ⁶ *See Peterson*, 2024 WL 3915154, at *8 (“As to the first prong, the Court perceives
23 no obvious conflicts between Plaintiffs and their counsel and the other Class
24 Members. Plaintiffs are not subject to any unique defenses, have experienced the
25 same injuries as the other Class Members, and seek compensation from Defendant.
26 (Motion at 9–10). As to the second prong, as already discussed, Plaintiffs and Class
27 Counsel have vigorously prosecuted this action, Class Counsel have substantial
28 experience litigating similar types of class actions, and there is no reason to believe
that Plaintiffs and Class Counsel would not vigorously pursue this action on behalf
of the Settlement Class. The adequacy requirement is satisfied.”).

1 **ii. Rule 23(b)(3).**

2
3 “Rule 23(b)(3) requires a court to find that: (1) ‘the questions of law or fact
4 common to class members predominate over any questions affecting only individual
5 members’ and (2) ‘that a class action is superior to other available methods for fairly
6 and efficiently adjudicating the controversy.’” *In re Solara*, No. 2022 WL 1174102,
7 at *4 (quoting Fed. R. Civ. P. 23(b)(3)). “These factors are referred to as the
8 ‘predominance’ and ‘superiority’ tests.” *Id.* (quoting *Hanlon*, 150 F.3d at 1022-23).
9 “Rule 23(b)(3)’s requirements are designed ‘to cover cases in which a class action
10 would achieve economies of time, effort, and expenses, and promote...uniformity of
11 decision as to persons similarly situated, without sacrificing procedural fairness or
12 bringing about other undesirable results.’” *Id.* (quoting *Amchem Prods., Inc. v.*
13 *Windsor*, 521 U.S. 591, 615 (1997)). “If the parties seek to certify a class for
14 settlement purposes, ‘a district court need not inquire whether the case, if tried,
15 would present intractable management problems for the proposal is that there be no
16 trial.’” *Id.* (quoting *Amchem Prods.*, 521 U.S. at 620).

17 **1. Predominance.**

18 “The predominance inquiry tests whether the proposed class is ‘sufficiently
19 cohesive to warrant adjudication by representation.’” *Id.* (quoting *Hanlon*, 150 F.3d
20 at 1022). “This analysis requires more than proof of common issues of law and
21 fact.” *Id.* (quoting *Hanlon*, 150 F.3d at 1022). “Rather, the common questions
22 should ‘present a significant aspect of the case and...be resolved for all members of
23 the class in a single adjudication.’” *Id.* (quoting *Hanlon*, 150 F.3d at 1022). RPs
24 alleges that Kisco acted uniformly as to RPs and other class members, resulting in
25 the theft of their personal information. *See* Complaint ¶¶ 1-19. This satisfies the
26
27
28

1 predominance requirement.⁷

2 **2. Superiority.**

3 “The superiority inquiry requires determination of ‘whether objectives of the
4 particular class action procedure will be achieved in the particular case.’” *In re*
5 *Solara*, No. 2022 WL 1174102, at *4 (quoting *Hanlon*, 150 F.3d at 1023). “The
6 class action method is considered to be superior if ‘classwide litigation of common
7 issues will reduce litigation costs and promote greater efficiency.’” *Id.* (quoting
8 *Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir. 1996)). “The class
9 action method has become a common method of adjudicating claims arising out of
10 data breaches.” *Id.* (citing *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, No.
11 16-MD-02752-LHK, 2020 WL 4212811, *8 (N.D. Cal. July 22, 2020)). It would be
12 impractical for 26,663 individuals to bring separate lawsuits against Kisco with
13 claims arising from the Data Incident. Because a class action is the better method for
14 RPs and other class members to vindicate their rights, the superiority requirement is
15 satisfied.⁸

17 ⁷ See *Peterson*, 2024 WL 3915154, at *8 (“Here, Plaintiffs’ claims depend on the
18 common question of whether Defendant used reasonable data security measures to
19 protect consumers’ PII. (Motion at 10–11). A common question is one where the
20 same evidence will suffice for each member to make a prima facie showing [or] the
21 issue is susceptible to generalized, class-wide proof. Since the question here can be
22 resolved using the same evidence for all Class Members, a single adjudication is
appropriate and thus, the predominance requirement is satisfied.”) (citations
omitted).

23 ⁸ See *Peterson*, 2024 WL 3915154, at *8 (“Under the first factor, individual Class
24 Members do not have a strong interest in prosecuting their individual claims. Each
25 Class Member’s damages or financial detriment is relatively small compared to the
26 burden and expense that would be required to individually litigate their claims
27 against Defendant. Thus, a class action is a more efficient means for each individual
28 Member to pursue his or her claims. Moreover, because the claims of all putative
Class Members are virtually identical, individual suits would require duplicative
efforts. With respect to the second factor, there does not appear to be any other

1 **iii. Appointment of Class Counsel and Class Representative.**

2
3 “Under Rule 23(g), a court that certifies a class must appoint class counsel.”
4 *Id.* (citing Fed. R. Civ. P. 23(g)(1)). “A court must consider the following factors
5 when appointing class counsel: ‘(i) the work counsel has done in identifying or
6 investigating potential claims in the action; (ii) counsel's experience in handling class
7 actions, other complex litigation, and the types of claims asserted in the action; (iii)
8 counsels' knowledge of the applicable law; and (iv) the resources that counsel will
9 commit to represent the class.’” *Id.* (quoting Fed. R. Civ. P. 23(g)(1)(A)). “The
10 court may also ‘consider any other matter pertinent to counsel's ability to fairly and
11 adequately represent the interest of the class.’” *Id.* (quoting Fed. R. Civ. P.
12 23(g)(1)(B)).

13 **a. The work Proposed Class Counsel has done in**
14 **identifying or investigating potential claims in the**
15 **action.**

16 Proposed Class Counsel undertook significant investigation of the
17 surrounding facts before negotiating the proposed settlement. First, prior to filing
18 the complaint, Proposed Class Counsel investigated whether there were any reports
19 that the data at issue was published on the dark web. Maxey Decl. ¶ 20. As a result
20 of this investigation, the complaint alleges that (1) “[o]n or around June 16, 2023,
21 reports began surfacing on the Internet that Defendant had been the subject of a
22 ransomware attack by the Blackbyte ransomware group,” (2) “[o]n or around June
23

24 _____

25 litigation currently or previously pending by any Class Member concerning similar
26 claims to those at issue in this action. Finally, as to the third factor, it is desirable to
27 concentrate litigation before this Court. Defendant's principal place of business is
28 in California, which supports litigation in this forum. Considering the presence of
Defendant in California and the inclusion of a California sub-class, this Court is a
proper forum for resolution of the action.”) (citations omitted).

1 16, 2023, the Blackbyte ransomware group posted samples of information it
2 acquired during the Data Breach on the dark web,” and (3) According to one report
3 posted on the Internet on June 16, 2023, “[t]he BlackByte ransomware group added
4 Kisco Senior Living to its victim list. Kisco Senior Living, a renowned provider of
5 elderly care services in the United States of America, has allegedly fallen victim to
6 the notorious BlackByte ransomware group,”” and (4) “[t]he hacker collective
7 shared screenshots of the data they claimed to have exfiltrated from the Kisco Senior
8 Living data breach on their dark web portal.” Complaint ¶¶ 7-10.

9
10 Second, Proposed Class Counsel investigated whether any of the data at issue
11 was actually published on the dark web, including retaining an expert to search the
12 dark web for impacted data. Maxey Decl. ¶ 20. In negotiating the proposed
13 settlement, Proposed Class Counsel leveraged reports that samples of the data had
14 been published and other evidence that the information had been released. *Id.*

15 Third, through formal discovery including requests for production,
16 interrogatories, requests for admission, and a Rule 30(b)(6) deposition, Proposed
17 Class Counsel requested and obtained information from Kisco regarding its
18 knowledge of the manner of the attack, its response thereto, the size of the putative
19 class, and what the attacker did with the data. *Id.*

20 **b. Counsel’s experience in handling class actions, other**
21 **complex litigation, and the types of claims asserted in**
22 **the action and their knowledge of the applicable law.**

23 Proposed Class Counsel have extensive experience in data breach and class
24 action litigation. Maxey Decl. ¶¶ 3-17; *see, e.g., Peterson*, 2024 WL 3915154, at *4
25 (“Class Counsel have substantial experience handling complex litigations and class
26 actions across carious practice areas, including data breach class actions.”).

27 **c. The resources that Proposed Class Counsel will commit**
28

1 **to represent the class.**

2
3 Proposed Class Counsel have already dedicated ample time and resources to
4 the litigation and commit to continuing to do so. *See, e.g., Peterson*, 2024 WL
5 3915154, at *4 (“Counsel have worked on behalf of the punitive class since the Data
6 Security Incident was first announced, have evaluated the legal and factual disputes
7 and therefore have dedicated ample time and resources to the litigation.”).

8 **B. The Settlement.**

9 “Rule 23(e) requires the Court to determine whether a proposed settlement is
10 ‘fundamentally fair, adequate, and reasonable.’” *Id.* (quoting *Staton v. Boeing Co.*,
11 327 F.3d 938, 959 (9th Cir. 2003)). “To make this determination, the Court must
12 consider a number of factors, including: (1) the strength of plaintiff’s case; (2) the
13 risk, expense, complexity, and likely duration of further litigation; (3) the risk of
14 maintaining class action status throughout the trial; (4) the amount offered in
15 settlement; (5) the extent of discovery completed, and the stage of proceedings; (6)
16 the experience and views of counsel; (7) the presence of a governmental participant;
17 and (8) the reaction of class members to the proposed settlement.” *Id.* (citing *Staton*,
18 327 F.3d at 959).

19 ““In addition, the settlement may not be the product of collusion among the
20 negotiating parties.”” *Id.* (quoting *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454,
21 458 (9th Cir. 2000)). ““Prior to formal class certification, there is an even greater
22 potential for a breach of fiduciary duty owed the class during settlement.
23 Accordingly, such agreements must withstand an even higher level of scrutiny of
24 collusion or other conflicts of interest than is ordinarily required under Rule 23(e)
25 before securing the court’s approval as fair.”” *Id.* (quoting *In re Bluetooth Headset*
26 *Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011)). ““Signs of collusion include:

1 (1) a disproportionate distribution of the settlement fund to counsel; (2) negotiation
2 of a ‘clear sailing provision’; and (3) an arrangement for funds not awarded to revert
3 to defendant rather than to be added to the settlement fund.” *Id.* (quoting *Hefler v.*
4 *Wells Fargo & Co.*, 2018 WL 4207245, *7 (N.D. Cal. Sept. 4, 2018)).

5 “Given that some of these factors cannot be fully assessed until a court
6 conducts the final approval hearing, ‘a full fairness analysis is unnecessary at this
7 stage.’” *Id.* (quoting *Alberto v. GMRI, Inc.*, 252 F.R.D. 652, 665 (E.D. Cal. 2008)
8 (citation omitted)). “Rather, at the preliminary approval stage, a court need only
9 review the parties’ proposed settlement to determine whether it is within the
10 permissible ‘range of possible judicial approval’ and thus, whether the notice to the
11 class and the scheduling of a fairness hearing is appropriate.” *Id.* (quoting *Alberto*,
12 252 F.R.D. at 666 (citation omitted)). “Preliminary approval of a settlement and
13 notice to the class is appropriate if ‘(1) the proposed settlement appears to be the
14 product of serious, informed, and noncollusive negotiations, (2) has no obvious
15 deficiencies, (3) does not improperly grant preferential treatment to class
16 representatives or segments of the class, and (4) falls within the range of possible
17 approval.’” *Id.* (quoting *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078,
18 1079–80 (N.D. Cal. 2007)).

19 “In determining whether a proposed settlement should be approved, the Ninth
20 Circuit has a ‘strong judicial policy that favors settlements, particularly where
21 complex class action litigation is concerned.’” *Id.* (quoting *Class Plaintiffs v. City*
22 *of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992)). “Additionally, the Ninth Circuit
23 favors deference to the ‘private consensual decision [settling] parties,’ particularly
24 where the parties are represented by experienced counsel and negotiation has been
25 facilitated by a neutral party.” *Id.* (citing *Rodriguez v. West Publ’g Corp.*, 563 F.3d
26 948, 965 (9th Cir. 2009)).
27
28

- 1 **1. The Settlement (i) appears to be the result of serious, informed, and**
2 **non-collusive negotiations and (ii) does not appear to have any**
3 **obvious deficiencies, does not improperly grant preferential**
4 **treatment to class representatives or segments of the class, and falls**
5 **within the range of possible approval.**

6 The proposed settlement was clearly the result of serious, informed, and non-
7 collusive negotiations. As discussed above, Proposed Class Counsel undertook
8 significant investigation of the surrounding facts before negotiating the proposed
9 settlement, including (i) investigating whether there were any reports that the data at
10 issue was published on the dark web, (ii) investigating whether any of the data at
11 issue was actually published on the dark web, including retaining an expert to search
12 the dark web for impacted data, and (iii) through formal discovery including requests
13 for production, interrogatories, requests for admission, and a Rule 30(b)(6)
14 deposition, Proposed Class Counsel requested and obtained information from Kisco
15 regarding its knowledge of the manner of the attack, its response thereto, the size of
16 the putative class, and what the attacker did with the data. Maxey Decl. ¶ 20.

