

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
EASTERN DIVISION

---

IN RE SOVOS COMPLIANCE DATA  
SECURITY INCIDENT LITIGATION

Case No. 1:23-CV-12100 (“Master Docket”)

CLASS ACTION

---

**PLAINTIFFS’ UNOPPOSED MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT AND APPLICATION  
FOR ATTORNEYS’ FEES, COSTS, AND SERVICE AWARDS**

Plaintiffs, Sergei Stadnik, Julianne Yenca, James Lawler, and Tony Anderson, on behalf of themselves and the proposed Settlement Class,<sup>1</sup> with the consent of Defendant, Sovos Compliance, LLC, hereby move this Court for Final Approval of the class action Settlement preliminarily approved by this Court on February 12, 2024 (D.E. 42). Plaintiffs respectfully request this Court enter a Final Approval Order and thereafter a Final Judgment:

- a. Granting final certification of the Settlement Class, appointing Plaintiffs Sergei Stadnik, Julianne Yenca, James Lawler, and Tony Anderson as settlement Class Representatives, and appointing as settlement Class Counsel Mason Barney and Tyler Bean of Siri & Glimstad LLP and Jeff Ostrow of Kopelowitz Ostrow P.A.
- b. Finding the Notice satisfied due process requirements and Federal Rule of Civil Procedure 23;
- c. Finding the terms of the Settlement are fair, reasonable, and adequate, are within the range of possible approval; the Settlement was entered into after extensive, arm’s-length negotiations; and the Settlement terms are approved, adopted, and incorporated by the Court;
- d. Directing the Parties, their attorneys, and the Settlement Administrator to consummate the

---

<sup>1</sup> All capitalized terms herein shall have the same meaning as those defined in Section II of the Settlement Agreement and Releases, which is attached to the Memorandum of Law in support of this Motion as *Exhibit A*.

- Settlement in accordance with the Final Approval Order and the terms of the Agreement;
- e. Resolving all claims, including the Released Claims, against the Released Parties and ruling the Settlement is binding on all Settlement Class Members, including the Releases contained in the Agreement;
  - f. Overruling any objection, including the lone objection submitted to date that does not meet the requirements of the Preliminary Approval Order or the Agreement; and
  - g. Approving Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

In support of this Motion, Plaintiffs submit their Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards, the Declaration of settlement Class Counsel Jeff Ostrow and Mason Barney, the Declaration of Scott M. Fenwick of Kroll Settlement Administration LLC, all other pleadings and papers on file in this Action, and any oral argument that may be heard by this Court at or prior to the Final Approval Hearing currently scheduled for July 23, 2024.

Dated: June 7, 2024.

Respectfully submitted,

/s/ Jeff Ostrow  
Jeffrey Ostrow (*pro hac vice*)  
**KOPELOWITZ OSTROW P.A.**  
One West Las Olas Blvd., Suite 500  
Fort Lauderdale, Florida 33301  
Telephone: 954-525-4100  
ostrow@kolawyers.com

Christina Xenides  
Mason A. Barney (*pro hac vice*)  
Tyler J. Bean (*pro hac vice*)  
**SIRI & GLIMSTAD LLP**  
745 Fifth Avenue, Suite 500  
New York, NY 10151  
Telephone: 212-532-1091  
cxenides@sirillp.com  
mbarney@sirillp.com  
tbean@sirillp.com

*Counsel for Plaintiffs and the Settlement Class*

**CERTIFICATE OF SERVICE**

I hereby certify that on this the 7<sup>th</sup> day of June, 2024, a copy of the foregoing document was electronically filed with the Clerk of Court using the CM/ECF system.

*/s/ Jeff Ostrow* \_\_\_\_\_

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
EASTERN DIVISION

---

IN RE SOVOS COMPLIANCE DATA  
SECURITY INCIDENT LITIGATION

Case No. 1:23-CV-12100 (“Master Docket”)

CLASS ACTION

---

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS’ UNOPPOSED  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND  
APPLICATION FOR ATTORNEYS’ FEES, COSTS, AND SERVICE AWARDS**

Plaintiffs<sup>1</sup> and settlement Class Counsel, submit this memorandum of law supporting their Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorney’s Fees, Costs, and Service Awards.

**I. INTRODUCTION**

On February 12, 2024, this Court preliminarily approved the Settlement (D.E. 42), which provides for substantial Settlement Class benefits, including: (1) a non-reversionary \$3,534,128.50 Settlement Fund, from which Settlement Class Members with Valid Claims will receive compensation for out-of-pocket losses, reimbursement for lost time, compensation for extraordinary losses, and credit monitoring; and (2) valuable injunctive relief, of comprehensive security measures validated by Kroll Cyber Risk. The Settlement Fund will also be used to pay all Settlement Administration Costs, any Court-awarded attorneys’ fees and costs to settlement Class Counsel, and any Court-awarded Service Awards to the settlement Class Representatives.

Plaintiffs and settlement Class Counsel now move the Court for Final Approval and apply for

---

<sup>1</sup> All capitalized terms herein shall have the same meaning as those defined in Section II of the Settlement Agreement and Releases, which is attached as services related to *Exhibit A*.

their attorney's fees and costs and Service Awards. The Settlement meets all the criteria for Final Approval. The overwhelmingly positive response from the Settlement Class, notwithstanding a single deficient and unfounded *pro se* objection to the Settlement, which the Court should overrule, affirms the Court's initial conclusion that the Settlement is fair, reasonable, and adequate. For all the reasons set forth herein, the Court should grant Final Approval to the Settlement and Plaintiffs' request for attorneys' fees and costs, and Service Awards.

## II. PROCEDURAL HISTORY

On May 31, 2023, Progress Software announced a previously unknown vulnerability in its MOVEit Transfer application, which Sovos utilized to help deliver services related to unclaimed property. Agreement ¶ 1. Sovos learned that some of its customers' data may have been impacted by the Data Incident. *Id.* ¶ 2. Thereafter, Sovos was named as a defendant in four class actions between September 13, 2023, and November 2, 2023. *Id.* ¶ 5.

On November 13, 2023, this Court consolidated the first two actions into this action. *Id.* ¶ 5(b); D.E. No. 15. Of the remaining two actions, *Nancy Zide v. Sovos Compliance, LLC and Pacific Premier Bank*, Case No. 8:23-cv-01711, filed in the U.S. District Court for the Central District of California, was voluntarily dismissed with prejudice on November 17, 2023. Agreement ¶ 5(c)(v). The other action, *Gorman v. Progress Software Corporation, et al.*, Case No. 3:23-cv-50397, filed in the U.S. District Court for the Northern District of Illinois, was transferred to this district in connection with the *In re MOVEit Customer Data Security Breach Litigation*, MDL No. 3083. Agreement ¶ 5(c)(iv).

On November 28, 2023, the Parties participated in a full-day private mediation before experienced data breach mediator, Bruce Friedman, Esq. of JAMS. Joint Declaration of Class Counsel ¶ 8-9 ("Joint Decl."), attached as **Exhibit B**. Before mediation, Sovos provided Class Counsel with information related to the Data Incident. *Id.* ¶ 8. The Parties did not settle that day, but two days later, Sovos accepted Plaintiff's last, best, and final mediation offer. *Id.* ¶ 9.

On December 2, 2023, Plaintiffs filed a Consolidated Complaint adding additional plaintiffs and alleging a nationwide class and several state subclasses. D.E. 19. Thereafter, on the same date, the Parties filed a Notice of Class-wide Settlement advising the Court that the Parties resolved the Action

on a class-wide basis. D.E. 20. On December 8, 2023, the Parties executed the Agreement. D.E. 25-2 ¶ 12. That same day, Plaintiffs moved for Preliminary Approval. D.E. 25.

The plaintiff in the *Gorman* action initially opposed the Motion for Preliminary Approval and sought to have the entire case transferred into the *MOVEit* MDL. D.E. 28. Plaintiffs opposed that transfer and moved to strike portions of the *Gorman* plaintiff's motion. D.E. 31, 34. Following discussions between Class Counsel, counsel in the *Gorman* action, and counsel in the *MOVEit* MDL, the *Gorman* plaintiff withdrew his opposition and motion to transfer the instant action and the Court denied his motion as moot. D.E. 39, 40. The Court granted Preliminary Approval of the Settlement on February 12, 2024, following a hearing on February 6, 2024. D.E. 42. This Motion follows.

### III. SUMMARY OF THE SETTLEMENT AND BENEFITS

Plaintiffs summarize the relevant terms of the Agreement and the Settlement Class benefits.

#### a. Settlement Class

The Settlement Class consists of:

All living individuals in the United States who were sent a notice by Sovos or by a Sovos Customer indicating that their Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Sovos or a Sovos Customer, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff. D.E. 42 ¶ 1; Agreement ¶ 59. Also, this Court preliminarily certified a California Settlement Subclass, which is comprised of all members of the Settlement Class residing in California. *Id.*

#### b. Settlement Consideration

If approved, the Settlement requires Sovos to create a non-reversionary common \$3,534,128.50 Settlement Fund for the Settlement Class. Agreement ¶ 66. The Settlement provides the following monetary benefits for Settlement Class Members:

##### *Settlement Class Cash Payment A*

- Compensation for unreimbursed out-of-pocket losses of up to \$2,000 per Class member, consisting of out-of-pocket expenses related to the Data Incident (including fees for credit reports, bank fees, phone charges, data charges, postage, gasoline, credit

monitoring, identity theft insurance, and any other documented loss fairly traceable to the Data Incident), Agreement ¶ 71(a);

- Compensation for lost time spent responding to the Data Incident of up to five hours of time spent at a rate of twenty-five dollars (\$25.00) per hour (or \$125.00 in total), Agreement ¶ 71(b); and
- Compensation for extraordinary losses up to a total of \$10,000 if the extraordinary loss is: (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Data Incident; (iii) occurred after the Data Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance, Agreement ¶ 71(c).

#### *Settlement Class Cash Payment B*

- Instead of selecting Cash Payment A, Settlement Class Members may elect to receive a flat payment in the amount of \$150.00, Agreement ¶ 72.

#### *California Statutory Awards*

- In addition to Cash Payment A or Cash Payment B, California Settlement Subclass Members who submit a Valid Claim may also elect to receive the California Statutory Award in the amount of \$100.00, Agreement ¶ 73.

#### *Credit Monitoring*

- In addition to Cash Payment A or Cash Payment B and the California Statutory Claim Payment, if applicable, Settlement Class Members are also eligible to receive up to three years of three-bureau credit monitoring and identity theft protection services, with \$1,000,000 in identity theft insurance coverage, Agreement ¶ 74.

The Settlement Class Cash Payments and California Statutory Awards will be subject to a *pro rata* increase from the Net Settlement Fund if the amount of Valid Claims are insufficient to exhaust the entire Net Settlement Fund. Similarly, if the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of the Cash Payments and California Statutory Awards may be reduced *pro rata*. To calculate the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring and then for Cash Payments and California Statutory Awards. Agreement ¶ 70.

Additionally, Sovos has agreed to injunctive relief and provided evidence of the steps it took to fortify its systems against data incidents. Agreement ¶ 75. Sovos provided Class Counsel with a “Security Attestation” from Kroll Cyber Risk attesting to the security measures Sovos implemented following the Data Incident. *Id.* Sovos bore all costs of any such security measures, and under no

circumstances will such costs be deducted from the Settlement Fund. *Id.*

#### **IV. NOTICE PROGRAM, CLAIMS PROCESS, OPT-OUTS AND OBJECTIONS**

##### **a. Notice Program**

After this Court entered the Preliminary Approval Order, the Settlement Administrator—with the help of the Parties—successfully disseminated Notice to the Settlement Class. Pursuant to the Preliminary Approval Order, Notice was timely and properly sent to 487,991 of the 494,892 Settlement Class members, which equates to a direct notice reach rate of 98.61% of the Settlement Class. Declaration of Settlement Administrator (“Admin. Decl.”) ¶ 16, attached as *Exhibit C*.

Specifically, on March 11, 2024, the Settlement Administrator sent Email Notice to 37,051 Settlement Class members. *Id.* ¶ 10, Ex. C. The following day, the Settlement Administrator also sent Postcard Notice to 457,841 members of the Settlement Class. *Id.* ¶ 11, Ex. D. Thereafter, Settlement Class members for which Email Notices bounced were sent Postcard Notices. *Id.* ¶ 14. Any Postcard Notices returned undeliverable with a USPS forwarding addresses were re-mailed to those addresses. *Id.* ¶ 15. Postcard Notices returned without a forwarding address were subjected to an address verification search for an updated address and were subsequently re-mailed to those addresses. *Id.* In total, only 261 Postcard Notices returned as undeliverable following re-mailing. *Id.* Lastly, Publication Notice was also completed through targeted advertising on the Facebook and Instagram platforms. *Id.* ¶ 12, Ex. G (publication notice). Through such means between March 11, 2024, and May 24, 2024, over 27,600,000 impressions were delivered. *Id.*

Pursuant to the Notice Program, downloadable copies of the Agreement, Preliminary Approval Order, Long Form Notice, and Claim Form were made available to the Settlement Class members on the Settlement Website, [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com). Admin. Decl. ¶ 7. The Settlement Website went live on March 8, 2024, and contains information about the Settlement, including answers to frequently asked questions, Settlement Administrator contact information, and important dates such as the Final Approval Hearing date, Claim Form Deadline, and last day of the Objection Period and Opt-Out Period. *Id.*

On December 28, 2024, the Settlement Administrator established a toll-free hotline that



utilized an interactive voice response system to provide Settlement Class members with responses to frequently asked questions and provides essential Settlement information. Admin. Decl. ¶ 6. As of June 5, 2024, the hotline had received 835 calls, and 367 callers were connected to live operators for assistance. *Id.*

Settlement Administration Costs will be paid from the Settlement Fund. Agreement ¶ 66.

**b. Claims Process**

The timing of the Claims Process was structured to ensure that all Settlement Class members had adequate time to review the terms of the Settlement, compile documents supporting their Claim, and to decide whether to submit a Claim, opt-out of, or object to the Settlement. A Settlement Class Member may submit a Claim even if objecting. The Claims Process is straightforward, and Settlement Class Members are able to submit Claims either through the Settlement Website or by hard copy mailed to the Settlement Administrator. Admin. Decl. ¶ 20. As of June 5, 2024, the Settlement Administrator had received 10,424 Claim Forms: 453 Claim Forms through the mail and 9,971 Claim Forms filed electronically through the Settlement Website. Admin. Decl. ¶ 20. Settlement Class members continue to submit Claim Forms and may do so until July 10, 2024. D.E. 42, ¶ 27. Claim Form submissions are still subject to final audits, including the full assessment of each Claim's validity and a review for duplicate submissions. *Id.* Class Counsel will update the Court at the Final Approval Hearing as to the number of Claims.

**c. Opt-Outs and Objections**

The Objection and Opt-Out Periods end on June 24, 2024. Admin. Decl. ¶ 23; D.E. 42 ¶ 27. As of June 6, 2024, there have been only 13 opt-outs (0.0026% of the Settlement Class) and one single deficient and unfounded *pro se* objection received. Admin. Decl. ¶ 24, Ex. H.

**d. Attorneys' Fees, Costs, and Service Awards**

Pursuant to the Agreement, Plaintiffs request an attorneys' fee award of \$1,177,925.02, which represents 33.33% of the total Settlement Fund, along with reimbursement of reasonable and necessary litigation costs in the amount of \$13,825.99. Agreement ¶ 107; Admin. Decl. Exs. C, D, and E. Plaintiffs also request Service Awards in the amount of \$2,500.00 for each Class Representative

(for a total of \$10,000). *Id.* ¶ 106. The awards will be paid out of the Settlement Fund. Agreement ¶ 107. The Notices sent to Settlement Class members listed the attorneys’ fees and Service Awards, and not a single Settlement Class Member, including the one who lodged a deficient objection, has objected to the amounts sought. Admin Decl. Exs. C-E; D.E. 43.

## V. THE COURT SHOULD FINALLY APPROVE THE SETTLEMENT

### a. The Settlement is Fair, Reasonable, and Adequate.

This Court previously determined it was likely to find the Settlement negotiated by the Parties is fair, reasonable, and adequate under Fed. R. Civ. P. 23, it is within the range of possible approval, and was entered into after arm’s-length negotiations. D.E. 42 ¶ 9. The Court should now finally determine the Settlement is fair, reasonable, and adequate and enter Final Approval.

#### 1. Standard for Final Approval

Across many courts, but particularly in the First Circuit, approval of a class action settlement is a staged process. *See Manual for Complex Litigation* (Fourth) § 21.632 (2015). First, the court determines whether the proposed settlement should be preliminarily approved and notice of the settlement distributed to the proposed settlement class, which this Court has done in this Action when the Preliminary Approval Order (D.E. 42) was entered. Then, after considering any objections received from settlement class members, the court determines whether to grant final approval of the proposed settlement.

The established standard for final approval is whether a proposed settlement is “fair, reasonable, and adequate.” *Jean-Pierre v. J&L Cable TV Servs., Inc.*, 538 F. Supp. 3d 208, 212-13 (D. Mass. 2021) (citing Fed. R. Civ. P. 23(e)(2)). The determination of whether a settlement is fair, reasonable, and adequate should be conducted “within the context of the public policy favoring settlement.” *Hill v. State St. Corp.*, No. 09-12146, U.S. Dist. LEXIS 2166 (D. Mass. Jan. 8, 2015). As such, “[w]here the parties negotiated at arm’s length and conducted sufficient discovery, the district court must presume the settlement is reasonable.” *Robinson v. National Student Clearinghouse*, 14 F.4th 56, 59 (1st Cir. 2021) (internal quotations omitted). Furthermore, “the district court enjoys considerable range in approving or disapproving a class action settlement, given the generality of the

standard and the need to balance [the settlement’s] benefits and costs.” *Id.* (internal quotations omitted).

Federal Rule of Civil Procedure 23(e)(2), sets forth the following factors the court must consider in determining if the class action settlement is fair, reasonable, and adequate:

(A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other.