17 As for whether the settlement appears to have any obvious deficiencies,
18 improperly grants preferential treatment to class representatives or segments of the
19 class, and falls within the range of possible approval, the result obtained here
20 satisfies these concerns, as evidenced by the dollar amount per class member
21 obtained relative to the amounts obtained in other cyberattack cases in the Ninth
22 Circuit. As data breach cases go, this case was stronger than average on the merits
23 given the allegations that the Blackbyte ransomware group posted samples of
24 information it acquired during the Data Breach on the dark web. Complaint ¶¶ 1, 8.
25 Commensurate with this, the “common fund” settlement obtained for RPs and
26 Settlement Class Members is an exemplary result for a data breach settlement,
27 particularly a cyberattack case. Below are example orders within the Ninth Circuit

granting preliminary or final approval of common fund settlements in data breach cases arising from cyberattacks, none of which achieves the \$67.50 per Settlement Class Member obtained here:

- \$3.75 per class member: *In Re PostMeds, Inc. Data Breach Litig.*, No. 23-CV-05710-HSG, 2024 WL 4894293 (N.D. Cal. Nov. 26, 2024) (granting preliminary approval) (\$7.5 million fund for approximately 2 million class members)
- \$10.04 per class member: *Peterson v. Vivendi Ticketing US LLC*, No. CV 23-7498-MWF (DFMX), 2024 WL 3915154 (C.D. Cal. June 20, 2024) (granting preliminary approval) (\$3.25 million fund for approximately 323,498 class members)
- \$7.14 per class member: *Harbour v. California Health & Wellness Plan*, No. 5:21-CV-03322-EJD, 2024 WL 171192 (N.D. Cal. Jan. 16, 2024) (granting final approval) (\$10 million fund for approximately 1.4 million class members)
- \$3.74 per class member: *Guy v. Convergent Outsourcing, Inc.*, No. C22-1558 MJP, 2023 WL 8778166 (W.D. Wash. Dec. 19, 2023) (\$2.45 million fund for approximately 640,906 class members)
- \$50.60 per class member: *In re Solara*, 2022 WL 1174102 (granting preliminary approval) (\$5,060,000 fund for approximately 100,000 individuals)

In addition, the proposed settlement treats all class members equally. Each class member can make a claim for (1) Approved Claims for Credit Monitoring Services; (2) Approved Claims for Ordinary Out-of-Pocket Losses; (3) Approved Claims for Extraordinary Out-of-Pocket Losses and Attested Time; and (4) Residual Cash Payments. Approved Claims for California Statutory Payments are appropriately limited to the subclass of California residents authorized to make such

1 claims under California law and is within the range of statutory damages afforded
2 by the CCPA. *See* Cal. Civ. Code § 1798.150(a)(1)(A) (providing statutory damages
3 of between \$100-\$750 per violation).
4

5 **C. Approving Class Notice.**

6 “Class notice must be ‘reasonably calculated, under all the circumstances, to
7 apprise interested parties of the pendency of the action and afford them an
8 opportunity to present their objections.’” *In re Solara*, 2022 WL 1174102, at *8
9 (quoting *Roes, 1–2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1045 (9th Cir. 2019)).
10 “In addition, the class notice must satisfy the content requirements of Rule
11 23(c)(2)(B), which provides the notice must clearly and concisely state in plain,
12 easily understood language:
13

14 [t]he nature of the action; (ii) the definition of the class
15 certified; (iii) the class claims, issues, or defenses; (iv) that
16 a class member may enter an appearance through an
17 attorney if the member so desires; (v) that the court will
18 exclude from the class any member who requests
19 exclusion; (vi) the time and manner for requesting
20 exclusion; and (vii) the binding effect of a class judgment
21 on members under Rule 23(c)(3).

22 *Id.* (quoting Fed. R. Civ. P. 23(c)(2)(B)).

23 **1. Content and Method of Notice.**

24 The proposed notice program provides that a Short Form Notice, with an
25 attached “tear off” claim form with prepaid postage for those who wish to make
26 claims that do not require documentation, shall be mailed to all Settlement Class
27 Members. *Id.* ¶ 3.2.1. The Claims Administrator shall mail a copy of the Short Form
28 Notice via United States Postal Services (“USPS”) first class mail to all Settlement

1 Class Members for whom Kisco can ascertain a mailing address from its records
2 with reasonable effort. *Id.* For any Short Form Notices that are returned
3 undeliverable, the Claims Administrator shall use reasonable efforts to identify
4 updated mailing addresses and resend the Short Form Notice to the extent feasible.
5 *Id.* The Claims Administrator shall email a copy of the Short Form Notice to all
6 Settlement Class Members for whom Kisco can ascertain an email address from its
7 records with reasonable effort. *Id.*

8 The Short Form Notice (i) states that a proposed settlement has been reached
9 in a class action lawsuit arising from the Data Incident, (ii) defines the class as “all
10 individual U.S. residents to whom Kisco sent written notification of the Data
11 Incident,” (iii) explains that the claims in the lawsuit relate to the Data Incident and
12 identifies the relief available to Settlement Class Members, (iv) advises that “Other
13 Options” include exclusion from the Settlement or objecting to the it, and (v) advises
14 that Settlement Class Members who do not exclude themselves from the Settlement
15 will give up their right to sue Kisco for the claims that the Settlement resolves. S.A.
16 **Ex. B.** The deadlines to make a claim, request exclusion, and object have
17 placeholders for this information to be filled in following preliminary approval. *Id.*

18 In addition to mailing the Short Form Notice to Settlement Class Members,
19 the Claims Administrator shall also post a Long Form Notice on the Settlement
20 Website. *Id.* ¶ 3.2.2. RPs submit that the notice program satisfies the requirements
21 of Rule 23 and due process and should be approved.

22 **D. Scheduling Fairness Hearing.**

23 For the Court’s convenience, RPs propose the following dates and deadlines,
24 including proposing that the final fairness hearing be scheduled no sooner than 150
25 days from the date the Court enters an order preliminarily approving the proposed
26 settlement:
27
28

ACTION	DATE
Defendant Provides Class Member List	Within 14 days of an order directing class notice
Class Notice Date / Completion of Notice Program	30 days after entry by the Court of the Preliminary Approval Order
Motion for Attorneys' Fees, Expenses, and Service Awards to RPs	14 days prior to the Objection Deadline
Exclusion / Opt-Out Deadline	60 days from the Class Notice Date
Objection Deadline	60 days from the Class Notice Date
Deadline to Submit Claims	90 days after the Class Notice Date
Final Approval Brief and Response to Objections Due	At least 14 days prior to the Final Approval Hearing
Final Approval Hearing	(To be scheduled no earlier than 150 days after entry of Preliminary Approval Order)

CONCLUSION

For the reasons set forth set forth above, RPs request the Court enter the order proposed by the Parties directing the Settlement Class be notified of the proposed settlement in the manner set forth in the Notice Plan and schedule a Final Approval Hearing.

Date: September 3, 2026

Respectfully Submitted,

/s/ Ryan D. Maxey

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** admitted pro hac vice*

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the Proposed Class*

CERTIFICATE OF SERVICE

I hereby certify that on September 3, 2026, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notice of electronic filing to all counsel of record.

/s/ Ryan D. Maxey

**THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

PAUL GOIS, *et al.*, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

KISCO SENIOR LIVING, LLC,

Defendant.

Case No. 24-cv-751-BJC-AHG

RONALD COX, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

KISCO SENIOR LIVING, LLC,

Defendant.

SETTLEMENT AGREEMENT

This Settlement Agreement, dated August 25, 2026, is made and entered into by and among: (1) Plaintiffs Paul Gois, Gayle Gois, Ronald Cox, and Matthew Taylor (“Plaintiffs” or “Representative Plaintiffs”), individually and on behalf of the Settlement Class Members (as defined below); and (2) Defendant Kisco Senior Living, LLC (“Defendant” or “Kisco”) (collectively, the “Parties”).

I. BACKGROUND

1. Defendant operates senior living communities in California, North Carolina, Florida, Hawaii, Utah, Virginia, Massachusetts, Colorado, Maryland, and Washington D.C.

2. On June 6, 2023, Defendant experienced a network disruption (the “Data Incident”).

3. After Kisco provided notice of the Data Incident on or about April 17, 2024, Plaintiffs Paul Gois and Gayle Gois filed a putative Class Action Complaint on April 26, 2024, in the United States District Court for the Southern District of California, bringing claims for negligence and breach of implied contract. Plaintiff Cox filed a second case on May 13, 2024, which was consolidated into the first case. On June 21, 2024, all Plaintiffs filed a consolidated complaint, bringing claims for negligence, breach of implied contract, unjust enrichment, violation of the California Unfair Competition Law, and violation of the California Consumer Privacy Act.

4. Pursuant to the terms set out below, this Settlement Agreement provides for the full and final resolution, discharge and settlement of all claims and causes of action asserted, or that could have been asserted, against Kisco and the Released Persons (as defined below) arising out of or relating to the Data Incident, by and on behalf of the Representative Plaintiffs and Settlement Class Members (as defined below) and any other such actions by and on behalf of any other persons in the United States relating to the Data Incident. The settlement contemplated by this Settlement Agreement is subject to preliminary and final approval by the Court.

II. REPRESENTATIVE PLAINTIFFS' CLAIMS AND BENEFITS OF SETTling

Representative Plaintiffs believe the claims asserted in the Litigation (as defined below), as set forth in the Complaint, have merit. Representative Plaintiffs, and their counsel who are proposed as Class Counsel (“Proposed Class Counsel”), recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the litigation against Kisco through motion practice, trial, and potential appeals. They have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are experienced in class action litigation and are very knowledgeable regarding the relevant claims, remedies, and issues generally in such litigation and in the privacy issues specific to this litigation. They have determined that the settlement set forth in this Settlement Agreement, which provides compensation for those individuals who are alleged to have suffered the consequences of the Data Incident, is fair, reasonable, and adequate, and in the best interest of Representative Plaintiffs and the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Kisco denies all of the material contentions and claims alleged against it in the Litigation, and all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Kisco specifically denies that Representative Plaintiffs and the Settlement Class Members are entitled to any relief from Kisco. Kisco further asserts that neither the Representative Plaintiffs nor the Settlement Class Members have suffered harm and that the complications of managing a potential trial in this matter, among other reasons, would preclude class certification in the absence of settlement. Nonetheless, without making any admission of wrongdoing whatsoever, Kisco has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and

conditions set forth in this Settlement Agreement. Kisco has also considered the uncertainty and risks inherent in any litigation. Kisco has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. SETTLEMENT TERMS

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is hereby agreed by and among Representative Plaintiffs, individually and on behalf of the Settlement Class Members, and Kisco that, subject to the approval of the Court, the Litigation be forever resolved, settled, compromised, and dismissed with prejudice on the following terms and conditions:

1. Definitions

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

- 1.1. “Agreement” or “Settlement Agreement” means this agreement.
- 1.2. “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.
- 1.3. “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.
- 1.4. “Claims Administrator” means CPT Group, a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation, subject to approval by the Court.
- 1.5. “Claims Deadline” means the postmark deadline for valid claims pursuant to ¶ 2.9.2 which shall be 90 days after the Class Notice Date.

1.6. “Claim Form” means the form that the Settlement Class Members must complete and submit on or before the Claims Deadline in order to be eligible for the benefits described herein. The Claim Form shall require a sworn signature or electronic verification under penalty of perjury but shall not require a notarization. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.7. “Class Notice Date” means thirty (30) days after entry by the Court of the Preliminary Approval Order.

1.8. “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration, including the costs of Notice.

1.9. “Court” means the United States District Court for the Southern District of California.

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

1.11. “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.12 and ¶ 9.1 herein have occurred and been met.

1.12. “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorney’s fee award or service

awards made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.13. “Judgment” means a Final Approval Order and Judgment rendered by the Court and in a form substantially similar to the one attached hereto as **Exhibit E**.

1.14. “Litigation” means the consolidated action *Gois, et al. v. Kisco Senior Living, LLC*, Case No. 3:24-cv-00751-BJC-AHG, pending in the United States District Court for the Southern District of California, including *Cox v. Kisco Senior Living, LLC*, Case No. 3:24-cv-00844 and all other consolidated claims and actions.

1.15. “Notice” means the written notice to be sent to or made available to the Settlement Class Members pursuant to the Preliminary Approval Order, including the Short Form Notice and the Long Form Notice.

1.16. “Notice Program” means the Claim notice program as explained in ¶ 3.2 herein.

1.17. “Objection Date” means the date by which objections to the settlement from Settlement Class Members must be filed with the Clerk of Court in order to be effective and timely and shall be sixty (60) days from the Class Notice Date.

1.18. “Opt-Out Date” means the date by which requests for exclusion from settlement must be postmarked in order to be effective and timely and shall be sixty (60) days after the Class Notice Date.

1.19. “Preliminary Approval Order” means the proposed order preliminarily approving the settlement and directing mailed (and, where possible, emailed) notice to the Settlement Class of the pendency of the Litigation and of the settlement. The Preliminary Approval Order template is attached as **Exhibit D** to this Settlement Agreement.

1.20. “Plaintiffs’ Counsel” and “Proposed Class Counsel” mean Patrick A. Barthle of Morgan & Morgan, Ryan D. Maxey of Maxey Law Firm, P.A, and John J. Nelson of Milberg, PLLC.

1.21. “Related Entities” means Kisco’s past or present parent companies, subsidiaries, divisions, related or affiliated individuals and entities, divisions, successors, predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint ventures, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnities, insurers, and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them, other than any individual who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

1.22. “Released Claims” shall collectively mean any and all injuries, losses, damages, costs, expenses, compensation, claims, suits, rights, rights of set-off and recoupment, demands, actions, obligations, causes of action, and liabilities of any and every kind, nature, type, description, or character, whether known or unknown, contingent or vested, in law or in equity, based on direct or vicarious liability, and regardless of legal theory, of Representative Plaintiffs or any Settlement Class Member that were or could have been asserted (whether individually or on a class-wide basis) based on, relating to, concerning or arising out of the Data Incident, alleged theft or misuse of Kisco’s current and former employees’, customers’ or other individuals’ PII, or the allegations, facts, or circumstances related to the Data Incident as described in the Litigation

including, without limitation, any causes of action for or under: state consumer protection statutes, including that of New York; the California Customer Records Act; the CCPA; the California Unfair Competition Law; the California Consumer Legal Remedies Act; the Confidentiality of Medical Information Act; the New York General Business Law; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; any federal, state or local statutory or regulatory claims, including but not limited to, California's Consumer Privacy Act, the consumer protection laws and unfair and deceptive trade practice laws or other common laws or statutes of all fifty (50) states, U.S. territories, and the United States; and further including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorney's fees and litigation costs, expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by Representative Plaintiffs or any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident, or the allegations, facts, or circumstances related to the Data Incident. Released Claims shall include Unknown Claims as defined in ¶ 1.30. Released Claims shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class. The Released Claims shall be accorded the broadest preclusive scope and effect permitted by law against the Settlement Class Members and this definition of Released Claim is a material term of this Settlement Agreement.