*See Jean-Pierre*, 538 F. Supp. 3d at 212–13. Considering these factors, the terms of this Settlement warrant Final Approval.

## 2. The Presumption in Favor of Reasonableness Applies Here

Here, the presumption in favor of reasonableness should apply. The instant Settlement was the product of arm’s-length negotiations, whereby after a full-day mediation before an experienced mediator, the Parties had not yet reached resolution, and only reached a final agreement two days later after Plaintiffs made their best, last, and final offer. Joint Decl. ¶ 9; D.E. 25-2 ¶ 7. Before mediation, the Parties exchanged information related to the categories of Private Information impacted by the Data Incident, which showed, *inter alia*, that the threat actor responsible for the Data Incident had confirmed to Sovos that all the data impacted in the Data Incident had been deleted. *Id.* ¶ 8; Agreement ¶ 7(a). As such, the Settlement is clearly the product of serious, informed, non-collusive negotiations between the Parties. D.E. 25-2 ¶ 19; *see also Robinson*, 14 F.4th at 59 (holding where the parties engaged in pre-mediation discovery and then mediated a settlement shortly after filing the action, the district court did not abuse its discretion in approving the settlement); *see also Carter v. Vivendi Ticketing United States LLC*, No. SACV 22-01981-CJC (DFMx), 2023 U.S. Dist. LEXIS 210744, at \*15 (C.D. Cal. Oct. 30, 2023) (approving mediated settlement in data breach case reached after informal discovery, collection of publicly available information, and where the “litigation had not progressed far”).

In reaching this resolution, settlement Class Counsel was also able to utilize their significant

experience in class action litigation and having negotiated hundreds of class action settlements – including dozens of complex data breach settlements. Joint Decl. ¶ 10 and Exs. 1-2 thereto. Through its investigation and past experience, settlement Class Counsel was able to fully evaluate whether “Plaintiffs’ claims would be dismissed before trial, the amount Plaintiffs might receive at trial, the number and novelty of the complex issues, the risk that Plaintiffs would receive less than the Settlement Relief or take nothing, and the risk of a reversal of any judgment in favor of the Plaintiffs.” *In re Prudential Ins. Co. of Am. SGLI/VGLI Contract Litig.*, No. 11-md-02208-MAP, 2014 U.S. Dist. LEXIS 170100, at \*11 (D. Mass. Dec. 9, 2024); *Carter*, 2023 U.S. Dist. LEXIS 210744 at \*15 (“With all that information, the parties were able to realistically value the scope of Defendant’s potential liability and assess the costs, risks, and delay of continuing to litigate.”).

### 3. The Relief Obtained is More than Fair, Reasonable, and Adequate

Plaintiffs and settlement Class Counsel obtained a strong result for the Settlement Class. Joint Decl. ¶ 17. The instant \$3,534,128.50 non-reversionary all cash common Settlement Fund for a class with 494,892 members is in line with or exceeds other settlements in cases involving data breaches. *Id.* An effective way to compare data breach settlements is by dividing the common fund amount by the number of class members. *See, e.g., In re Experian Data Breach Litig.*, No. SACV 15-01592 AG (DMFx), 2019 U.S. Dist. LEXIS 81243, at \*25 (C.D. Cal. May 10, 2019) (noting settlement provided a \$1.47 payout per person, “which compares favorably to other approved data breach settlements” and collecting cases showing same). Here this Settlement returned \$7.14 per person.<sup>2</sup> Joint Decl. ¶17. The below chart shows a number of recently approved data breach settlements from around the country, which shows how the instant Settlement compares very favorably to other similar common fund data breach settlements.

---

<sup>2</sup> To be clear, given claims rates of between 1% and 3% on average for data breach cases, the actual amounts Claimants receive greatly exceeds the per person calculation providing a useful benchmark when comparing cases.

| Case Name   | Case Number                         | Amount      | Class Size | Per Person |
|---|-------------------------------------|-------------|------------|------------|
| <i>Reynolds v. Marymount Manhattan College</i>              | 1:22-cv-06846 (S.D.N.Y.)            | \$1,300,000 | 191,752    | \$6.78     |
| <i>Garcia, et al. v. Washington Department of Licensing</i> | 22-2-05635-5 SEA (Super. Ct. Wash.) | \$3,600,000 | 545,901    | \$6.59     |
| <i>Thomsen, et al. v. Morley Companies Inc.</i>             | 1:22-CV-10271-TLL-PTM (E.D. Mich.)  | \$4,300,000 | 694,679    | \$6.19     |
| <i>In re: Blackhawk Network Data Breach Litigation</i>      | 22-cv-07084 (N.D. Cal.)             | \$985,000   | 165,727    | \$5.90     |
| <i>Kesner, et al. v. UMass Memorial Health Care Inc.</i>    | 2185 CV 01210 (Super. Ct. Mass.)    | \$1,200,000 | 209,047    | \$5.74     |
| <i>Nelson v. Bansley &amp; Kiener, L.L.P</i>                | 2021CH06274 (Cir. Ct. Ill.)         | \$900,000   | 274,115    | \$3.28     |
| <i>Cheryl Gaston, et al. v. FabFitFun Inc.</i>              | 2:20-cv-09534-RGK-E (C.D. Cal.)     | \$625,000   | 441,160    | \$1.41     |

Furthermore, the Settlement will provide real monetary benefits to over 10,000 Settlement Class Members who have already submitted Claims, (Admin. Decl. ¶ 20), including: (1) compensation for costs incurred and lost time responding to the Data Incident payable at \$25.00 per hour, or a flat cash payment of \$150.00; (2) the ability to elect up to three years of credit monitoring (or one year if a Settlement Class Member already elected to receive two years of credit monitoring from Sovos pursuant to the Data Incident notice letter); and (3) a \$100.00 payment for members of the California Settlement Sub-Class Members who submit a Valid Claim. Agreement ¶¶ 70-74.

As outlined in the Motion for Preliminary Approval, Plaintiffs faced significant risks and costs should they have continued to litigate the Action. First, there was a risk the Court would not certify a class. Joint Decl. ¶ 18. “Data breach cases . . . are particularly risky, expensive and complex” due at least in part to the cutting-edge, innovative nature of data breach litigation and the rapidly evolving law. *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415- CMA-SKC, 2019 WL 6972701, at \*1 (D. Colo. Dec. 16, 2019); *see also In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 17-MD-2800, 2020 WL 256132, \*15 (N.D. Ga. Mar. 17, 2020) (in data breach “[t]he law . . . remains uncertain and the applicable legal principles have continued to evolve”). For these reasons, data breach cases like this one generally face substantial class certification hurdles. *See, e.g., In re Blackbaud, Inc., Customer Data Breach Litigation*, No. 3:20-mn-02972-JFA, 2024 WL 21555221 (D.S.C. May 14, 2024) (denying class

certification in a data breach action after concluding proposed class and sub-classes were not ascertainable); *In re TJX Cos. Retail Sec. Breach Litig.*, 246 F.R.D. 389 (D. Mass. 2007) (denying class certification in cybersecurity incident class action litigation). Maintaining class certification is often an equally challenging hurdle. *See e.g., Marriott Int'l Inc. Customer Data Sec. Breach Litig.*, 78 F.4th 677 (4th Cir. Aug. 18, 2023) (decertifying classes).

Second, there was a risk Plaintiffs' claims would not have survived, or survived in full, on a class-wide basis after a motion to dismiss, motion for summary judgment, and/or *Daubert* motions on damages methodologies, among other motions. Joint Decl. ¶ 19. To the extent the law has gradually accepted this relatively new type of litigation, the path to a class-wide monetary judgment remains unpaved, particularly in the area of damages. *See, e.g., Southern Independent Bank v. Fred's, Inc.*, No. 2:15-CV-799-WKW, 2019 WL 1179396, at \*8 (M.D. Ala. Mar. 13, 2019) (ruling under *Daubert* that causation not satisfied for class certification purposes in data breach action). Indeed, the damages methodologies, while theoretically sound in Plaintiffs' view, remain untested in a disputed class certification setting and unproven in front of a jury. In the instant matter, these concerns were particularly heightened by the fact that Sovos maintains the threat actor represented it deleted the stolen data, meaning the risk of future harm to Plaintiffs and the Settlement Class may have been significantly reduced when compared to other data breach actions. *Id.* ¶ 20.

Third, time was not on the Settlement Class members' side. While the Parties would be litigating the foregoing issues, potentially for years to come, Settlement Class members would have been exposed to the ongoing risk of identity theft without the protection of credit monitoring offered by the instant Settlement. Thus, a reasonable settlement is more practical than facing the risks of no recovery at all after years of litigation. *Id.* ¶ 21.