1.23. “Released Persons” means Kisco, the Related Entities and each of their past or present parent companies, subsidiaries, divisions, related or affiliated individuals and entities, divisions, successors, predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint venturers, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnities, insurers, and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them.

1.24. “Representative Plaintiffs” means Plaintiffs Paul Gois, Gayle Gois, Ronald Cox, and Matthew Taylor.

1.25. “Data Incident” means the data security incident that Kisco announced on or around April 16, 2024, and which may have impacted the names and Social Security numbers of Kisco’s current and former employees.

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

1.27. “Settlement Class” means all individual U.S. residents to whom Kisco sent written notification of the Data Incident. Excluded from the Settlement Class are: (1) the Judge and Magistrate Judge presiding over the Lawsuits, any members of the Judges’ respective staffs, and immediate members of the Judges’ 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 and the successors and assigns of any such excluded persons; and (4) 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 Incident or who pleads nolo contendere to any such charge. Several officers of Kisco were sent written notification of the Data Incident but are specifically excluded from the Settlement Class. Defendant represents that the Settlement Class contains 26,663 individuals.

1.28. “Settlement Class Member(s)” means an individual (or individuals) who falls within the definition of the Settlement Class.

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

1.30. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including any Representative Plaintiffs, does not know or suspect to exist as of the date of the entry of the Preliminary Approval Order that, if known by any of them, might have affected their settlement with, and release of, the Released Persons, or might have affected their decision not to object to and/or to participate in this Settlement Agreement with respect to any and all Released Claims. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other members of the Settlement Class intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 et seq., Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

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

1.31. “United States” as used in this Settlement Agreement includes the District of Columbia and all territories of the United States.

2. Settlement Benefits

2.1. Settlement Fund. Defendant’s sole monetary obligation pursuant to the settlement will be to fund a non-reversionary cash settlement fund in the amount of \$1,800,000.00 for the benefit of Settlement Class Members (the “Settlement Fund”). Within forty-five (45) days of preliminary settlement approval or receipt of an invoice, Form W-9, and payment instructions from the Claims Administrator, whichever is later, Defendant will cause to be deposited into the

Settlement Fund the anticipated Costs of Claims Administration. Defendant will cause to be deposited into the same account the awarded attorney's fees, costs, and service awards within five (5) days of the Effective Date. Defendant will cause to be deposited into the same account the balance of the Settlement Fund within forty-five (45) days of the Effective Date. As set forth below, the Settlement Fund will be used to pay for: (1) Approved Claims for Credit Monitoring Services; (2) Approved Claims for Ordinary Out-of-Pocket Losses; (3) Approved Claims for Extraordinary Out-of-Pocket Losses and Attested Time; (4) Approved Claims for California Statutory Payments; (5) Residual Cash Payments; (6) notice and administration costs; (7) service awards approved by the Court; and (8) attorneys' fees and expenses approved by the Court.

2.2. Credit Monitoring Services. The Settlement Fund will be used to provide three years of three bureau credit monitoring ("Credit Monitoring Services"). Settlement Class Members must file a claim form that selects credit monitoring in order to obtain Credit Monitoring Services.

2.3. Reimbursement for "Ordinary" Out-of-Pocket Losses. All Settlement Class members may submit a claim for Ordinary Out-of-Pocket Losses of up to \$1,000 per individual.

2.3.1. "Ordinary Out-of-Pocket Losses" are unreimbursed costs or expenditures incurred by a Class member in responding to notice of the Data Incident that were incurred between June 1, 2023 (or the earliest verifiable date the Data Incident occurred) and the Claims Deadline, as result of the Data Incident.

2.3.2. 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; and (3) a brief description of the nature of the

loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Ordinary 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.

2.4. Reimbursement for “Extraordinary” Out-of-Pocket Losses and Attested Time. In addition to submitting a claim for Ordinary Out-of-Pocket Losses, Settlement Class Members who believe they have suffered identity theft, fraud, or other extraordinary losses may submit a claim for Extraordinary Out-of-Pocket Losses up to \$10,000 per individual.

2.4.1. “Extraordinary Out-of-Pocket Losses” are proven monetary losses incurred by a Settlement Class member that are more likely than not caused by the Data Incident and are losses that are not already covered by one or more of the other reimbursement categories. Extraordinary Out-of-Pocket Losses are actual, documented, and unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class member’s personal information. The loss must have occurred between June 1, 2023 (or the earliest verifiable date the Data Incident occurred) and the Claims Deadline. The Settlement Class Member must have 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.

2.4.2. Settlement Class Members who elect to submit a claim for reimbursement of Extraordinary 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; and (3) a brief description of the

nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Extraordinary 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.

2.4.3. In addition, and whether or not they incurred Extraordinary Out-of-Pocket Losses, Settlement Class Members may also submit a claim for up to 5 hours of time spent remedying issues related to the Data Incident at a rate of \$30 per hour, but only if at least 1 full hour was spent. This relief is available only for time spent as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class member’s personal information. Settlement Class Members must provide an attestation and a brief description of (1) the actions taken in response to the Data Incident and (2) the time associated with each action (“Attested Time”). Reimbursement for Attested Time is included in the total of up to \$10,000 per person for Out-of-Pocket Losses.

2.5. Verification of Claims for Ordinary Out-of-Pocket Losses and/or Extraordinary Out-of-Pocket Losses and Attested Time. Settlement Class Members seeking out-of-pocket expense reimbursement must complete and submit either a hard copy 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 unreimbursed costs, losses, or expenditures claimed were incurred as a result of the Data Incident.

2.6. California Statutory Payments. In addition to any other relief under this Settlement Agreement, Settlement Class Members who resided in California at any time during the Data Incident (June 1, 2023 to June 6, 2023) may claim \$250.00 in compensation for releasing their claims under the California Consumer Privacy Act (“California Statutory Payments”).

2.7. Pro Rata Decrease of Claims for Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses and Attested Time, and California Statutory Payments. If the aggregate amount of Approved Claims for Ordinary Out-of-Pocket Losses, Approved Claims for Extraordinary Out-of-Pocket Losses and Attested Time, and Approved Claims for California Statutory Payments exceeds the remaining amount of the Settlement Fund after payment of Approved Claims for Credit Monitoring Services, notice and administration costs, service awards approved by the Court, and attorneys’ fees and expenses approved by the Court, Approved Claims for Ordinary Out-of-Pocket Losses, Approved Claims for Extraordinary Out-of-Pocket Losses and Attested Time, and Approved Claims for California Statutory Payments will be decreased *pro rata* to consume the remaining amount of the Settlement Fund.

2.8. Residual Cash Payment. If there are funds remaining in the Settlement Fund after payment of Approved Claims for Credit Monitoring Services, Approved Claims for Ordinary Out-of-Pocket Losses, Approved Claims for Extraordinary Out-of-Pocket Losses and Attested Time, Approved Claims for California Statutory Payments, costs of notice and administration, service awards approved by the Court, and attorney’s fees and expenses approved by the Court (“the Remainder”), the Remainder will be paid *pro rata* to each Settlement Class Member who timely submitted an approved claim, whether for a Residual Cash Payment or any other benefit available under the Settlement. The amount of the Residual Cash Payments will be calculated by dividing the Remainder by the number of Settlement Class Members who timely submitted an approved

claim. The notice and claim forms will include a \$150 estimate for Residual Cash Payments. Plaintiffs' counsel may select the font, size, and emphasis for the \$150 estimate for Residual Cash Payments and their placement within the notice and claim forms, subject to approval from Defendant's counsel, which shall not be unreasonably withheld. Residual Cash Payments will be mailed to the address identified in the claim form. Uncashed funds will not revert to Defendant. Instead, if economically feasible, a second distribution of residual amounts will be distributed to those Settlement Class Members who cashed checks in the initial round of distribution. If funds from the second distribution remain uncashed, and/or a second round of distribution is not economically feasible, uncashed funds will be paid to a *cy pres* recipient to be agreed to by the parties or, if they cannot agree, selected by the Court.

2.9. The Claim Form.

2.9.1. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required. The Settlement Class Member must reasonably attest that the out-of-pocket expenses and charges claimed were both actually incurred and plausibly arose from the Data Incident. Failure to provide supporting attestation and documentation as requested on the Claim Form and required under ¶¶ 2.3 or 2.4 shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.10.

2.9.2. To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline.

2.9.3. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of this Settlement Agreement.

2.9.4. Settlement Class Members who submit a Claim Form must designate the method for payment of their claim on the Claim Form, which will include the receipt of payment via check by mail, or via PayPal, Zelle, Venmo, or such other electronic payment platform deemed efficient and appropriate by the Claims Administrator. Claim Forms failing to clearly make a single designation will receive a check by mail to the last known address on file with the Claims Administrator. In the event an electronic payment platform returns a payment to the Claims Administrator, the Claims Administrator will promptly mail a check to the Settlement Class Member's last known address on file with the Claims Administrator.

2.10. Dispute Resolution for Claims.

2.10.1. The Claims Administrator will determine whether: (1) the claimant is a Settlement Class Member based on information to be provided to the Claims Administrator by Defendant's counsel; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to support the claimant's class membership and the expenses described in ¶¶ 2.3 and 2.4; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed unreimbursed cost, loss, or expenditure as a result of the Data Incident (collectively, "Facially Valid"). The Claims Administrator may, at any time, request from the claimant, via email or U.S. Mail, additional information ("Claim Supplementation") as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed unreimbursed costs, losses, or expenditures, available

insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

2.10.2. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the 30-day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than six months from the Effective Date. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.10.3. Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator shall reject the claim without any further action.

2.10.4. Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a

Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final determination.

2.10.5. Within twenty-one (21) days of the Claims Deadline, the Claims Administrator shall provide the Settling Parties' counsel with a summary of Facially Valid Claims, stating the types of claims, the total approved claim amounts by claim type, and a description of the support provided for claims for reimbursement for Ordinary Out-of-Pocket Losses and/or Extraordinary Out-of-Pocket Losses and Attested Time. Within fifteen (15) days after receiving such summary, one or more of the Settling Parties may object to any claim and instruct the Claims Administrator to withhold approval of said Facially Valid Claim so that the objecting party may seek review of said claim by a third-party Settlement Referee agreed upon by the Parties or appointed by the Court if no such agreement is reached and paid for by the objecting party.

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

2.12. Confidentiality of Information Submitted by Settlement Class Members.

Information submitted by Settlement Class Members pursuant to this Settlement Agreement shall be deemed confidential and protected as such by the Parties and the Claims Administrator.

3. Order of Preliminary Approval and Publishing of Notice of Final Fairness Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall submit this Settlement Agreement to the Court as part of an unopposed motion for preliminary approval of the Settlement Agreement. The motion for preliminary approval shall request entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D** or an order substantially similar, requesting, *inter alia*:

- a) conditional certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.11;
- b) preliminary approval of this Settlement Agreement as set forth herein;
- c) the scheduling of a Final Fairness Hearing and briefing schedule for a Motion For Final Approval and for a Motion for Attorneys' Fees and Expenses and Service Awards;
- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Representative Plaintiffs as Class Representatives;
- f) approval of a customary form of short notice to be mailed (and, where possible, emailed) to Settlement Class Members with an attached "tear off" claim form with prepaid postage for those who wish to make claims that do not require documentation, *e.g.*, Claims for Credit Monitoring Services and/or Attested Time ("Short Form Notice"), in a form substantially similar to the one attached hereto as **Exhibit B** and a customary long-form notice ("Long Form Notice") in a form substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the Parties' respective litigation positions, the general terms of the settlement set forth in this Settlement Agreement, instructions for how to object to or opt out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;
- g) appointment of a Claims Administrator; and

- h) approval of a Claim Form substantially similar to that attached hereto as **Exhibit A**.

The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

3.2. The Notice Program. Within fourteen (14) days of an order directing class notice, Defendant will provide to the Claims Administrator a class list that includes Settlement Class Members' full names and last known addresses as reflected in Kisco's records. Notice shall be provided to Settlement Class Members in accordance with the Notice Program set forth below at ¶¶ 3.2.1 – 3.2.4. The Notice Program shall be subject to approval by the Court as meeting constitutional due process requirements. Prior to the Final Fairness Hearing, Proposed Class Counsel and/or the Claims Administrator shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with the Notice Program.

3.2.1. *Short Form Notice*. On or before the Class Notice Date, the Claims Administrator shall mail (and, where possible, email) the Short Form Notice, with an attached "tear off" claim form with prepaid postage for those who wish to make claims that do not require documentation, *e.g.*, Claims for a Residual Cash Payment and/or Credit Monitoring Services, substantially in the form of **Exhibit B** hereto. The Claims Administrator shall mail a copy of the Short Form Notice via United States Postal Services ("USPS") first class mail to all Settlement Class Members for whom Kisco can ascertain a mailing address from its records with reasonable effort. For any Short Form Notices that are returned undeliverable, the Claims Administrator shall use reasonable efforts to identify updated mailing addresses and resend the Short Form Notice to the extent updated addresses are identified. The Claims Administrator need make only one attempt to resend any Short Form Notices that are returned as undeliverable. The Claims Administrator

shall email a copy of the Short Form Notice to all Settlement Class Members for whom Kisco can ascertain an email address from its records with reasonable effort.

3.2.2. *Long Form Notice.* On or before the Class Notice Date, the Claims Administrator shall post the Long Form Notice on the settlement website in the form agreed to by the Parties and approved by the Court.

3.2.3. *Settlement Website.* Prior to the Class Notice Date, the Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the Claims Period, and shall post on the website the Long Form Notice and Claim Form approved by the Court, as well as this Settlement Agreement, the Motion for Final Approval of Class Action Settlement, the Motion for Service Awards, Expenses, and Attorneys' Fees, the Preliminary Approval Order, and the Final Approval Order and Judgment. The URL of the settlement website shall be agreed upon by Class Counsel and Defendant. The settlement website shall remain operational until at least five (5) business days after the last payment or credit under this settlement is terminated.