In contrast to the risk, cost, and delay posed by proceeding to trial, if it is approved, the Settlement will provide certain, substantial, and immediate relief to the Settlement Class. *Id.* ¶ 22. It ensures that Settlement Class Members with Valid Claims will receive guaranteed compensation now, provides Settlement Class Members with access to valuable and useful Credit Monitoring services and other benefits that may not have been available at trial, and regarding security measures to protect

Settlement Class Member's data that may remain with the company. *Id.* Based on the foregoing, it is settlement Class Counsel's well-informed opinion that, given the uncertainty and further substantial risk and expense of pursuing the Action through contested class certification proceedings, trial and appeal, the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. *Id.* Plaintiffs likewise believe the Settlement is favorable to their fellow Settlement Class members. Accordingly, the substantial costs, risk, and delay of a trial and appeal support a finding that the proposed Settlement is adequate. *Id.*

Finally, the Settlement has received a positive reception from the Settlement Class. The 10,424 claim forms submitted thus far represent a 2.1% claims rate. Admin Decl. ¶ 20. This is on par with or exceeds the claims rates seen in most data breach class actions. *See, e.g., In re Wawa, Inc. Data Sec. Litig.*, No. 19-6019, 2024 U.S. Dist. LEXIS 65200 (E.D. Pa. Apr. 9, 2024) (2.56% claims rate "actually compares favorably to the claims rates in other data breach class actions"); *Carter*, 2023 U.S. Dist. LEXIS 210744 at \*15 (1.6% claims rate "is in line with claims rates in other data breach class action settlements" and collecting cases with claims rates between 0.83% and "about two percent"); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018) (1.8% claims rate reflects a positive reaction by the class). As such, the claims rate should be seen as a favorable sign that the Settlement Class approves of this Settlement.

Likewise, out of 494,892 Settlement Class Members, only one lodged an objection to the Settlement so far, and just 13 members opted-out. Admin. Decl. ¶ 24. As described in detail below, the objection is deficient and, even if it complied with the Settlement's and the Court's objection requirements, it is without merit. A single objection out of over 490,000 class members and the limited number of opt-outs clearly demonstrates the Settlement has overall received a very positive reception by the Settlement Class. The almost unanimous support for this Settlement reaffirms the Court's preliminary conclusion that the Settlement is fair, reasonable and adequate.

## **VI. The Lone Objection is Deficient and Without Merit and Should be Overruled**

As discussed hereinabove, the proper standard for approval of the proposed Settlement is whether it is fair, reasonable, adequate, and free from collusion, *Jean-Pierre*, 538 F. Supp. 3d at 212-213



(citing Fed. R. Civ. P. 23(e)(2)), not whether the Settlement Class could have received a better deal in exchange for the release of their claims. Certainly, “[a] settlement need not reimburse 100% of the estimated damages to class members in order to be fair.” *In re Celexa*, No. 09-2067-NMG, 2014 U.S. Dist. LEXIS 125041, at \*5 (D. Mass. Sept. 8, 2014); *see also Gulbankian v. MW Mfrs., Inc.*, No. 10-10392, 2014 U.S. Dist. LEXIS 177668 (D. Mass. Dec. 29, 2014) (“Indeed, the court should not use the highest award the plaintiffs could have received after full and successful litigation on the claim as a benchmark.”). The sole objection, filed by David Green, merely demands greater compensation, as well as identity monitoring “through victim death[,]” and should be overruled. He was free to opt-out of the Settlement if he thought it was lacking.

As noted herein, there is overwhelming support for this Settlement from the Settlement Class, with Mr. Green standing alone as the sole objector. Mr. Green filed his objection *pro se* on May 13, 2024. D.E. 43. However, in filing the objection he failed to comply with the mandatory objection procedure set forth in the Agreement and required by the Court. D.E. 42 ¶ 17. Among other things, Mr. Green failed to sign the Objection. *Id.* ¶ 17(j). He also failed to list the number of times he has objected. *Id.* ¶ 17(e). His Objection also does not state whether he will attend the hearing. *Id.* ¶ 17(i). For these reasons alone, Mr. Green’s Objection is invalid and should be overruled. In addition to the deficiencies above, Mr. Green makes six statements none of which actually articulate a reason to deny Final Approval.

a. **“No closure of liability.”** This statement is fatally vague. While true that, to the extent Mr. Green’s data was impacted, and that data “does not expire[,]” the Settlement relief from the injunctive relief and compensation he may claim will provide him meaningful protection for years into the future. Mr. Green also implies, without factual or legal support, that justice is not being met through the Settlement. Not so. Even though all settlements are by their nature compromises, for the reasons stated above, the Settlement is fair, reasonable, adequate, and free from collusion and is, accordingly, justice is being done.

b. **“No evidence of victim protection.”** Mr. Green incorrectly assumes Sovos will directly provide the identity monitoring services available in the Settlement, and that such an offering



“constitutes a conflict of interest.” Objection at p. 1 (“We know that SOVOS cannot be trusted with their offering of ‘Identity monitoring services.’”). However, the monitoring will be provided by a third party monitoring service, eliminating any conflict of interest Mr. Green fears, and Sovos will not possess or control any data Settlement Class Members provide to obtain Credit Monitoring services.

c. **“Independent 3<sup>rd</sup> Party Protection for Life for Each Victim.”** Mr. Green’s request for lifetime identity theft protection could not reasonably be obtained in this Action. He misunderstands the Settlement by claiming it does not provide for independent third-party identity monitoring services. The credit monitoring here will be provided by a third party who is a qualified provider of such services and who provides such services regularly as part of its business. The identity monitoring services will include (i) real time monitoring of the credit file at all three bureaus; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) identity theft insurance (no deductible); and (v) access to fraud resolution agents to help investigate and resolve instances of identity theft.

d. **“Vulnerable Code Creates Victims.”** Mr. Green takes issue with the Sovos and “MOVEit” data security practices and raises questions of liability applicable to both Sovos and Progress Software Corporation (“Progress”), the provider of the MOVEit secure file-transfer application Sovos used at the time of the Data Breach. However, such questions defeat the purpose of this Settlement, which is to resolve all Sovos’ liability by providing meaningful Settlement Class relief in exchange for Releases by those who choose to remain in the Settlement. Further, additional discovery is not necessary here, where Plaintiffs already engaged in substantial confirmatory discovery, resulting in the arm’s-length negotiations that culminated in the proposed Settlement. *See In re Luipron® Mktg. & Sales Practices Litig.*, No. 01-10861-RGS, 2005 U.S. Dist. LEXIS 4039, \*6 (D. Mass. Mar. 16, 2005) (“Class members who object to a class action settlement do not have an absolute right to discovery[.]”). Moreover, the Settlement’s release does not extend to any claims that the Settlement Class may have against Progress. Progress’ liability is not before this Court, and it will be litigated and ultimately decided in *In re: MOVEit Customer Data Security Incident Litigation*, MDL No. 1:23-md-03083-ADB.

e. **“Failure to Disclose.”** Mr. Green lists several questions specifically directed at Sovos regarding its disclosure of the Data Incident, the answers to which have no impact on whether the Settlement is fair, reasonable, adequate, and free from collusion. Mr. Green’s unreasonable petition for “additional fines and penalties” against Sovos based on a supposed delay in notification should also be overruled. Beyond the fact that Mr. Green does not identify under what statute or theory of liability such “additional find and penalties” would be justified, the Settlement already requires Sovos to pay a substantial sum to resolve the claims against it.

f. **“Vulnerability and Client Banking.”** Once again, Mr. Green raises questions directed at Sovos alleging an unsubstantiated question regarding client notification from his bank surrounding the Data Incident. Mr. Green does not explain how an additional notification from his bank would have changed anything. He again makes an unsupported petition to the Court to level “additional fines and penalties” against Sovos, but he provides no valid justification or basis to do so.

In sum, Mr. Green’s Objection reads more like a request to be excluded from the Settlement. Indeed, the objection is lacking in any well-articulated reasoning whatsoever as to why the Settlement is not fair, reasonable, and adequate. As such, it should be overruled.

## VII. The Court Should Certify the Proposed Settlement Class

Settlement classes are routinely certified in data breach cases.<sup>3</sup> There is nothing unique about this Action that would counsel otherwise. This Court already found when it preliminarily approved the Settlement that it would “likely certify at the Final Approval stage a Settlement Class.” D.E. 42 ¶ 4. Nothing has changed relative to the Rule 23 factors since Preliminary Approval. For the purposes of Settlement, the Settlement Class still satisfies numerosity and commonality, and Plaintiffs meet the requirements for typicality and adequacy. D.E. 25 at 16-18 (providing a detailed analysis of how the

---

<sup>3</sup> See, e.g., *Abubaker v. Dominion Dental USA, Inc.*, No. 1:19-cv-01050, 2021 U.S. Dist. LEXIS 252202 (E.D. Va. Nov. 19, 2021); *Hutton v. Nat’l Bd. of Examiners in Optometry, Inc.*, No. 1:16-cv-03025, 2019 U.S. Dist. LEXIS 120558 (D. Md. July 15, 2019); *In re Equifax Inc. Customer Data Security Breach Litig.*, 1:17-md-2800-TWT, 2020 WL 256132 (N.D. Ga. March 17, 2020), *aff’d in relevant part* 999 F.3d 1247 (11th Cir. 2021), *cert. denied sub nom. Huang v. Spector*, 142 S. Ct. 431 (2021), and *cert denied sub nom. Watkins v. Spector*, 142 S. Ct. 765 (2022); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299 (N.D. Cal. 2018); *In re Marriott Int’l, Inc., Customer Data Sec. Breach Litig.*, 341 F.R.D. 128, 172-74 (D. Md. 2022) (certifying certain statewide classes; Rule 23(f) appeal granted).

instant Settlement Class satisfies the requirements of Rule 23(a). In addition, common issues predominate, and a class action settlement is the superior means by which to resolve class member claims. *Id.* at 18 (discussing how the instant Settlement Class meets the requirements of Rule 23(b)(3)). Moreover, settlement Class Counsel have decades of combined experience vigorously litigating class actions, are well suited to advocate on behalf of the Settlement Class, and as the foregoing section shows a strong result was obtained for the Settlement Class. *See* Joint Decl., Exs. 1-2. For these reasons, the Court should finally certify the Settlement Class for settlement purposes, finally appoint Plaintiffs as settlement Class Representatives, and finally approve settlement Class Counsel's position.