3.2.4. *Toll-Free Help Line.* From the Class Notice Date and thereafter until at least five (5) Business Days after the last payment under this settlement is made or the settlement is terminated, the Claims Administrator shall establish and maintain a toll-free help line for Settlement Class Members to call with settlement-related inquiries, with the option to leave a message and request a call back, with such calls being returned within three (3) business days, and answering the questions of Settlement Class Members, to the extent possible, who call with or otherwise communicate such inquiries. The Claims Administrator also will provide copies of the forms of the Long Form Notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.

3.3. The Long Form Notice, Short Form Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties as may be reasonable and not inconsistent with such approval.

3.4. The Notice Program shall commence by the Class Notice Date and shall be completed within sixty (60) days after entry of the Preliminary Approval Order.

3.5. Proposed Class Counsel shall request that after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1. Each individual wishing to exclude themselves from the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Individuals wishing to opt out of the Settlement Class will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest an individual’s intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked by the Opt-Out Date. All opt-out requests sent to anyone other than the Claims Administrator, including requests previously sent to Proposed Class Counsel and/or Kisco’s counsel, are ineffectual and shall be deemed null and void.

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

4.3. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and Kisco's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List"). No later than 10 days prior to the Final Fairness Hearing, Class Counsel shall file this Opt-Out List with the Court for purposes of being attached to the Judgment to be entered upon final approval.

4.4. In the event that there have been twenty-five (25) or more Opt-Outs Kisco may, by notifying Proposed Class Counsel in writing within fourteen (14) days of receiving the Opt-Out List from the Claims Administrator, void this Settlement Agreement. If Kisco voids this Settlement Agreement pursuant to this paragraph, Kisco shall be obligated to pay all settlement costs and expenses related to notice and administration that were already incurred, excluding any attorneys' fees and litigation costs of Proposed Class Counsel and any service awards. In all other respects, the parties will return to their respective positions and will retain all rights, claims, and defenses that they would have had if the Settlement Agreement had never been executed.

5. Objection Procedures

5.1. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the name or caption of this Litigation; (ii) the objector's full name, address, telephone number, and e-mail address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a statement identifying all class action settlements objected to by the objector in the previous

5 years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any. To be timely, written notice of an objection in the appropriate form must be: (a) electronically filed by the Objection Date; or (b) mailed first-class postage prepaid to the Clerk of Court for the United States District Court for the Southern District of California and postmarked by no later than the Objection Date. Objections must also be served concurrently with their filing or mailing upon Proposed Class Counsel and counsel for Kisco either via the Court's electronic filing system (if filed electronically) or via U.S. mail (if mailed to the Clerk of Court) at the addresses set forth below for Proposed Class Counsel and Kisco's counsel in the signature blocks at the end of this Agreement.

5.2. Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

5.3. The Parties will have the same right to seek discovery from any objecting Settlement Class Member as they would if the objector was a party in the Litigation, including the right to take the objector's deposition. Such discovery will be conducted on an expedited basis, and the objecting Settlement Class Member is required to respond to any written discovery within fourteen (14) days and must appear for deposition within fourteen (14) days after a deposition is noticed.

6. Release

6.1. Upon the Effective Date, each Settlement Class Member, including Representative Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged Kisco, the Related Entities and the Released Persons from all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiffs, shall, either directly, indirectly, representatively, on their own behalf or on behalf of any class or other person or entity, as a member of or on behalf of the general public or in any capacity, be permanently barred from commencing, prosecuting, or participating in any recovery in any action, regulatory action, arbitration, or court or other proceeding in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim is asserted.

7. Proposed Class Counsel's Attorneys' Fees and Expenses; Service Awards to Representative Plaintiffs

7.1. The Settling Parties did not discuss the payment of attorneys' fees and litigation expenses and/or a service award to Representative Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that the Settlement Fund would be used to pay reasonable attorneys' fees and litigation expenses and a service award to Representative Plaintiffs as may be agreed to by Kisco and Proposed Class Counsel and/or as ordered by the Court, or, in the event of no agreement, then as ordered by the Court. Kisco and Proposed Class Counsel have agreed to the following:

7.2. Proposed Class Counsel will move for an award of attorneys' fees of 1/3 of the Settlement Fund (\$600,000.00), as well as reasonable litigation costs and expenses not to exceed \$50,000.00, to be paid from the Settlement Fund, subject to Court approval. Defendant reserves

its right to contest any such request. The Claims Administrator shall, from the Settlement Fund, pay any attorneys' fee and expenses award approved by the Court.

7.3. Representative Plaintiffs will move for a service award of no more than \$5,000 per Representative Plaintiff to be paid from the Settlement Fund. Defendant reserves its right to contest any such request. The Claims Administrator shall, from the Settlement Fund, pay any service award approved by the Court. This service award shall be separate and apart from any other benefits available to the Representative Plaintiffs under this Settlement Agreement and the request for a service award is not a condition to the Representative Plaintiffs' approval of this settlement.

7.4. The Claims Administrator shall, from the Settlement Fund, pay the Court-approved amount of attorneys' fees and expenses to Proposed Class Counsel and the Court-approved service awards to Representative Plaintiffs within ten (10) days after the Effective Date. Proposed Class Counsel shall provide payment instructions and completed W-9 Forms prior to the deadline for these payments and the Claims Administrator shall issue IRS Forms 1099-MISC to Representative Plaintiffs solely for the amount approved by the Court for the Representative Plaintiffs' service awards. Neither Class Counsel nor counsel for Kisco intend anything contained herein to constitute legal advice concerning the tax consequences of any amount paid hereunder nor shall it be relied on as such.

7.5. If this Settlement Agreement is terminated or otherwise does not become Final (e.g., disapproval by the Court or any appellate court), Kisco shall have no obligation to pay attorneys' fees and litigation costs or expenses or service awards and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

7.6. The amount(s) of any award of attorneys' fees and expenses and the service awards are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees and expenses and/or any service awards ordered by the Court to Proposed Class Counsel or Representative Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1. The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. Proposed Class Counsel and Kisco's counsel shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation and challenge any such claim if they believe it to be inaccurate or inadequate. The Claims Administrator's final determination of the validity or invalidity of any claims shall be binding, subject to the dispute resolution process set forth in ¶ 2.10.

8.2. Payments for approved claims shall be sent to the claimants within sixty (60) days of the Effective Date. No approved claims shall be paid until after the Effective Date. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court) prior to the payment of approved claims, Kisco shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

8.3. All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits

pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4. No individual shall have any claim against the Claims Administrator, Kisco, Proposed Class Counsel, Plaintiff, and/or Kisco's counsel based on distribution of benefits to Settlement Class Members.

8.5. The Parties, Proposed Class Counsel, and Kisco's counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Claims Administrator, or any of its respective designees or agents, in connection with the Claims Administration or otherwise; or (ii) the determination, rejection, administration, calculation or payment of any Claims.

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

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

- a) the Court has entered the Preliminary Approval Order, as required by ¶ 3.1;
- b) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- c) the Judgment has become Final, as defined in ¶ 1.12.

9.2. If all of the conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.3 unless Proposed Class Counsel and Kisco's counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3. In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation as if the Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on

the issue of class certification or any other issue) and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party, and (b) the terms and provisions of the Settlement Agreement shall be void and have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, including but not limited to ¶ 9.4, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees and litigation costs or expenses and/or the service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Kisco shall be obligated to pay amounts already billed or incurred for costs of Notice and Claims Administration 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.

9.4. This Settlement Agreement may be terminated and/or cancelled by any of the Parties if (i) the Court rejects, materially modifies, materially amends, or changes, or declines to preliminarily approve or finally approve the Settlement Agreement apart from the award of attorneys' fees and expenses or service awards to the Representative Plaintiffs; (ii) an appellate court reverses the Preliminary Approval Order and/or Judgment, and the Settlement Agreement is not reinstated and finally approved without material change by the Court on remand; or (iii) the Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the Preliminary Approval Order, the proposed Judgment,

the Judgment, or the Settlement Agreement, other than the amount of attorneys' fees and expenses..

10. Miscellaneous Provisions

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

10.2. The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties, that it reflects a settlement that was reached voluntarily after consultation with competent legal counsel, and that for the purpose of construing or interpreting this Agreement, the Settling Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Litigation, except as set forth herein.

10.3. Neither the Settlement Agreement, nor the settlement terms contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of,

the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. If this Agreement does not become effective or is cancelled, withdrawn, or terminated for any reason, the Agreement along with all related communications and documents exchanged in connection with the Agreement and mediation between the Parties shall be deemed a negotiation for settlement purposes only under Federal Rule of Evidence 408 and will not be admissible in evidence or usable for any purposes whatsoever in the Litigation or any proceedings between the Parties or in any other action related to the Released Claims or otherwise involving the Parties or any Released Person. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4. The terms of this Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest and approved by the Court; provided, however, that after enter of the Preliminary Approval order, the Parties may by written agreement, effect such amendments or modifications of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

10.5. The Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the Parties hereto, and no representations, warranties or inducements have been made to any Party concerning the Settlement Agreement other than the representations, warranties and covenants contained and memorialized in such document. Except as otherwise provided herein, each party shall bear its own costs. This agreement supersedes all previous agreements made between Representative Plaintiffs and Kisco.

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

10.7. The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the release contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its or its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

10.8. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this Agreement shall refer to calendar days unless otherwise specified.

10.9. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties, through their respective counsel, shall consult with each other in good faith prior to seeking Court intervention.

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

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

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

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

10.14. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the state of California, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the state of California.

10.15. The Final Fairness Hearing shall be scheduled no earlier than the later of: (i) 100 days after the notices are made in order to comply with the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(d) or (ii) 42 days after the Claims Deadline.

10.16. As used herein, "he" means "he, she, or it;" "his" means "his, hers, or its," and "him" means "him, her, or it."

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

10.18. Cashing a settlement check (whether paper or electronic) is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks and electronic payments shall be void sixty (60) days after issuance and the checks or emails containing the links to the electronic payments shall bear the language: "This check[/payment] must be cashed[/accepted] within 60 days, after which time it is void." If a check or electronic payment becomes void, the Settlement Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and the funds shall be disbursed to a *cy pres* recipient to be agreed upon by the parties and approved by the Court or, if they cannot agree, selected by the Court. The same provisions shall apply to any re-issued check or electronic payment. For any checks or electronic payments that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks or electronic payments become void.

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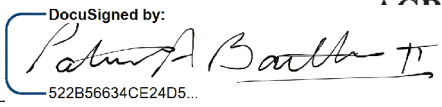
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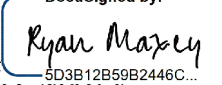
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10.19. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

DocuSigned by:

522B56634CE24D5...
Patrick A. Barthle II
MORGAN & MORGAN
COMPLEX LITIGATION GROUP
201 N. Franklin Street, 7th Floor
Tampa, Florida 33602
Tel: (813) 229-4023
Email: pbarthle@ForThePeople.com

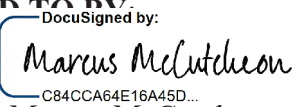
Date: 8/31/2026

DocuSigned by:

5D3B12B59B2446C...
Ryan D. Maxey
MAXEY LAW FIRM, P.A.
107 N. 11th St., #402
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Tel: (813) 448-1125
Email: ryan@maxeyfirm.com
Date: 8/31/2026

John J. Nelson
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Beverly Hills, CA 90212
Telephone: (858) 209-6941
Email: JNelson@milberg.com

Date: _____

Attorneys for Plaintiffs

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C84CCA64E16A45D...
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Email: mmccutcheon@bakerlaw.com

Date: 8/31/2026 | 9:41 AM PDT

Attorneys for Defendant Kisco Senior Living LLC



By: John Hanna

Its: SVP/CFO

KISCO SENIOR LIVING

Date: 8/28/2026

Defendant

Signatures continued on the following page

DocuSigned by:

Paul Gois

686477A4411D4A0...

Paul Gois

8/31/2026

Date: _____

Ronald Cox

Date: _____

DocuSigned by:

Gayle Gois

5E7BAEA0D1A4456...

Gayle Gois

8/31/2026

Date: _____

DocuSigned by:

[Signature]

AFF873ADF5EE48F...

Matthew Taylor

8/31/2026

Date: _____

Representative Plaintiffs

Paul Gois

Date: _____

Ronald Cox
Ronald Cox (Aug 31, 2026 14:10:04 EDT)

Ronald Cox

Date: 8/31/2026

Gayle Gois

Date: _____

Matthew Taylor

Date: _____

Representative Plaintiffs

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

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

AGREED TO BY:

Patrick A. Barthle II
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Date: 8/31/2026

Attorneys for Plaintiffs

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Email: mmccutcheon@bakerlaw.com

Date: 8/31/2026 | 9:41 AM PDT

Attorneys for Defendant Kisco Senior Living LLC

John Hanna

By: John Hanna

Its: SVP/CFO
KISCO SENIOR LIVING

Date: 8/28/2026

Defendant

Signatures continued on the following page

THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

PAUL GOIS, *et al.*, on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

KISCO SENIOR LIVING, LLC,

Defendant.

Case No. 24-cv-751-BJC-AHG

RONALD COX, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

KISCO SENIOR LIVING, LLC,

Defendant.

**PROPOSED CO-CLASS COUNSEL’S DECLARATION IN SUPPORT OF
REPRESENTATIVE PLAINTIFFS’ MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT AND TO DIRECT
NOTICE OF PROPOSED SETTLEMENT TO CLASS**

Ryan D. Maxey declares as follows:

1. I am one of Proposed Class Counsel¹ in this matter, together with

¹ The parties to the settlement are Paul Gois, Gayle Gois, Ronald Cox, and Matthew Taylor, the Representative Plaintiffs (“RPs”), on behalf of the proposed Settlement

Patrick A. Barthle II and John J. Nelson. I have personal knowledge of all the matters addressed in this Declaration, including the negotiations that culminated with the filing of the proposed settlement (the “Settlement”) now before the Court.

2. As detailed below, Proposed Class Counsel have led some of the country’s most complex civil litigation; have been recognized by courts and national publications for our knowledge and experience in privacy and data breach cases; and are responsible for groundbreaking data breach settlements, including in settlements approved in this judicial district. For purposes of the Court’s consideration of certifying the Settlement Class for settlement purposes and appointing Class Counsel, I briefly summarize our qualifications as part of this Declaration.

Patrick A. Barthle II

3. Mr. Barthle is the second-longest tenured attorney in the Class Action Department of Morgan & Morgan. Morgan & Morgan is the largest plaintiff-oriented, contingency-only law firm in the country, with over 1,000 lawyers throughout the United States. Its depth of skill as a trial firm, and its self-funded financial resources, allow it to undertake the largest and most significant cases throughout the country. Morgan & Morgan has demonstrated its willingness to zealously advocate for clients in data breach class actions by, among other things,

Class, and Defendant Kisco Senior Living, LLC (“Kisco”). Capitalized terms used in this Declaration have the same meaning as in the Settlement Agreement (“S.A.”), attached to the motion for preliminary approval as Ex. 1.

pursuing and successfully obtaining class certification over the defendant's objection, *see In re: Brinker Data Incident Litig.*, No. 3:18-cv-00686 (M.D. Fla.), and successfully appealing the dismissal of cases for lack of standing or failure to state a claim, *see, e.g., Sheffler v. Americold Realty Trust*, No. 1:21-cv-1075-TCB (N.D. Ga.); *Ramirez v. The Paradies Shops, LLC*, No. 1:21-cv-03758 (N.D. Ga.); and *Bohnak v. Marsh & McLennan Cos., Inc.*, No. 1:21-cv-06096 (S.D.N.Y.).

4. Mr. Barthle has deep substantive experience in data breach cases such as this one. He has deposed multiple C-suite-level executives in these types of cases, prepared and examined expert witnesses, as well as briefed and argued motions for class certification and summary judgment in any number of data breach cases. For example, in *In re: Yahoo! Inc. Customer Data Security Breach Litigation*, Case No. 16-md-2752, (N.D. Cal.), a data breach class action involving approximately 3 billion Yahoo user accounts, Mr. Barthle was deeply involved in discovery, including with the depositions of multiple Chief Information Security Officers ("CISO") and other cybersecurity related witness, including the Chief Information Officer ("CIO"); as well as assisting with the reports, and defending the depositions, of Plaintiffs' cybersecurity and identity theft experts. Likewise, in the *In re Capital One Customer Data Security Breach Litigation*, Case No.: 1:19-md-2915 (E.D. Va.) case, Mr. Barthle was heavily involved in all aspects of discovery including drafting and arguing myriad motions to compel and the taking of various depositions,

including multiple corporate representative witnesses for both Capital One and Amazon Web Services, as well as arguing and briefing summary judgment and class certification.

5. That experience is buoyed by Mr. Barthle's involvement in most of the highest profile data breach cases in the country, including substantive roles in cases such as, amongst others: *In re The Home Depot, Inc. Consumer Data Sec. Data Breach Litig.*, No. 1:14-md-02583-TWT (N.D. Ga.) (data breach involving 40 million payment cards); *In re Office of Pers. Mgmt. Data Breach*, No. 1:15-mc-01394-ABJ (D.D.C.) (data breach involving millions of federal employees); *Adkins. v. Facebook, Inc.*, No. C 18-05982 WHA (JSC) (N.D. Cal.) (data breach involving millions of Facebook users); and *In re Equifax, Inc. Customer Data Sec. Breach Litigation*, 1:17-md-02800 (N.D. Ga.) (data breach involving in excess of 140 million individuals).

6. Mr. Barthle has been appointed as Co-Lead Counsel in multiple data breach class actions, including *McNally, et al. v. Infosys McAmish Sys., LLC*, 1:24-cv-00995 (N.D. Ga.) (3.7 million person class); *Hernandez et al. v. Advance America, Cash Advance Centers, Inc. et al*, Case No. 7:23-cv-4256 (D. S.C.) (more than 2 million person class); and *In re Great Expressions Data Security Incident Litigation*, Case No. 2:23-cv-11185 (E.D. Mich.) (approximately 2 million person class).

7. Mr. Barthle has also been appointed as Settlement Class Counsel in a number of data privacy related cases, including:

- i. *Viviani v. Watson Clinic, LLP*, Case No. 8:24-cv-02157-SDM-LSG (M.D. Fla.) (non-reversionary common fund settlement of \$10,000,000.00 for the benefit of approximately 239,387 class members, an average of \$41.77 per person, and which included payments of up to \$75,000 for individuals whose sensitive images were released)
- ii. *Hummel v. Teijin Automotive Techs.*, Case No. 2:23-ccv-10341 (E.D. Mich.) (non-reversionary common fund settlement of \$1,192,280.00 for the benefit of approximately 29,080 class members, an average of \$43.12 per person).
- iii. *Florence et al. v. Order Express, Inc.*, Case No. 1:22-cv-07210 (N.D. Ill.) (non-reversionary common fund settlement of \$1,500,000.00 for the benefit of approximately 63,004 class members, an average of \$23.80 per person).
- iv. .

8. Apart from data privacy cases, Mr. Barthle has been appointed as Class Counsel in other consumer class action cases, including in *Swaney v. Regions*, Case No. 2:13-cv-00544-JHE (N.D. Ala.) (TCPA class action, Final Approval entered),

Peterson v. Apria Healthcare Group, Inc., Case No. 6:19-cv-00856 (M.D. Fla.) (TCPA class action, Final Approval entered), and *Guidry v. Penn Credit*, Case No.: 6:19-cv-1936-Orl41LRH (M.D. Fla.) (TCPA class action, Final Approval entered); and in *Richards et al. v. Chime Financial, Inc.*, et al., Case No. 4:19-cv-06864 (N.D. Cal.), a case involving a payment disruption for certain payment card users.

9. Mr. Barthle is also no stranger to contested class certifications, having certified nationwide and multi-state classes in cases such as *Saggio v. Medicredit, Inc.* Case No. 4:22-cv-01005-JAR (E.D. Mo.) (nationwide TCPA class certified); *Still v. Selene Finance, LP*, Case No. CJ-2013-51 (Okla. Dist. Ct, Nowata County) (multi-state certified class action concerning property inspections fees related to HUD-backed mortgages, now pending on appeal); and *Nolen et al. v. Fairshare Vacation Owners Association*, Case No. 6:20-cv-330-PGB-EJK (M.D. Fla.) (nationwide class certified concerning alleged breaches of fiduciary duties involving a Wyndham timeshare program).

10. Prior to his class action legal practice, Mr. Barthle attended the University of Florida where he was admitted to the Honors Program and graduated, *cum laude*, with a double major in History and Criminology. Thereafter he attended Washington and Lee University School of Law, graduating *summa cum laude*, where he was a Lead Articles Editor for the Washington & Lee Law Review, a member of the Order of the Coif and the Phi Delta Phi Legal Honor Society, and President of

the W&L Law Families student organization. Mr. Barthle's practice began at Greenberg Traurig, LLP, where he was involved in complex civil, commercial, and environmental litigation. Thereafter, he served as a judicial law clerk for two years to the Honorable Mary S. Scriven, United States District Judge, Middle District of Florida. Following his clerkship, Mr. Barthle joined Morgan & Morgan's Complex Litigation Group, where, as explained above, he has been litigating—almost exclusively—class action cases for several years.

Ryan D. Maxey

11. Mr. Maxey has been practicing law for more than 15 years (3 as a law clerk to a federal judge, the remainder as a civil litigator). Mr. Maxey's skill and commitment to protecting the rights of class members in data breach cases is reflected in his successful appeal of 4 such cases dismissed for failure to state a claim or for lack of subject-matter jurisdiction. Appeals of such dismissals are rare, particularly in "smaller" cases impacting less than 200,000 individuals, yet Mr. Maxey chose to continue to fight for the benefits of putative class members. His oral arguments before the Eleventh Circuit Court of Appeals in *Ramirez v. Paradises Shops, LLC*, 69 F.4th 1213 (11th Cir. 2023) (approximately 76,000 reportedly impacted) and *Sheffler v. Americold Realty Tr.*, No. 22-11789, 2023 WL 3918491 (11th Cir. June 9, 2023) (approximately 140,000 reportedly impacted), both of which had been dismissed below for failure to state a claim, resulted in these cases being

remanded for further proceedings. In another federal appeal that was resolved without oral argument, the Second Circuit Court of Appeals reversed the dismissal of a data breach case for failure to state a claim and remanded it for further proceedings. See *Bohnak v. Marsh & McLennan Companies, Inc.*, 79 F.4th 276 (2d Cir. 2023). The Fourth Circuit Court of Appeals recently reversed and remanded another action that was dismissed for lack of subject-matter jurisdiction based on a patient's failure to comply with the Federal Tort Claims Act. See *Ford v. Sandhills Med. Found., Inc.*, 97 F.4th 252 (4th Cir. 2024) (approximately 39,000 reportedly impacted).

12. Mr. Maxey has also been appointed interim co-lead class counsel in several smaller data breach class action matters, including the following in which settlements have been finally or preliminarily approved from 2023 to 2024:

- *Hummel v. Teijin Automotive Techs., Inc.*, No. 2:23-cv-10341 (E.D. Mich.) (approximately 29,000 class members) (preliminary approval granted Apr. 2, 2024);
- *Hoover, et al. v. Camping World Group, LLC, et al.*, No. 2023LA000372 (DuPage County, Ill.) (approximately 35,000 class members) (final approval granted May 23, 2024);
- *Bitmouni v. Paysafe Payment Processing Solutions LLC*, No. 3:21-cv-00641-JCS (N.D. Cal.) (approximately 91,000 class members) (final approval

granted Feb. 2, 2024);

- *Domitrovich, et al. v. M.C. Dean, Inc.*, 1:23-cv-00210-CMH-JFA (E.D. Va.) (approximately 45,000 class members) (preliminary approval granted Feb. 1, 2024);
- *Everetts v. Personal Touch Holding Corp.*, No. 2:21-cv-02061-JMA-LGD (E.D.N.Y.) (approximately 753,000 class members) (preliminary approval granted Jan. 22, 2024);
- *May, et al. v. Five Guys Enterprises, LLC*, No. 1:23-cv-00029-CMH-JFA (E.D. Va.) (approximately 37,000 class members) (preliminary approval granted Jan. 4, 2024);
- *Morales v. Orlando Family Physicians, LLC*, No. 2021-ca-009153-o (Orange County, Fla.) (approximately 447,000 class members) (final approval granted Sept. 14, 2023);
- *Farmer v. Humana Inc., et al.*, No. 8:21-cv-01478-MSS-SPF (M.D. Fla.) (approximately 64,000 class members) (final approval granted Feb. 13, 2023);
and
- *Gamez, et al. v. PCS Revenue Control Systems, Inc.*, No. 2:21-cv-08991-JXN-AME (D. N.J.) (approximately 867,000 class members) (final approval granted Feb. 6, 2023).

13. Mr. Maxey is currently court-appointed interim co-lead class counsel

in the following cases that have not settled or for which preliminary approval is pending: *Moreland, et al. v. 1st Franklin Financial Corporation*, No. 2:23-cv-00038-SCJ (N.D. Ga.); and *Ware, et al. v. San Gorgonio Memorial Hospital*, No. CVRI 2301216 (Riverside County, CA).

John J. Nelson

14. Since its founding in 1965, Milberg has repeatedly taken the lead in landmark cases that have set groundbreaking legal precedents, prompted changes in corporate governance, and recovered over \$50 billion in verdicts and settlements.² Milberg has been instrumental in obtaining precedent setting decisions at every level, including at the United States Supreme Court.³ The firm pioneered federal class action litigation and is widely recognized as a leader in defending the rights of victims of large-scale wrongdoing. Milberg has been described by the New York Times as “[a] powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers.”

15. The firm currently is involved in some of the largest and well-known class action cases in the country and is particularly active in the field of data breach

² See, e.g., *In re Tyco Int’l Ltd., Sec. Litig.*, MDL 1335 (D.N.H.) (serving as lead counsel and obtaining approval of \$3.2 billion settlement); *In re Prudential Ins. Co. Sales Practice Litig.*, No. 95-4704 (D.N.J.) (serving as lead counsel and recovering more than \$4 billion for policyholders); see also <https://milberg.com/outstanding-recoveries/>.

³ See <https://milberg.com/precedent-setting-decisions/page/3/>.

and privacy litigation. The firm is comprised of more than one hundred attorneys who work from offices across the United States and in Portugal, the United Kingdom, the Netherlands, and Germany. Milberg attorneys come from diverse backgrounds and reflect the diversity of the bar and the classes they seek to represent—from the standpoint of age, gender, experience, and geographic location.

16. Mr. Nelson has been appointed as class counsel by state and federal courts in data breach class actions, including: *In re: Navia Benefit Solutions, Inc. Data Breach Litigation*, No. 2:26-cv-00909 (W.D. Wash.) (appointed co-lead counsel); *In re New Era Enterprises Inc. Data Incident Litigation*, Case No. 4:25-cv-00732 (S.D. Tex.) (appointed lead counsel); *In re Community Clinic of Maui Data Breach Litigation*, No. 1:24-cv-00431 (D. HI) (appointed co-lead counsel); *In Re: SAG-AFTRA Health Plan Data Security Litigation*, No. 2:24-cv-10503 (C.D. Cal.) (appointed co-lead counsel); *Anderson v. Oak View Group, LLC*, No. 2:24-cv-00719 (C.D. Cal.) (appointed co-lead counsel); *Puller-Soto v. UNITE HERE*, No. 1:24-cv-01565 (S.D.N.Y.) (appointed co-lead counsel); *Kohn et al. v. Loren D. Stark Company, Inc.*, Case No. 4:23-cv-03035 (S.D. Tex.) (appointed co-lead counsel); *In Re: Houser Data Breach Litigation*, No. 8:24-cv-00468 (C.D. Cal.) (appointed co-lead counsel); *In Re: Ethos Technologies Inc. Data Breach Litigation*, No. 3:22-cv-09203-SK (N.D. Cal.) (appointed co-lead counsel); *In re City of Hope Data Security Breach Litigation*, No. 24STCV09935 (Cal. Sup. Ct. for Los Angeles Cty.); *Garges*

v. Liberty Partners Financial Services, LLC, No. 22CV01190 (Cal. Sup. Ct. for Santa Cruz Cty.) (final approval granted February 10, 2024); *Khederlarian et al. v. Utility Trailer Manufacturing Co.*, No. 22STCV30604 (Cal. Sup. Ct. for Los Angeles Cty.) (final approval granted November 1, 2023); and *Bustos v. Riverside Medical Clinic*, No CVRI2203466 (Cal. Sup. Ct. for Riverside Cty.) (final approval granted August 23, 2024).