### **VIII. Notice to the Settlement Class Complied with Due Process and Rule 23**

The Court previously approved the Notice Program and found it satisfied all requirements of due process and Rule 23. *See, e.g.*, Federal Judicial Center, "Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide" (2010) (recognizing the effectiveness of notice that reaches between 70 and 95 percent of the class). The Notice Program, which provided the best notice practicable under the circumstances, has been successfully implemented and reached approximately 98.61% percent of the Settlement Class. *See* Admin Decl. ¶¶ 16, 18 ("It is my professional opinion that the Notice Plan implemented here was the best notice practicable under the circumstances"). The Settlement Website allowed visitors to download the Long Form Notice, the Claim Form, and Court documents such as the Complaint and full Agreement, as well as allowing them to submit Claims and address updates electronically, find answers to frequently asked questions, view important dates and deadlines, and contact the Settlement Administrator. *Id.* ¶ 7. The fact that the Settlement Website received over 9,900 claims shows its effectiveness.

### **IX. APPLICATION FOR ATTORNEYS' FEES, COSTS AND SERVICE AWARDS**

#### **a. The Requested Attorneys' Fees Award is Fair and Reasonable**

When awarding attorneys' fees, the First Circuit follows the common fund doctrine. "Under that doctrine, 'attorneys whose efforts lead to the creation of a fund for the benefit of the class are 'entitled to a reasonable attorney's fee from the fund as a whole.'" *In re Neurontin Mktg. & Sales Pract. Litig.*, 58 F. Supp. 3d 167, 170 (D. Mass. 2014) (quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478,

100 S. Ct. 745, 62 L. Ed. 2d 676 (1980)); *Bezdek v. Vibram USA Inc.*, 79 F. Supp. 3d 324, 349 (D. Mass. 2015) (“Attorneys in a certified class action may be awarded reasonable fees and costs.”). In contingent fee cases such as this, the “percentage of the fund” approach is appropriate because it is easy to administer, reduces the possibilities of collateral disputes, enhances judicial efficiency, is less taxing on judicial resources, and “better approximates the workings of the marketplace.” *In re Thirteen Appeals Arising out of the San Juan Dupont Plaza Hotel Fire Litig.*, 56 F.3d 295, 307 (1st Cir. 1995) (approving the percentage of fund approach as an acceptable method and recognizing “that use of the [percentage of fund] method in common fund cases is the prevailing praxis [with] . . . distinct advantages”); *see also Carlson v. Target Enter.*, 447 F. Supp. 3d 1, 3 (D. Mass. Mar. 23, 2020) (“In the First Circuit, the percentage of fund methodology, . . . is favored and appropriate in common fund cases.”).

Here, Plaintiffs seek Court approval of settlement Class Counsel attorneys’ fees of 33.33% of the cash Settlement Fund, which equals \$1,177,925.02. Plaintiffs also seek reimbursement of litigation costs totaling \$13,541.16. Joint Decl. ¶ 40. This request is within the range of attorneys’ fee requests that have been approved in this judicial district. *See Meaden et al. v. Harborone Bank*, Case No. 1:23-cv-10467-AK (D. Mass. Nov. 14, 2023) (“33.33% of the Settlement Fund is fair and reasonable in light of the nature of this case”); *Fiorentino v. Flosports, Inc.*, Case No. 1:22-cv-11502 (D. Mass. March 5, 2024) (awarding one-third of the settlement fund); *Klein, et al. v. Bain Capital Partners, LLC, et al.*, 07-cv-12388-WGY (D. Mass. Feb. 2, 2015) (awarding 33.33% of settlement fund); *In re Relafen Antitrust Litig.*, 231 F.R.D. 52, 77-82 (D. Mass. Sept. 28, 2005) (same); *In re Solodyn Antitrust Litig.*, No. 14-md-2503, 2018 U.S. Dist. LEXIS 244677, at \*11 (D. Mass. July 18, 2018) (same); *In re Asacol Antitrust Litig.*, No. 1:15-CV-12730-DJC, 2017 U.S. Dist. LEXIS 221904, at \*18 (D. Mass. Dec. 7, 2017) (same); *In re Prograf Antitrust Litig.*, No. 1:11-MD-02242-RWZ, 2015 U.S. Dist. LEXIS 199792, 2015 WL 13908415, at \*13-14 (D. Mass. May 20, 2015) (same); *see also Bacchi v. Mass. Mut. Life Ins. Co.*, 2017 U.S. Dist. LEXIS 184926, at \*10 (D. Mass. Nov. 8, 2017) (“Although the First Circuit has not set a presumptive benchmark for percentage of fund awards, other courts in the Circuit have noted that such benchmark has been between twenty to thirty-five percent.”); *In re Neurontin Mktg. & Sales Practices Litig.*, 58 F. Supp. 3d 167, 172 (D. Mass. Nov. 10, 2014) (“[N]early two-thirds of class action fee awards based on

the percentage method were between 25% and 35% of the common fund.”).

In the Preliminary Approval Order, the Court already found Plaintiffs’ intention to seek no more than 33.33% of the Settlement Fund in attorneys’ fees as reasonable. D.E. 42 at 9 (“The Court hereby preliminarily approves the Settlement, as embodied in the Agreement, as being fair, reasonable, and adequate, and in the best interest of the named Plaintiffs and the Settlement Class. . . .”). The Court’s determination that “the Settlement is fair, reasonable, and adequate” includes Plaintiffs’ intention to seek 33.33% for attorney’s fees. *Id.* As Plaintiffs demonstrate below, settlement Class Counsel’s request is reasonable.

**b. The Relevant Factors Considered by Courts in this Circuit Support the Requested Fees Award**

When determining the reasonableness of attorneys’ fees, courts in this District generally consider “the size of the fund and number of persons benefitting from it; the skill, experience, and efficiency of class counsel; the complexity of the litigation and its duration; the risks involved with the litigation; the amount of time spent on the case by class counsel; awards in comparable cases; and public policy considerations.” *Mongue v. Wheatleigh Corp.*, No. 3:18-cv-30095-KAR, 2024 U.S. Dist. LEXIS 69928, at \*13 (D. Mass. Apr. 16, 2024). Settlement Class Counsel employs those factors, and as shown below, they supports the requested 33.33% fee as fair and reasonable.

**1. Size of the Fund and the Number of Class Members Benefitted**

Class Counsel secured a favorable \$3,534,128.50 non-reversionary all cash common fund. This amount equates to \$7.14 per Settlement Class member, a number that as shown above meets or exceeds the results achieved in other recent data breach settlements.

In addition to the fund size, when looking at the quality of settlement Class Counsel’s representation courts typically find the absence or near absence of objections from the class to the attorneys’ fees request supports the reasonableness of those fees. *See Beždek*, 79 F. Supp. 3d at 347 (observing the “overwhelmingly positive” reaction of the class, which yielded only 23 opt-outs and 3 objections); *In re Puerto Rico Cabotage Antitrust Litig.*, 815 F. Supp. 2d 448, 473 (D. P.R. Sept. 13, 2011) (“Three objections, with none of the three challenging the amount of the Settlements, out of a

potential Class of 61,854, certainly weighs in favor of approval.”); *Maley v. Del Global Techs. Corp.*, 186 F. Supp. 2d 358, 374 (S.D.N.Y. 2002) (“The reaction by members of the Class is entitled to great weight by the Court.”). Here the single objection made no mention of settlement Class Counsel’s requested fee. D.E. 43. Moreover, the small handful of opt-outs demonstrates the Settlement Class is pleased with the Settlement and takes no issue with settlement Class Counsel receiving 33.33% of the Settlement Fund. While the Objection and Opt-Out Deadlines have not yet passed, the Settlement Class’ reception thus far strongly suggests their approval of the Settlement and the proposed attorneys’ fee award.

## **2. Settlement Class Counsel’s Skill, Expertise, and Efficiency**

In evaluating the skill and efficiency of class counsel, courts determine whether counsel, “had a sufficient understanding of the merits of the case in order to engage in informed negotiations, particularly where plaintiffs’ counsel are skilled and experienced in consumer class action litigation[.]” *Bezdek*, 79 F. Supp. 3d at 348, *aff’d*, 809 F.3d 78 (1st Cir. 2015). Indeed, settlement Class Counsel’s skill and experience in complex class action litigation weigh in favor of the requested attorneys’ fee award. Settlement Class Counsel’s background and the background of the supporting attorneys and staff of Siri & Glimstad LLP and Kopelowitz Ostrow P.A. demonstrate that settlement Class Counsel is experienced in the highly specialized field of class action litigation – particularly data breach class action litigation – and are well-credentialed and equal to the difficult and novel tasks at hand. Joint Decl. ¶¶ 2, 10, and Exs. 1-2 thereto (listing qualifications of settlement Class Counsel). Settlement Class Counsel’s attorneys’ fee request is commensurate with that experience, which was leveraged here to procure the Settlement via early resolution of the Action.

## **3. Complexity and Duration of the Litigation**

Even though settlement Class Counsel is confident Plaintiffs’ claims would prevail at trial, as discussed above, they anticipated facing several challenges in prosecuting this action, which anticipation led, in part, to the negotiations that culminated in this Settlement. Joint Decl. ¶¶ 18-20. “Historically, data breach cases have had great difficulty in moving past the pleadings stage and receiving class certification.” *Pfeiffer v. Radnet, Inc.*, 2022 U.S. Dist. 125933, at \*6-7 (C.D. Cal. Feb. 15,

2022). As a result, Settlement Class Members may never have secured relief, financial or otherwise, absent this Settlement. Without reaching a swift settlement, Plaintiffs would have otherwise endured lengthy, expensive, and arduous litigation, during which they would still be exposed to the risk of identity theft. Accordingly, the requested attorneys' fee award considers the novelty and complex nature of data breach class action cases, and appropriately compensates settlement Class Counsel's ability to resolve this matter efficiently while recovering the maximum amount available to the Settlement Class in a timely manner.

#### 4. Contingency and Risky Nature of Litigation

The uncertain nature of contingency fees requires counsel to assume more risk than in cases where compensation is based on billable hours. The risk involved in prosecuting a class action is an important consideration in determining an appropriate attorneys' fee award and is intended to recognize that cases taken on a contingent fee basis entail risk of non-payment for the attorneys who prosecute them. This factor also embodies an assumption that contingency work is entitled to greater compensation than non-contingency work. *In re Lupron Mktg. & Sales Practices Litig.*, No. 01-CV-10861-RGS, 2005 U.S. Dist. LEXIS 17456, at \*15 (D. Mass. Aug. 17, 2005). (“[m]any cases recognize that the risk assumed by an attorney is perhaps the foremost factor in determining an appropriate fee award”).

Here, settlement Class Counsel undertook this Action on a purely contingent basis, with no assurance of recovery of costs or compensation for their time. Joint Decl. ¶ 26. As such, they assumed significant risk of nonpayment or underpayment. *Id.* Furthermore, the attorneys involved have foregone the ability to devote time to other cases and advanced their own funds to prosecute the Action, all at the substantial risk it would yield no (or very little) recovery and leave them uncompensated for their time and out-of-pocket costs. *Id.* Despite these substantial risks, settlement Class Counsel remained steadfast and chose to represent Plaintiffs on contingency. *See Pfeiffer*, 2022 U.S. Dist. 125933, at \*7 (“Because Class Counsel took this case on a contingency basis in a risky and still-developing area of law, this factor weighs in favor of the proposed attorneys' fee award.”); *see also Brulee v. Dal Global Servs., LLC*, No. CV 17-6433, 2018 U.S. Dist. LEXIS 211269, at \*28 (C.D. Cal.



Dec. 13, 2018) (“Attorneys are entitled to a larger fee award when their compensation is contingent in nature”). Because settlement Class Counsel invested substantial time, effort, and resources into the litigation of this risky and uncertain case with no guarantee or promise of return on their investment, such a risk warrants an appropriate fee. *George v. Acad. Mortg. Corp.*, 369 F. Supp. 3d 1356, 1380 (N.D. Ga. Mar. 20, 2019) (“a contingency fee arrangement often justifies an increase in the award of attorney’s fees.”).

### 5. Class Counsel’s Time and Lodestar are Reasonable

Class Counsel devoted a significant amount of time to prosecuting Plaintiffs’ claims efficiently and effectively to ensure that the best possible outcome for the Settlement Class could be achieved. As a result, Settlement Class Counsel’s lodestar is reasonable. Joint Decl. ¶ 28. Settlement Class Counsel have invested a total of 452.70 hours in the litigation thus far, which is appropriate for this type of class action. *Id.* ¶ 29. This time included investigating and bringing the case upon the announcement thereof; drafting the initial complaint and motion to consolidate relate cases and appoint interim co-lead counsel; drafting the consolidated complaint; conducting informal discovery; preparing for and attending mediation; negotiating a complex Agreement; moving for and successfully obtaining Preliminary Approval; working in concert with the Settlement Administrator; monitoring the Notice Program and claims administration; and preparing this Motion. *Id.* Based on Siri & Glimstad LLP’s and Kopelowitz Ostrow P.A.’s hourly rates, Settlement Class Counsel’s current lodestar is \$312,163.00, meaning a lodestar multiplier of 3.77 supports the requested attorneys’ fee award. *Id.* ¶ 30. *See, e.g., Mooney v. Domino’s Pizza, Inc.*, 2018 U.S. Dist. LEXIS 232959 (D. Mass. Jan. 23, 2018) (approving 4.77 lodestar multiplier); *Gordan v. Mass. Mut. Life. Ins. Co.*, 2016 U.S. Dist. LEXIS 195935 (D. Mass. Nov. 3, 2016) (approving 3.66 lodestar multiplier); *New England Carpenters Health Ben. Fund, et al. v. First Databank, Inc.*, 2009 U.S. Dist. LEXIS 68419 (D. Mass. Aug. 3, 2009) (approving 8.3 lodestar multiplier).

Settlement Class Counsel will spend additional time going forward preparing for, and appearing at, the Final Approval Hearing, overseeing the final weeks of the Claims Process, and handling all post-Settlement approval issues. Joint Decl. ¶ 39. Based on prior experience, settlement



Class Counsel anticipate an additional 40 hours will be invested in this Action. *Id.* Therefore, this Court should “defer to the winning lawyer’s professional judgment as to how much time he was required to spend on the case” and find settlement Class Counsel’s lodestar is reasonable and supports an appropriate valuation of the time spent. *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008); *see also Rodriguez v. County of L.A.*, 96 F. Supp. 3d 1012, 1024 (C.D. Cal. Dec. 26, 2014) (“Courts generally accept the reasonableness of hours supported by declarations of counsel.”).

### 6. Awards in Similar Cases

Federal district courts across the country award similar attorneys’ fees in data breach class actions involving non-reversionary all cash settlement funds. *See, e.g., Kond, et al. v. Creative Services, Inc.*, No. 1:22-cv-10438-DJC, (D. Mass. Sept. 7, 2023) (approving one-third of the settlement fund); *Ford v. Takeda Pharms. U.S.A., Inc.*, No. 1:21-cv-10090-WGY, 2023 U.S. Dist. LEXIS 93286, at \*8 (D. Mass. Mar. 31, 2023) (same); *Abrams, et al. v. The Savannah College of Art and Design Inc.*, No. 1:22-cv-04297-LMM, (N.D. Ga. Sept. 19, 2023) (same); *Phelps, et al. v. Toyotetsu North America*, No. 6:22-cv-00106-CHB-HA (E.D. Ken. Oct. 24, 2023) (same); *In re: Forefront Data Breach Litigation*, Case No. 1:21-cv-000887-LA, (E.D. Wis. Mar. 22, 2023) (same); *Davidson v. Healthgrades Operating Company, Inc.*, Case No. 1:21-cv-01250-RBJ, (D. Colo. Aug. 22, 2022) (same). Indeed, “[c]ourts routinely hold that one-third of a common fund is an appropriate attorneys’ fees award in [a] class action settlement[.]” *Koszyk v. Country Fin.*, No. 16-cv-3571, 2016 U.S. Dist. LEXIS 126893, at \*10 (N.D. Ill. Sept. 16, 2016). As the case law from this District and other federal courts cited above demonstrate, the 33.33% requested attorneys’ fee award sought here is squarely in line with other awards approved in this District and other data breach cases across the country.

### 7. Public Policy Considerations

Public policy considerations support awarding settlement Class Counsel the requested attorneys’ fee award. There is a “significant societal interest in obtaining redress” and in holding defendants accountable through class action litigation. *In re Lupron*, 2005 U.S. Dist. LEXIS 17456, at \*23. Indeed, lawsuits that curtail violative conduct on a widespread basis provide a valuable service in safeguarding “the welfare of the general public.” *In re Neurontin Mktg.*, 58 F. Supp. 3d at 171. Here, the

Settlement serves an important public policy concern by protecting consumers' interests in the privacy and confidentiality of their personal information and by causing Sovos to confirm its procedures for protecting these interests. Accordingly, compensating settlement Class Counsel appropriately for prosecuting this action serves this important policy goal.

Thus, settlement Class Counsel respectfully requests the Court award \$1,177,925.02.