17. Mr. Nelson has also been appointed to the Plaintiffs' Steering Committee in the recent 60-million-person data breach litigation captioned *In Re: Powerschool Holdings, Inc., and Powerschool Group, LLC Customer Data Security Breach Litigation*, Case No. 25-md-3149-BEN-MSB. He was also appointed to the Plaintiffs' Steering Committee in *Cheng et al v. Toyota Motor Corporation, et al* a nationwide class action involving defective fuel pumps which resulted in a 330-million-dollar nationwide settlement. No. 1:20-CV-00629 (E.D.N.Y.) (final approval granted December 21, 2022). Mr. Nelson was also appointed to the Executive Committee in *In re Seresto Flea and Tick Collar Marketing, Sales Practices and Product Liability Litigation*, MDL No. 3009, Master Docket Case No. 1:21-cv-04447 (N.D. Ill.).

Overview of the Litigation

18. On or around February 23, 2024, Kisco experienced the Data Incident. After Kisco provided notice of the Data Incident on or about April 17, 2024, RPs

Paul Gois and Gayle Gois filed a putative Class Action Complaint on April 26, 2024, in the United States District Court for the Southern District of California, bringing claims for negligence and breach of implied contract. RP Cox filed a second case on May 13, 2024, which was consolidated into the Gois case. On June 21, 2024, RPs filed a consolidated complaint (ECF No. 35) (the “Complaint”). Proposed Class Counsel have invested many hours investigating the claims in this case. Proposed Class Counsel also retained an expert to search for evidence that information exfiltrated during the Data Incident was available on the dark web.

Overview of Settlement Discussions

19. After significant discovery efforts, motion practice, and two formal mediations, the parties reached an agreement in principle on a \$1,800,000.00 Settlement Fund, the terms of which were later finalized in this Settlement Agreement and the attached exhibits.

20. The proposed settlement was clearly the result of serious, informed, and non-collusive negotiations. Proposed Class Counsel undertook significant investigation of the surrounding facts before negotiating the proposed settlement. First, prior to filing the complaint, Proposed Class Counsel investigated whether there were any reports that the data at issue was published on the dark web. As a result of this investigation, the complaint alleges that (1) “[o]n or around June 16, 2023, reports began surfacing on the Internet that Defendant had been the subject of

a ransomware attack by the Blackbyte ransomware group,” (2) “[o]n or around June 16, 2023, the Blackbyte ransomware group posted samples of information it acquired during the Data Breach on the dark web,” and (3) According to one report posted on the Internet on June 16, 2023, “[t]he BlackByte ransomware group added Kisco Senior Living to its victim list. Kisco Senior Living, a renowned provider of elderly care services in the United States of America, has allegedly fallen victim to the notorious BlackByte ransomware group,”” and (4) “[t]he hacker collective shared screenshots of the data they claimed to have exfiltrated from the Kisco Senior Living data breach on their dark web portal.” Complaint ¶¶ 7-10. Second, Proposed Class Counsel investigated whether any of the data at issue was actually published on the dark web, including retaining an expert to search the dark web for impacted data. In negotiating the proposed settlement, Proposed Class Counsel leveraged reports that samples of the data had been published and other evidence that the information had been released. Third, through formal discovery including requests for production, interrogatories, requests for admission, and a Rule 30(b)(6) deposition, Proposed Class Counsel requested and obtained information from Kisco regarding its knowledge of the manner of the attack, its response thereto, the size of the putative class, and what the attacker did with the data. After arm’s length settlement negotiations, the parties reached an agreement on the essential terms of settlement.

The Settlement Benefits Conferred on the Class

21. Under the proposed Settlement, Kisco will pay \$1,800,000.00 into a Settlement Fund for class benefits, notice and administration costs, service award payments approved by the Court, and attorneys' fees and expenses award by the Court. S.A. ¶ 2.1. Specifically, within forty-five (45) days of preliminary settlement approval or receipt of an invoice, Form W-9, and payment instructions from the Claims Administrator, whichever is later, Defendant will cause to be deposited into the Settlement Fund the anticipated Costs of Claims Administration. *Id.* Defendant will cause to be deposited into the same account the awarded attorney's fees, costs, and service awards within five (5) days of the Effective Date. *Id.* Defendant will cause to be deposited into the same account the balance of the Settlement Fund within forty-five (45) days of the Effective Date. *Id.* The specific benefits available to Settlement Class Members are detailed in the Settlement Agreement, and include:

- Credit Monitoring Services. The Settlement Fund will be used to provide three years of three bureau credit monitoring ("Credit Monitoring Services"). Settlement Class Members must file a claim form that selects credit monitoring in order to obtain Credit Monitoring Services.
- Ordinary Out-of-Pocket Losses. All Settlement Class members may submit a claim for Ordinary Out-of-Pocket Losses of up to \$1,000 per individual. S.A. ¶ 2.3. "Ordinary" Out-of-Pocket Losses are unreimbursed costs or expenditures incurred by a Class member in responding to notice of the Data Incident that were incurred between June 1, 2023 (or the earliest verifiable date the Data Incident occurred) and the Claims Deadline, as result of the Data Incident. *Id.* ¶ 2.3.1.

- Extraordinary Losses and Attested Time. In addition to submitting a claim for Ordinary Out-of-Pocket Losses, Settlement Class Members who believe they have suffered identity theft, fraud, or other extraordinary losses may submit a claim for Extraordinary Out-of-Pocket Losses up to \$10,000 per individual. S.A. ¶ 2.4. “Extraordinary Losses” are actual, documented, and unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class member’s personal information. *Id.* ¶ 2.4.1. The loss must have occurred between June 1, 2023 (or the earliest verifiable date the data breach occurred) and the Claims Deadline. *Id.* The Settlement Class Member must have 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. *Id.* In addition, and whether or not they incurred Extraordinary Out-of-Pocket Losses, Settlement Class Members may also submit a claim for up to 5 hours of time spent remedying issues related to the Data Incident at a rate of \$30 per hour, but only if at least 1 full hour was spent. (“Attested Time”). *Id.* ¶ 2.4.3.
- California Statutory Payments. In addition to any other relief under this Settlement Agreement, Settlement Class Members who resided in California at any time during the Data Incident (June 1, 2023 to June 6, 2023) may claim \$250.00 in compensation for releasing their claims under the California Consumer Privacy Act.
- Residual Cash Payment. If there are funds remaining in the Settlement Fund after payment of Approved Claims for Credit Monitoring Services, Approved Claims for Ordinary Out-of-Pocket Losses, Approved Claims for Extraordinary Out-of-Pocket Losses and Attested Time, Approved Claims for California Statutory Payments, costs of notice and administration, service awards approved by the Court, and attorney’s fees and expenses approved by the Court (“the Remainder”), the Remainder will be paid pro rata to each Settlement Class Member who timely submitted an approved claim, whether for a Residual Cash Payment or any other benefit available under the Settlement. *Id.* ¶ 2.7. The amount of the Residual Cash Payments will be

calculated by dividing the Remainder by the number of Settlement Class Members who timely submitted an approved claim. *Id.*

22. Settlement Class Members seeking any of these benefits 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. *Id.* ¶ 2.9.2. For Claims for Ordinary Out-of-Pocket Losses and Claims for Extraordinary Losses and Attested Time, the claimant must provide documentation supporting their claim (*id.* ¶¶ 2.3.2, 2.4.2).

The Notice and Claims Process

23. Proposed Class Counsel request that the Court appoint CPT Group, Inc. (“CPT Group”) as Settlement Administrator to provide notice to class members and to process claims. Notice will be sent by direct U.S. Mail to each Settlement Class Member. The Notice Plan designed by CPT Group satisfies the “best notice practicable” standard pursuant to Rule 23 of the Federal Rules of Civil Procedure. The Notice and Claims Process is described in detail in the supporting declaration of Carole Thompson attached to the Preliminary Approval Motion as Exhibit 3.

Attorneys’ Fees and Expenses

24. The Parties did not discuss the payment of attorneys’ fees and litigation expenses and/or a service award to Representative Plaintiffs, until after the substantive terms of the settlement had been agreed upon, other than that the Settlement Fund would be used to pay reasonable attorneys’ fees and litigation

expenses and a service award to Representative Plaintiffs as may be agreed to by Kisco and Proposed Class Counsel and/or as ordered by the Court, or, in the event of no agreement, then as ordered by the Court.

25. Proposed Class Counsel may request an award of attorney's fees of up to one third of the Settlement Fund, or \$600,000.00, to be paid exclusively from the Settlement Fund. Defendant reserves its right to contest any such request. S.A. ¶ 7.2.

26. Proposed Class Counsel may request an award of costs and expenses up to \$50,000.00 to be paid exclusively from the Settlement Fund. *Id.* Defendant reserves its right to contest any such request.

27. Proposed Class Counsel may also request a service award of up to \$5,000.00 for each of RPs to be paid exclusively from the Settlement Fund. RPs actively participated in the case by assisting with the initial and amended complaints, approving the Settlement, and actively participating in discovery, including by preparing to sit for depositions. Defendant reserves its right to contest any such request.

Releases

28. The Settlement Class will release the Released Persons from claims that were or could have been asserted in this case. Proposed Class Counsel believe the releases are appropriately tethered to the claims that were presented in the litigation and therefore appropriate consideration in exchange for the substantial class relief

provided by the Settlement.

The Settlement is Fair, Reasonable, and Adequate

29. The proposed settlement is a fair and adequate result. If approved, it will deliver substantial relief specifically tailored to the types of harm often incurred as a result of criminal data breaches. Credit Monitoring Services, reimbursement for Ordinary Out-of-Pocket Losses, reimbursement for Extraordinary Out-of-Pocket Losses and Attested Time, \$250 California Statutory Payments, and Residual Cash Payments, all available under the Settlement, are precisely the types of relief that Proposed Class Counsel and RP sought to obtain through this litigation.

30. Based on Proposed Class Counsel's experience in other data breach cases, the funds available to Class Members are tailored to address the losses stemming from the Data Incident. When a victim incurs out-of-pocket expenses relating to a data breach, it is typically associated with seeking advice about how to address the breach (e.g., paying for professional services), paying incidental costs associated with identity theft or fraud (e.g., overdraft fees or costs for sending documents by certified mail), or taking mitigative measures like paying for credit monitoring or credit freezes. As such, the ordinary out-of-pocket expenses associated with a data breach are generally relatively modest, and rarely exceed several hundred dollars. When victims spend more than this amount, it is typically associated with paying for professional services such as accountant or attorneys'

fees.

31. The Settlement must also be viewed against the significant risks to RPs had he continued to litigate the case. There was a risk that RPs' claims would not have survived, or survived in full, on a class-wide basis. Additional litigation would be complex, costly, and likely continue for several years with no guarantee of relief. A settlement now would allow class members to obtain relief without high administrative burdens.

32. Based on the factual record and the briefing and argument on legal issues, Proposed Class Counsel believe the Settlement is in the best interests of the Settlement Class.

33. Finally, there is no indication that there are any conflicts between RPs and the Settlement Class. Rather, RPs' claims are substantially similar to the claims of the Settlement Class. Each of them was impacted by the Data Incident due to the unauthorized access to their personal information. Moreover, in crafting the Settlement, we took care to ensure that the relief was allocated commensurate to the value of each Settlement Class Member's respective claims—those that suffered a greater loss will be able to make a proportionately larger claim than those that did not.

34. In light of the totality of the circumstances, the Court should conclude that the Settlement as described in the Settlement Agreement is fair, reasonable, and

adequate and likely to achieve final approval, and therefore notice should issue to the class.

Appointment of Class Counsel

35. I respectfully submit that Proposed Class Counsel have diligently served the class and the Court in litigating this case and presenting this Settlement for initial approval requesting issuance of notice and therefore request that we be appointed as Class Counsel pursuant to Fed. R. Civ. P. Rule 23(g) for purposes of implementing this Settlement.

I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct.

DATED this 3rd day of September, 2026 in the United States of America.

_____/s/ *Ryan D. Maxey*_____

Ryan D. Maxey

**THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

PAUL GOIS, *et al.*, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

KISCO SENIOR LIVING, LLC,

Defendant.

Case No. 24-cv-751-BJC-AHG

RONALD COX, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

KISCO SENIOR LIVING, LLC,

Defendant.

**DECLARATION OF CAROLE THOMPSON REGARDING THE NOTICE PLAN IN
SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT**

I, Carole Thompson declare and state as follows:

1. I am the Program Manager of Case Management, Class Action Services of CPT Group, Inc. ("Settlement Administrator" or "CPT"). The following statements are based on my personal knowledge, the information provided to me by Counsel and other CPT employees working on this matter, and records of CPT generated and maintained in the usual course of its business. If called on to do so, I could and would testify competently thereto.

2. For this matter, CPT is able and willing to provide Notice and Claims Administration services as provided in the Settlement Agreement, if Plaintiffs' motion is approved by the court.

3. CPT Group, Inc. is located at 50 Corporate Park, Irvine, CA 92606.

4. I have been employed by CPT for 10 years. As Program Manager, I am responsible for overseeing the Project Managers who carry out the duties and tasks related to the administration of consumer settlement matters. I submit this declaration at the request of Counsel in support of the Motion for Preliminary Approval of Class Action Settlement.