**c. Class Counsel's Costs are Reasonable and Should Be Reimbursed**

"Lawyers who recover a common fund for a class are entitled to reimbursement of litigation expenses that were reasonably and necessarily incurred in connection with the litigation." *Ford v. Takeda Pharms. U.S.A., Inc.*, No. 1:21-cv-10090-WGY, 2023 U.S. Dist. LEXIS 93286, at \*7-8 (D. Mass. Mar. 31, 2023) (quoting *Hill v. State St. Corp.*, No. 09-12146, 2014 U.S. Dist. LEXIS 179702, at \*53 (D. Mass. Nov. 26, 2014). To be recoverable, the costs must be "adequately documented and reasonably and appropriately incurred in the prosecution of the class action." *In re Safety Components, Inc. Sec. Litig.*, 166 F. Supp. 2d 72, 108 (D. N.J. Sept. 27, 2001).

Here, settlement Class Counsel incurred \$13,825.99 in litigation costs that were necessary and incidental to the representation of the Class. Joint Decl. ¶ 43 These well-documented costs include the various court filing fees, service costs, legal research, mediator's costs, and travel costs. These costs were modest, reasonable, and necessary for the prosecution of the case. *See, e.g., Hill*, 2014 U.S. Dist. LEXIS 179702, at \*53-54 (reimbursing litigation costs for court fees, legal research, and experts).

**d. The Requested Service Awards Should Be Approved**

Finally, the settlement Class Representatives respectfully request approval of Service Awards in the amount of \$2,500.00 for each of them. These awards recognize the burdens assumed by Plaintiffs in instituting the actions, spending time communicating with settlement Class Counsel, fulfilling litigation responsibilities, and taking on the risks inherent with publicly attaching themselves to the lawsuit. *See, e.g., In re Relafen*, 231 F.R.D. at 82 ("Because a named plaintiff is an essential ingredient of any class action, an incentive award can be appropriate to encourage or induce an individual to participate in the suit.") (citation omitted); *In re Lupron*, 2005 U.S. Dist. LEXIS 17456, at \*24-25 ("Incentive awards serve an important function in promoting class action settlements[.]"). "In

granting incentive awards to named plaintiffs in class actions, courts consider not only the efforts of the plaintiffs in pursuing the claims, but also . . . rewarding representative plaintiffs for being instrumental in obtaining recoveries for persons other than themselves.” *Bussie v. Allmerica Fin. Corp.*, No. 97-40204, 1999 U.S. Dist. LEXIS 7793, at \*11-12 (D. Mass. May 19, 1999) (approving \$5,000 each for the four representative plaintiffs); *see also In re Intuniv Antitrust Litig.*, 2022 U.S. Dist. LEXIS 13893, at \*7 (approving \$5,000 each of the four representative plaintiffs).

Here, Plaintiffs agreed to serve as settlement Class Representatives and have been actively involved in the litigation. Joint Decl. ¶ 45. Plaintiffs pursued the interests of the Settlement Class by undertaking responsibilities attendant to serving as class representatives, including, without limitation, periodically conferring with settlement Class Counsel, providing relevant documents and information, and reviewing pleadings, Settlement documents, and other filings in the Action. *Id.* The information they provided settlement Class Counsel was critical in determining the legal claims to be asserted and the scope of damages alleged. Accordingly, given Plaintiffs’ time and efforts in supporting the litigation, combined with the risks and burdens of serving as settlement Class Representatives, the application for a \$2,500.00 Service Award to each settlement Class Representative should be granted.

## X. CONCLUSION

For all the foregoing reasons, the Court should grant Plaintiffs’ Unopposed Motion for Final Approval of this Settlement and Plaintiffs’ Application for Attorneys’ Fees, Costs, and Service awards. A proposed Final Approval Order is attached for the Court’s convenience as *Exhibit D*.

Dated: June 7, 2024.

Respectfully submitted,  
/s/ Jeff Ostrow  
 Jeffrey Ostrow (*pro hac vice*)  
**KOPELOWITZ OSTROW P.A.**  
 One West Las Olas Blvd., Suite 500  
 Fort Lauderdale, Florida 33301  
 Telephone: 954-332-4200  
 ostrow@kolawyers.com

Christina Xenides  
 Mason A. Barney (*pro hac vice*)  
 Tyler J. Bean (*pro hac vice*)  
**SIRI & GLIMSTAD LLP**  
 745 Fifth Avenue, Suite 500

New York, NY 10151  
Telephone: 212-532-1091  
cxenides@sirillp.com  
mbarney@sirillp.com  
tbean@sirillp.com

*Counsel for Plaintiffs and the Settlement Class*

**CERTIFICATE OF SERVICE**

I hereby certify that on this the 7<sup>th</sup> day of June, 2024, a copy of the foregoing document was electronically filed with the Clerk of Court using the CM/ECF system.

/s/ Jeff Ostrow

# EXHIBIT A

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

---

*In re Sovos Compliance Data Security Incident  
Litigation*

Case No. 1:23-cv-12100 (“Master Docket”)

---

**SETTLEMENT AGREEMENT AND RELEASES**

This Settlement Agreement (“Settlement” or “Agreement”)<sup>1</sup> is entered into between Plaintiffs, Sergei Stadnik, Julianne Yenca, James Lawler, and Tony Anderson, on behalf of themselves and the Settlement Class, and Defendant, Sovos Compliance, LLC, (together, the “Parties”) as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

**I. Procedural History**

1. On May 31, 2023, Progress Software announced a previously unknown vulnerability in its MOVEit Transfer application, which Sovos utilizes to help deliver services related to unclaimed property.

2. When Sovos became aware of the Data Incident, outside advisors and cybersecurity experts were retained to assist in the evaluation of the Data Incident, and law enforcement was notified. Sovos and its Customers thereafter notified approximately 490,000 individuals that their

---

<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II below or as defined elsewhere in the Agreement.

Private Information may have been impacted by the Data Incident.

3. As a result, Sovos was named a defendant in four putative class actions that are materially and substantively identical, as they have overlapping claims, seek to represent the same putative class members, and arise out of the same Data Incident. Sovos at all times disputes the allegations in this Action and the Related Actions.

4. **The *Stadnik* Action**

a. On September 13, 2023, Plaintiff Stadnik filed this Action against Sovos in the U.S. District Court for the District of Massachusetts.

b. On October 6, 2023, Sovos filed a Corporate Disclosure Statement.

c. On October 11, 2023, Sovos filed a Notice of Refusal of Consent to Proceed Before Magistrate Judge.

d. On October 17, 2023, Plaintiff Stadnik filed an Unopposed Motion to Consolidate Cases and Appoint Interim Class Counsel (“Motion to Consolidate”), seeking to, among other things, consolidate the case with the *Yenca* Action also pending in the same District.

e. On November 8, 2023, Sovos filed an Assented-To Motion to Extend Time to Respond to Complaint, requesting a 30-day extension of time to respond to the complaint through December 11, 2023. On the same day, the Court granted the motion.

f. On November 13, 2023, the Court granted the Motion to Consolidate and entered a Pretrial Order Consolidating Cases and Appointing Interim Co-Lead Counsel, which (a) consolidated the *Yenca* Action with the *Stadnik* Action under the new title *In re Sovos Compliance Data Security Incident Litigation* and the docket number of the first-filed case, 23-cv-12100 (“Master Docket”); and (b) appointed Mason Barney and Tyler Bean of Siri & Glimstad LLP and Jeff Ostrow of Kopelowitz Ostrow P.A. Interim Co-Lead Counsel under Federal Rule of Civil

Procedure 23(g)(3).

5. **The Related Actions**

a. **The *Yenca* Action**

i. On September 23, 2023, *Julianne Yenca v. Sovos Compliance, LLC*, Case No. 1:23-cv-12174 was filed in the District of Massachusetts.

ii. On October 24, 2023, Sovos filed a Corporate Disclosure Statement.

iii. On October 24, 2023, Sovos filed an Assented-To Motion for Extension of Time to Respond to Complaint, requesting a 30-day extension of time to respond to the complaint through November 23, 2023. On October 25, 2023, the Court granted the motion.

iv. On October 25, 2023, Plaintiff Yenca filed a Notice of Refusal of Consent to Proceed Before Magistrate Judge.

b. On November 13, 2023, the Court consolidated the *Yenca* Action with the *Stadnik* Action under the new title: *In re Sovos Compliance Data Security Incident Litigation* and the docket number of the first-filed case, 23-cv-12100 (“Master Docket”); and (b) appointed Mason Barney of Siri & Glimstad LLP and Jeff Ostrow of Kopelowitz Ostrow P.A. Interim Co-Lead Counsel under Federal Rule of Civil Procedure 23(g)(3).