CPT'S EXPERIENCE RELEVANT TO THIS CASE

5. CPT is a leader in the settlement administration industry and has extensive experience in providing court approved notice of class actions and administering various types of notice programs and settlements, including specifically those of the type provided for and made in data breach litigation. In the past 30-plus years, we have provided notification and/or claims administration services in thousands of class action cases. Some recent multi-state representative matters include *Hinds v. Community Medical Centers, Inc.*, Case No. STK-CV-UNPI-2021-0010404 (Sup. Ct. Cal. Cnty of San Joaquin); *Young v. Good Samaritan Hospital*, Case No. 20STCV30421 (Sup. Ct. Cal. Cnty of Los Angeles); *Heath et al. v. Steel River Systems, LLC.*, Case No. 2023-LA-000006 (IL, 14th Jud. Cir. for Whiteside Cnty., Chanc. Div); *Hashemi, et al. v. Bosley, Inc.*, Case No. 21-cv-00946-PSG (RAOx) (C.D. Cal); *In Re Southern Ohio Health Systems Data Breach Litigation*, Case No. A2101886 (CT. Com. Pl. Hamilton Cnty., OH); *Bokelman v. FCH Enterprises, Inc.*, Case No. 18-cv-00209-RJB-RLP (D. Haw); *Christofferson v Creation Entertainment, Inc.* Case No. 19STCV11000 (Sup. Ct. Cal. Cnty of Los Angeles); *Hartranft, et al. v. TVI, Inc. d/b/a/ Savers, Inc., Apogee Retail, LLC*, Case No. 8:15-cv-01081 CJC-DFM (C.D. Cal.); *Lim, et al. v. Vendini, Inc.*, Case No. 1-14-CV-259897 (Sup. Ct. Cal. Cnty of Santa Clara); *Thompson v. 1-800 Contacts, Inc., Vision Direct, Inc., Walgreens Boots Alliance, Inc., Walgreen Co., Arlington Contact Lens Service, Inc., National Vision, Inc., Luxottica of America, Inc. (f/k/a Luxottica Retail North America, Inc.)*, Case No. 2:16-cv-01183 (D. Utah); *Broomfield v. Craft Brew Alliance, Inc.*, Case No. 5:17-cv-01027-BLF (N.D. Cal); *Jacobo, et al.*,

v. Ross Stores, Inc., Case No. 2:15-cv-04701-MWF-AGRx (C.D. Cal); *Livingston v. MiTAC Digital Corporation*, Case No. 3:18-cv-05993-JST (N.D. Cal); and *Gold, et al. v. Lumber Liquidators, Inc.*, Case No. 3:14-cv-05373-RS (N.D. Cal.). Some of our single-state representative matters include *V.C. et al. v. Salinas Valley Memorial Healthcare System*, Case No. 20-cv-001923 (Sup. Ct. Cal. Cnty of Monterey); *Krinsk, et al. v Monster Beverage Corporation, et al*, Case No. 37-2014-00020192-CU-BT-CTL (Sup. Ct. Cal. Cnty of San Diego); *Kerr v. The New York Times Co.*, et al., Case No. 37-2016-000010125-CU-MC-CTL (Sup. Ct. Cal. Cnty of San Diego); and *Mount v. Wells Fargo Bank*, Case No. BC395959 (Sup. Ct. Cal. Cnty of Los Angeles).

6. CPT offers a wide range of class action administrative services for developing, managing, and executing all stages of integrated settlement plans. A true and correct copy of CPT's company resume ("CPT CV") is attached as **Exhibit A**, which provides detailed information concerning our class action claims administration qualifications, experience, as well as our Information Security Statement that details CPT's procedures for the protection of confidential Settlement Class Member information.

7. Due to the sensitive nature of settlement administration, CPT follows a series of strict protocols to protect the integrity of our work that include, but are not limited to, the following: employing security controls and procedures throughout our business that comply with AICPA SOC 2 Type II; requiring of secure file transfer of all Settlement Class Member data, account and wire information; multifactor authentication to secure all email accounts; monitoring each endpoint with modern Data Loss Prevention ("DLP") software; implementation of strict policy regarding the transmittal and storage of SI; requiring staff to complete regular cyber security training; monthly external and internal vulnerability scans to ensure the integrity of our security measures. To protect against potential losses, CPT holds \$5,000,000 in Errors and Omissions insurance, \$1,000,000 in Crime/Fidelity insurance, and \$5,000,000 in cyber insurance.

NOTICE AND ADMINISTRATION OVERVIEW

8. CPT was selected in the above captioned matter to provide administration services for this settlement. In this capacity, CPT will complete the tasks as detailed in the Settlement

Agreement, including but not limited to the following: (a) prepare, print and otherwise disseminate notification of the pending settlement to the Settlement Class Members; (b) establish a dedicated toll-free 24-hour support line with Interactive Voice Response (“IVR”) capabilities; (c) establish a dedicated settlement website that will, among many things, inform Settlement Class Members of the terms of the Settlement and allow them to file a claim form electronically; (d) receive objections submitted by Settlement Class Members; (e) receive and validate claims and requests for exclusion submitted by Settlement Class Members; (f) notify the parties of Settlement Class Members who file timely requests for exclusion and timely claim forms; (g) receive other communications about the settlement; (h) provide secure data management and reporting; (i) file any required reports with the court; (j) establish a Qualified Settlement Fund for payment of authorized claims; (k) calculate the amounts due to each Settlement Class Member pursuant to the settlement; (l) make payments to Settlement Class Members through the established fund and file all applicable tax returns; and (m) handle any uncashed checks as directed by the court.

CLASS NOTICE

9. CPT understands that in this settlement a Settlement Class Member means:

All individual U.S. residents to whom Kisco sent written notification of the Data Incident. Excluded from the Settlement Class are: (1) the Judge and Magistrate Judge presiding over the Lawsuits, any members of the Judges’ respective staffs, and immediate members of the Judges’ 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 and the successors and assigns of any such excluded persons; and (4) 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 Incident or who pleads nolo contendere to any such charge. Several officers of Kisco were sent written notification of the Data Incident but are specifically excluded from the Settlement Class. Defendant represents that the Settlement Class contains 26,663 individuals.

10. It is also CPT’s understanding that the parties expect that the majority of Settlement Class Members can be identified and located from Defendant’s records. Upon receipt of the

Settlement Class Member information CPT will assign a unique identifier to each person in the list that will be used throughout the duration of the administration process. The proposed notification program will include the components as described below.

11. **Direct Notice:** CPT will send a Short Form Notice with an attached “tear off” claim form with prepaid postage via U.S. mail to all Settlement Class Members for whom a valid mailing address is provided. Prior to mailing, to increase the success rate of deliverability, CPT will scrub the records to reduce anomalies and duplicates and update the mailing addresses using National Change of Address (NCOA). Any mailed notices that are returned as undeliverable from the post office will be promptly re-mailed if returned with a forwarding address or skip traced in attempt to find the current addresses and promptly re-mailed if ascertained.

12. **Website:** CPT will set up and administer a dedicated settlement website that will be informative and easy for potential members of the Settlement Classes to navigate. The Settlement Website will include links to the Settlement Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, the Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and the Final Approval Order and Judgment, and other relevant filings as instructed by the parties or the Court. In addition, the website will provide the information necessary to file a claim online and will provide for secure online submission of Claim Forms and supporting documents. The website address or a hyperlink will also be displayed on all notifications described above.

13. **Toll-Free Number/IVR:** CPT will establish a dedicated 24-hour, toll-free support line with Interactive Voice Response (“IVR”) capabilities to provide potential members of the Settlement Class with: (a) general and detailed information about the Action; (b) answers to frequently asked questions; and (c) information relating to filing a claim form or opt out. In addition, CPT will maintain a dedicated email inbox for handling inquiries from potential Settlement Class Members and claimants.

PROCESSING OF RESPONSES FROM CLASS

14. CPT understands that Settlement Class Members can make a claim by completing the claim form and submitting it by mail to CPT at the address shown in the Notice or by submitting

it online via the settlement website. In accordance with the terms of the parties' Settlement Agreement, CPT will review all claim forms and supporting documents submitted and confirm that they are valid, submitted by a qualifying Settlement Class Member, and that all necessary information has been provided to support the claim.

15. CPT also understands that Objections and Opt-Outs must be served in writing as instructed in the Notice. CPT will maintain a record of and inform the parties of all Opt-Out requests submitted by Settlement Class Members, as well as any Objections CPT may receive.

ADMINISTRATION FEES

16. CPT estimates its costs for the notice and administration of this Settlement will be approximately \$38,750.00 based on 26,663 Settlement Class Members and a claim filing rate of 10%. CPT understands that the costs related to claims administration will be paid by the Settlement Fund.

CONCLUSION

17. The proposed Notice Plan includes individual direct notice to all members of the Settlement Class who can be identified through reasonable efforts as well as a Settlement Website and toll-free hotline. Based on our experience with similar cases, the notice program described herein is consistent with other court-approved notice programs and will provide Settlement Class Members with notice of their legal rights and comports with due process requirements.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on September 3, 2026, at Irvine, California.

Carole Thompson

Carole Thompson

EXHIBIT A

CURRICULUM VITAE



50 Corporate Park
Irvine, CA 92606



www.CPTGROUP.com



1 (800) 542-0900



COMPANY PROFILE

CPT Group, Inc. ("CPT"), founded in 1984, is a leading provider of notice and settlement class action administration services and has been appointed as the third-party administrator by all major courts. Throughout our history, CPT has disbursed billions of dollars in settlement funds, serviced over 250,000,000 class members, and administrated over 7,000 cases. CPT offers a wide range of class action administrative services for developing, managing, and executing all stages of integrated notice plans and settlements. This includes pre-certification and discovery mailings, class-certification mailings, claims processing and administration, data management, data reporting, settlement fund administration, legal noticing campaigns, website design, and web hosting. The project management team, call center, data entry center, IT, and production facilities are all located at the corporate headquarters in Irvine, CA.

QUALITY ASSURANCE & SECURITY

The integrity of CPT's work and our stringent quality assurance protocols are strengthened by the staff's ability to operate in close proximity keeping the work managed in-house. With a commitment to rigorous security protocols and controls, CPT upholds an obligation to its clients to maintain data and cyber security practices that comply with AICPA SOC 2 - Type II.

DIVERSITY & INCLUSION

CPT believes that promoting diversity starts with a commitment to building understanding and awareness. Diversity is not just cultural or ethnic, it includes people of all ages and backgrounds. We are guided by a commitment to removing barriers to the recruitment, retention, and advancement of talented individuals from historically excluded populations. CPT recruits and rewards team members based on capability and performance, regardless of race, gender, sexual orientation, gender identity or expression, lifestyle, age, educational background, national origin, religion, or physical ability.

AREAS OF EXPERTISE

- **PROJECT MANAGEMENT** - At the heart of our administrative capabilities is the ability to manage and process our cases as a neutral TPA with efficiency, accuracy, and in compliance with the terms of the parties' agreement. Our skilled approach in the use of technology, effective management, and quality assurance is the core of our operation.
- **Claims Administration** - CPT conducts extensive Quality Assurance processes throughout the duration of the claims period. Any responses received from Class Members are processed according to our strict internal procedures and in accordance with the Settlement Agreement. Counsel is provided with all required reporting, including, where applicable, a list of approved claimants and the settlement calculations for each.
- **Call Center** - CPT's case support representatives stand ready to service all case inquiries offering live, multi-lingual, 1-1 response, 5 days a week during business hours (extended hours available). Interactive Voice Response (IVR) assures that class members receive the assistance and support they require 24 hours a day. A proprietary call tracking system combined with highly trained representatives ensures an accurate class member history for each and every call.
- **Data Management/Reporting** - Through programmatic analysis, CPT will standardize the class data to compile a master mailing list. CPT prepares weekly status reports for each case that summarize the status of returns and responses such as mail pieces and claim form submissions. CPT is SOC 2 Type II certified, which ensures necessary measures are taken to safeguard all class member data.
- **Noticing Expertise** - CPT's legal notice experts have a combined experience of over 25 years in the industry and come together to plan a successful notice campaign based on the requirements of the Settlement. After strategizing and consulting with Counsel, our team will determine the best method of notification to reach your intended target audience. Whether notification will be through means of a known or unknown data set, CPT will execute the campaign with precision and accountability.
- **Settlement Fund Administration** - CPT's team of tax and accounting professionals manages all fund distributions through a rigorous and supervised process. Stringently following the terms of the Court Order, CPT maintains its Qualified Settlement Fund (QSF) accounts through federally insured banks with access restricted to authorized personnel only. On behalf of the QSF, CPT will handle all remittances and reporting to local, state, and federal tax authorities.



EXPERIENCE

CPT Group, Inc. has a proven track record of successfully administering complex class action settlements across a broad range of practice areas, including cases with millions of class members. With over four decades of experience, CPT is trusted by courts nationwide as a third-party administrator for high-stakes, large-fund settlements. Below are highlights from several relevant cases we've handled:

CONSUMER PROTECTION

Stevens v. Britax Child Safety, Inc., Case No. 2:20-cv-07373-MCS-AS (C.D. Cal)

Administration tasks for this hybrid settlement included dissemination of the summary notice by email or mail to known consumers and implementation of an extensive digital and social media campaign to reach unknown consumers, which encompassed internet publication through DV360, paid and keyword search (Google/Bing), and social media advertising on Facebook, Instagram, and OLV (YouTube). Additional efforts included a press release and four consecutive print publications in the Los Angeles Times. Further, a dedicated settlement website was established to access court-approved documents, facilitate online claims submission, and offer real-time case information to potential settlement class members.

Pope, et al. v. Cura Partners, Inc., State of Oregon, Multnomah County Circuit Court, Case No. 20CV05932

While administering this consumer settlement, CPT designed and implemented a multi-faceted notice program to effectively reach and engage the potential class population of 172,000 members. The comprehensive outreach strategy integrated multiple communication channels, anchored by a targeted digital media campaign that strategically placed settlement information where potential class members were most likely to encounter it. This digital approach was complemented by traditional print publication, creating multiple touchpoints for class awareness. Central to the administration strategy was an interactive settlement website that served as the primary hub for class member engagement and streamlined claims submission. The settlement's modern approach extended to its payment distribution, offering claimants flexibility through multiple digital payment options. This technology-forward distribution strategy provided class members convenient, secure payment choices while optimizing administrative efficiency.

Treviso v. Pro Football Hall of Fame, Case No. 5:17-cv-00472 (N.D. Ohio)

CPT executed a sophisticated administration strategy for this consumer settlement, beginning with a meticulously researched notice campaign tailored to reach the presumed target audience. The comprehensive digital strategy integrated paid search campaigns, programmatic display advertising, strategic social media placements, and online video (OLV) content. This layered approach proved highly effective, generating an impressive 5,080,887 impressions during the 40-day recruitment campaign. To further enhance accessibility, the notice program incorporated direct communication methods through email and text message notifications, ensuring multiple touchpoints for potential class members. The settlement's complexity was particularly evident in its claims validation requirements, which demanded a thorough review of multiple documentation types, including proof of travel, accommodation records, and event attendance verification through tickets or other supporting evidence. This rigorous validation process, combined with the sophisticated notice program and user-friendly claims platform, demonstrated CPT's ability to manage intricate settlement requirements while maintaining efficient and accessible administration practices.

DATA BREACH

Patricia Tafelski, et al. v. Logan Health Medical Center, Montana Eighth Judicial District Court, Case No. 19CV45421 and ADV-22-0124

CPT administered this data breach settlement reaching approximately 213,500 class members through a comprehensive notice program featuring double postcards and strategic reminders. The administration centered on an interactive settlement website that served as an information hub for class members. CPT implemented a flexible benefits distribution system offering multiple payment options, including electronic transfers, paper checks, and credit monitoring activation codes. To maximize participation, CPT executed targeted follow-up campaigns via email and phone to encourage check cashing.

Harkey-Kirk v. California Department Of Public Health, Sacramento County Superior Ct, Case No. Case No.: 34-2019-00260616

In addressing this privacy matter under the Confidentiality of Medical Information Act, CPT implemented a comprehensive strategy to issue a notice of class certification. Our approach included targeted outreach through traditional print publication, a robust media campaign across platforms like Facebook, Instagram, and YouTube, and a precision-driven paid search campaign on both Bing and Google. Additionally, our programmatic display advertising, facilitated through a DSP platform, created a dynamic and visually engaging presence across various online spaces. The campaign's visibility was enhanced by a press release distributed via PR Newswire, ensuring comprehensive information reached both the public and the media.

Hinds v. Community Medical Centers, Inc., San Joaquin County Superior Court , Case No. STK-CV-UNPI-2021-0010404

CPT Group effectively managed this \$1.9 million data breach settlement through multiple communication channels, including direct mail notices to over 600,000 class members and a dedicated settlement website where claimants could access court documents and submit claims electronically. A 24-hour toll-free support line with IVR capabilities provided continuous assistance. These comprehensive efforts resulted in over 11,000 claim submissions, with claimants choosing between cash benefits or credit monitoring services.



EXPERIENCE

LABOR & EMPLOYMENT

Nevarez, et al. v. Costco Wholesale Corporation, Los Angeles County Superior Court, Case No. 19STCV10017

To apprise settlement class members of the \$8,750,000 wage and hour settlement, CPT implemented a dual-notification approach that leveraged email and physical mail communications to effectively reach the substantial class size of 96,677 members. Over \$5,000,000 was designated as the net settlement amount for distribution among participating class members from the gross settlement amount. The settlement administration was particularly notable for its inclusion of gift card distribution to qualified participants, adding complexity to the distribution process by requiring the management of both monetary and non-monetary benefits.

Helmick v. Air Methods Corp., Alameda County Superior Court, Case No. RG13665373

(Top Settlements, 2020) Administration of this \$78,000,000 employment settlement demonstrated the complexity of managing high-value, multi-year distributions. The notice program began with direct mail outreach to settlement class members, a comprehensive settlement website, and toll-free class member support. The settlement's significant monetary component required careful administration, with distributions totaling over \$49,000,000 executed over three years. The substantial individual awards, averaging approximately \$100,000 per claimant, reflected the serious nature of the underlying claims and required meticulous verification and distribution protocols. The high average award amount and multi-year distribution schedule distinguished this as one of the more complex employment settlements of 2020.

Wackenhut Wage and Hour Cases, Los Angeles County Superior Court, Case No. JCCP Np. 4545

(Top Settlements, 2019) CPT implemented a sophisticated communication strategy that integrated multiple outreach channels to notify settlement class members in this \$130,000,000 wage and hour settlement. The notice program leveraged both email and SMS text messaging in English and Spanish, ensuring broad accessibility across the linguistically diverse class population. A comprehensive settlement website served as an information hub, featuring an online claim portal. CPT supported class member engagement through a dedicated toll-free hotline. The effectiveness of these notice methods was demonstrated by the impressive 57% claimant response - a strong result that helped secure final approval from the court. This settlement's size and successful administration marked it as one of the largest employment settlements in California that year.

Sanchez v McDonald's Restaurants of California, Los Angeles County Superior Court, Case No. BC499888

(Top Settlements, 2019) Notice methods in this \$26,000,000 wage and hour settlement featured a multi-channel approach. Primary notice was delivered through direct mail and email in English and Spanish, accommodating the workforce's linguistic diversity. A dedicated settlement website was a comprehensive resource, hosting case documents, court filings, frequently asked questions, settlement agreement details, and opt-out/objection forms. All website materials were available in both English and Spanish. For additional support, a toll-free hotline was staffed by trained bilingual representatives.

Alvarez, et al v. XPO Logistics Cartage, LLC, 2:18-cv-03736-RGK-E (C.D. Cal)

In administering this \$20 million wage and hour settlement, CPT executed a comprehensive bilingual notice program, disseminating materials in both English and Spanish while managing the critical task of collecting W-9s from prospective class members. CPT implemented a strategic follow-up campaign to optimize response rates, including targeted reminder postcards to non-responding individuals. The settlement distribution was executed in two phases: an initial disbursement to all eligible class members and a supplemental distribution to those who had promptly negotiated their initial settlement payments.

Abdullah v U.S. Security Associates, Inc., San Diego County Superior Court, Case No. 2:15-cv-09-00984 PSG-E

(Top Settlements, 2018) CPT successfully administered this substantial \$21 million settlement, implementing a comprehensive notice and communication program for a class exceeding 22,000 members. The multi-channel outreach strategy included direct mail notification, a dedicated settlement website, and a toll-free support line to ensure class members had ready access to case information and assistance. The administration required sophisticated tax compliance measures, with CPT managing the intricate coordination of settlement benefit distribution alongside required tax documentation. This included the timely issuance of settlement payments with corresponding W2 and 1099 tax forms to all eligible class members, maintaining strict adherence to tax regulations and reporting requirements.

Cruz & Johnson v. Wal-Mart Associates, Inc., et. al., Los Angeles & San Bernardino County Superior Courts of California, Case Nos. 18STCV03128 and CIVDS1602699

(Top Settlements, 2021) In this significant 2021 PAGA settlement, CPT administered a \$15 million resolution reaching over 320,000 aggrieved employees through direct mail notification. The administration included comprehensive tax compliance, with CPT coordinating the distribution of settlement checks and corresponding 1099 forms to eligible participants. This consequential wage-and-hour settlement exemplified the effectiveness of PAGA enforcement in addressing workplace compliance issues.

Valdez v. Starbucks Corporation, Superior Court of the State of California, County of Riverside, Case No. PSC1908409

CPT administered a \$3 million PAGA settlement benefiting 138,000 aggrieved employees. The distribution process included coordinated issuance of settlement checks and corresponding 1099 tax forms. CPT managed the disposition of uncashed funds through a Cy Pres distribution, ensuring the full settlement value served its intended public benefit.

QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



JULIE N. GREEN

President

Notice Expert

Julie N. Green is the President of CPT Group, Inc., where she leads the company's strategic direction, growth, and operations. With over 20 years of experience in class action administration, she combines her industry expertise with a visionary approach, positioning CPT as a leader in a dynamic landscape. Julie drives innovation in client partnerships, technology, and service delivery, ensuring alignment with client objectives for sustainable growth and collaborates closely with her teams across the organization to identify new opportunities.

A recognized authority in legal notice administration, Julie has designed numerous court-approved notice programs and actively contributes to discussions on emerging industry trends, ensuring CPT's commitment to precision, neutrality, and compliance in all engagements.

Julie holds dual B.A. degrees in Drama and Psychology & Social Behavior from the University of California, Irvine.

RANDI J. MARTZ,

EVP Business Development & Strategy

Notice Expert

Randi brings over 17 years of experience to CPT Group. Her role is crucial in analyzing settlement requirements for legal notification through various research methods and data analysis. Randi's expertise lies in finding efficiencies to implement cost savings for RFPs and developing strategic plans to grow the business.

As a liaison between the Business Development and Operations Teams, Randi plays a vital role in identifying critical opportunities to strengthen settlement and client objectives. Her educational background in Business Administration from California State University, Fullerton, provides a solid foundation for her multifaceted role at CPT.

JACQUELINE N. KOH

VP Operations

Jackie brings nearly two decades of hands-on experience and strategic leadership to CPT Group. Since joining the company 18 years ago, Jackie has become a vital force in shaping CPT's operational excellence and client service delivery. In her role, she oversees key operational departments including Case Management, Disbursement, Claims Processing, Mailing, and the Call Center. Jackie drives operational strategies that align with CPT's growth trajectory and industry reputation. Her deep understanding of the full settlement lifecycle—from court approval and process optimization to client coordination and fund distribution—positions her as a trusted advisor throughout the administration process. Jackie's legal foundation includes prior roles as a paralegal at the Orange County District Attorney's Office and several top law firms. She holds a B.A. in International Relations and Law & Public Policy from the University of Southern California and completed her Paralegal Studies at UCLA.

TREVOR JONES

Chief Technology Officer

Trevor leads CPT's technology vision, systems architecture, and business intelligence strategy to support high-volume, complex case administration. With over two decades of technology leadership experience, including executive roles at VIZIO and Veritone overseeing business operations, IT, and AI-driven analytics, Trevor brings proven expertise in driving innovation, scalability, and operational efficiency.

His specialized knowledge in enterprise innovation, data analytics, and operational strategy strengthens CPT's technological capabilities while ensuring continued excellence in class action administration. Trevor's leadership enables CPT to leverage cutting-edge solutions that enhance both service delivery and operational performance.

Trevor holds a B.S. in Mathematics/Economics from UCLA and actively contributes to the Orange County tech community as a coach and thought leader.

MARK BRANDENBERGER,

Chief Financial Officer

Mark Brandenberger serves as CPT Group's Chief Financial Officer. A CPA who began his career at Deloitte and Touche, Mark developed his financial and operational expertise over 25 years in financial services, working with companies from start-ups to Fortune 100. He later owned and successfully operated a fire and water restoration company before selling it.

Mark holds a Bachelor of Business Administration in accounting from Cal Poly San Luis Obispo and recently became a certified business coach, leveraging his experience to help business owners exceed their potential through strategic guidance and mentorship.



QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL

ABEL E. MORALES, **Director of Operations**

Abel Morales is the Director of Operations at CPT Group. Since joining CPT in 2010, Abel has handled hundreds of class action cases from inception through distribution and has become an expert in complex settlements. He is the primary client contact and is well trusted for his expertise in the class action industry. Abel oversees the Claims Processing Department, Production Department, and Class Member Support Services. His wide range of expertise provides valuable insight into all facets of the Administration process. Prior to CPT Group, Abel was a Senior Analyst for 9 years at a prominent Fortune 500 mutual insurance holding company. Abel also holds a B.A. in International Finance from the California State University of Fullerton. He is bilingual in Spanish.

CAROLE THOMPSON, **Program Manager**

Carole became a part of CPT in 2010, starting as a Case Manager. Currently, she manages case intake along with intricate consumer and administrative issues. Before this, she dedicated 12 years to the Financial Industry at a well-known Fortune 500 annuities company, followed by five years as a Benefits Specialist and Coordinator. After returning to California in 2016, Carole rejoined CPT, bringing with her a robust professional background and extensive experience that has significantly advanced the team's approach to case work.

JEREMY ROMERO **Data Operations Manager**

Jeremy Romero serves as Data Operations Manager at CPT Group, where he leads the data operations team in managing the class member data that sits at the heart of every case CPT manages. His work centers on the integrity, structure, and lifecycle of class data ensuring that it is accurate, complete, and audit-ready at every stage of administration. Prior to stepping into his current leadership role, Jeremy served as a Senior Case Manager at CPT Group, where he built hands-on expertise in the full lifecycle of class member data, from intake and analysis through distribution and reporting. That foundation informs how he leads today. His broader professional history includes overseeing high-volume legal operations at scale, leading multi-state teams, monitoring complex deadlines, and managing demanding client portfolios.

TIM CUNNINGHAM, **Associate Director, Case Management**

Tim Cunningham has been with CPT Group since 2010 and has successfully managed over 300 cases. As Associate Director, under his direction, a team of Case Managers and Assistants are trained and guided to oversee all case activity—from administrative conception to disbursement. Tim and his team are also the primary contact between the firm and Counsel while also working closely throughout administration with the IT, Mailing, Claims and Call Center departments. Prior to CPT Group, Tim was a Lead Relationship Manager for 10 years at a prominent Fortune 500 mutual insurance holding company. Tim earned his B.A. in Public Administration with a minor in English from California State University, San Diego.

ALEJANDRA ZARATE **Program Manager**

Alejandra Zárate serves as one of CPT Group's Program Managers. In this capacity, she oversees the onboarding process for new cases and trains new Project Managers. Alejandra joined CPT Group in 2007, initially working in the Claims Department before transitioning to the Case Management team in 2009. Her extensive experience at CPT Group equips her to effectively manage the essential tasks of intake and development for new team members, ensuring they are well-acquainted with the department's policies and procedures. Alejandra earned her degree in Computer Engineering from the Autonomous University of Baja California in Ensenada, B.C., Mexico.

JENNIFER FORST **Sr. Program Manager**

Jennifer brings a deep understanding of human behavior and organizational dynamics to her role at CPT Group. Her professional journey began in employee engagement and retention, where she honed her skills as a project manager and consultant. Her expertise was further solidified during her tenure as Director of Client Services for an external consulting firm, where she led a diverse team of consultants, project managers, and analysts to deliver exceptional results for clients across industries. Jennifer embarked on a new career chapter when she joined CPT Group, drawing on her background in psychology and client services, where she oversees cross-functional projects and cases with precision and empathy.

EXHIBITS

EXHIBIT 1. CPT'S INFORMATION SECURITY STATEMENT

EXHIBIT 2. CPT'S DATA AND SETTLEMENT FUND TRANSMISSION METHODS