c. **The *Zide* Action**

i. On September 14, 2023, *Nancy Zide v. Sovos Compliance, LLC and Pacific Premier Bank*, Case No. 8:23-cv-01711 was filed in the U.S. District Court for the Central District of California. Defendant Pacific Premier Bank is one of Sovos’ customers who had certain consumer-customers with Private Information affected by the Data Incident. On September 14, 2023, Plaintiff Zide also sent a letter to Sovos providing notice under the California Consumer Privacy Act (“CCPA”) of Sovos’ alleged violation of the CCPA and demanding a cure. In its



response letter, Sovos took the positions that (a) it had implemented and consistently maintained reasonable security practices and procedures; (b) the widespread impact of the zero-day MOVEit Transfer vulnerability underscores that the Data Incident did not result from any unreasonable security on Sovos' part; (c) Sovos had taken affirmative steps to address the Data Incident; and (d) any alleged CCPA violation was cured because the threat actor responsible for the Data Incident confirmed that it deleted the data that was exfiltrated and Sovos' monitoring efforts confirmed that the data at issue was never published.

ii. On October 5, 2023, Plaintiff Zide filed her First Amended Class Action Complaint, dropping Sovos as a defendant.

iii. On October 11, 2023, Defendant Pacific Premier Bank filed a Notice of Interested Parties.

iv. On October 11, 2023, Plaintiff Zide and Defendant Pacific Premier Bank stipulated to an extension of time for the defendant to answer the complaint through November 22, 2023.

v. On November 17, 2023, Plaintiff Zide filed a Notice of Voluntary Dismissal With Prejudice of her action against Pacific Premier Bank.

d. **The *Gorman* Action**

i. On November 2, 2023, nearly two months following the filings of the *Stadnik* and *Yenca* actions, *Gorman v. Progress Software Corporation, et al.*, Case No. 3:23-cv-50397 was filed in the U.S. District Court for the Northern District of Illinois.

ii. On November 3, 2023, Defendant Progress Software Corporation ("Progress") filed a Notice of Potential Tag-Along Action on the docket of the Joint Panel on Multidistrict Litigation ("JPML"), *In re MOVEit Customer Data Security Breach Litigation*, MDL

No. 3083 (J.P.M.L.) (“*MOVEit* JPML Proceedings”), naming the *Gorman* Action.

iii. On November 8, 2023, the JPML issued Conditional Transfer Order (CTO-15) in the *MOVEit* JPML Proceedings, naming the *Gorman* Action.

iv. On November 16, 2023, CTO-15 in the *MOVEit* JPML Proceedings was initially finalized and the *Gorman* Action was transferred to the District of Massachusetts.

v. On November 17, 2023, Sovos filed in the *MOVEit* JPML Proceedings a Motion to Reinstate Conditional Transfer Order 15, on the grounds that it did not receive service of process of either the Notice of Potential Tag-Along Action naming the *Gorman* Action or CTO-15, because Progress had served an address unassociated with Sovos, and attaching a Notice of Opposition to CTO-15.

vi. On November 20, 2023, the JPML reinstated CTO-15, and deemed Sovos’ Notice of Opposition to CTO-15 filed as of November 20, 2023. The JPML set a briefing schedule as follows: Notices of Appearance and Corporate Disclosure Statements due by December 4, 2023, Motion to Vacate with Brief in Support due by December 4, 2023, Responses due by December 26, 2023, and a Reply (if any) due by January 4, 2024.

## **6. Actions Against Sovos’ Customers**

a. The notices sent to consumers in response to the Data Incident included notices sent on behalf of approximately 140 of Sovos’ customers and, in some instances, those customers’ clients.

b. Three of Sovos’ customers have been named as defendants in putative class action lawsuits arising from the Data Incident.

c. One of those Sovos customers is Patelco Credit Union (“Patelco”). On October 2, 2023, a putative class action was filed in the U.S. District Court for the Northern District

of California against Patelco regarding the Data Incident, *Jani v. Patelco Credit Union*, Case No. 3:23-505054-TSH (N.D. Cal.). *Patelo* was tagged as a potential “related action” in the *MOVEit* JPML in Conditional Transfer Order 17 (CTO-17). On November 22, 2023, a Notice of Opposition to CTO-17 was filed. The JPML set a briefing schedule with a Motion to Vacate due by December 6, 2023, responses by December 27, 2023, and a Reply by January 3, 2024.

d. Another of the Sovos customers, Midland States Bank, is named as a defendant in the *Gorman* Action.

e. The final of the Sovos customers is Pacific Premier Bank, which was named as a defendant in the *Zide* Action.

#### 7. **Mediation and Settlement**

a. On November 28, 2023, the Parties participated in a full-day private mediation before experienced data breach mediator Bruce Friedman, Esq. of JAMS. In advance of the mediation, Sovos provided Class Counsel with information related to the categories of Private Information impacted by Data Incident and confirming that Sovos had confirmation from the threat actor responsible for the Data Incident that all data impacted as part of the Data Incident—which would include all impacted Private Information—had been deleted.

b. The mediation concluded with Plaintiffs making a last, best, and final offer regarding the material terms of a settlement that would resolve Plaintiffs’ claims and those of the Settlement Class, which Sovos accepted on November 30, 2023, knowing that there would be additional Parties named as plaintiffs in a consolidated complaint.

c. On December 1, 2023, Plaintiffs Sergei Stadnik and Julianne Yenca, together with Plaintiffs James Lawler and Tony Anderson, filed a Consolidated Class Action Complaint, asserting causes of action for (1) negligence; (2) negligence *per se*; (3) breach of third-

party beneficiary contract; (4) unjust enrichment/quasi contract; (5) violations of California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*; (6) violations of the California Consumer Privacy Act of 2018, Cal. Civ. Code 1798 *et seq.*; (7) violations of the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 *et seq.*; (8) violations of the Indiana Deceptive Consumer Sales Act, Ind. Code §§ 24-5-0.5 *et seq.*; and (9) declaratory judgment.

d. Thereafter, on the same date, the Parties filed a Notice of Class-wide Settlement.

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

Agreement to bind Plaintiffs, Sovos, and all Settlement Class Members.

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

**II. Definitions**

7. “**Action**” means the lawsuit entitled: *In re Sovos Compliance Data Security Incident Litigation*, Case No. 1:23-cv-12100 (D. Mass.).

8. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees, reimbursement for costs, and for Service Awards for the Class Representatives.

9. “**CAFA Notice**” means the Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

10. “**California Settlement Subclass**” means Settlement Class members residing in California as of May 30, 2023.

11. “**California Statutory Award**” means the additional \$100.00 available as a Settlement Class Member Benefit to those members of the California Settlement Subclass.

12. “**Cash Payment**” means compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A or Cash Payment B.

13. “**Cash Payment A**” means compensation paid to Settlement Class Members pursuant to Section V.

14. “**Cash Payment B**” means the amount identified in Section V.

15. “**Claim**” means the submission of a Claim Form by a Claimant.

16. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 5*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

17. “**Claim Form Deadline**” shall be 90 days from the date that Notice is first disseminated to the Settlement Class and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Cash Payment.

18. “**Claimant**” means a Settlement Class member who submits a Claim Form.

19. “**Class Counsel**” means: Mason Barney and Tyler Bean of Siri & Glimstad LLP and Jeff Ostrow of Kopelowitz Ostrow P.A.

20. “**Class List**” means a list of Settlement Class members. Sovos shall prepare and provide the Class List to the Settlement Administrator for Notice using information in Sovos’ records. The Class List shall include the Settlement Class members’ names, postal address (if available from Data Incident notice materials) and email address (if available from Data Incident notice materials).

21. “**Class Representatives**” means Sergei Stadnik, Julianne Yenca, James Lawler, and Tony Anderson.

22. “**Complaint**” or “**Consolidated Complaint**” means the Consolidated Complaint filed on December 1, 2023, styled: *In Re Sovos Compliance Data Security Litigation*; Case No. 1:23-cv-12100 (D. Mass 2023).

23. “**Court**” means the United States District Court for the District of Massachusetts and the Judge(s) assigned to the Action.

24. “**Credit Monitoring**” means 3 years of credit monitoring Settlement Class

Members may elect (adjusted to 1 years of credit monitoring for Settlement Class Members who already elected to receive 2 years of credit monitoring offered in connection with the Data Incident) as part of their Settlement Class Member Benefit.

25. “**Customer**” or “**Customers**” means each and every business that directly or indirectly retained, used, hired, or otherwise employed Sovos’ services and that, in the process of using Sovos’ services, provided to Sovos or to a Sovos Customer Private Information that was subject to unauthorized access or acquisition as a result of the Data Incident. For the avoidance of doubt, the term “Customer” or “Customers” includes Sovos’ direct Customers and the business customers of Sovos’ Customers.

26. “**Data Incident**” means the unauthorized access to or acquisition of the Private Information on or about May 30, 2023, as a result of unauthorized access to the MOVEit Transfer application that Sovos used.

27. “**Defendant**” means Sovos Compliance, LLC or Sovos.

28. “**Defendant’s Counsel**” or “**Sovos’ Counsel**” means Orrick, Herrington & Sutcliffe LLP.

29. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

30. “**Email Notice**” means the email form of Notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, distributed to Settlement Class members for which email

addresses are provided by Sovos.

31. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

32. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

33. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

34. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and the amount of any Service Awards to the Class Representatives.

35. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 3*, that shall be posted on the Settlement Website and shall be available to Settlement Class members by mail on request made to the Settlement Administrator.

36. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

37. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement.

38. “**Net Settlement Fund**” means the amount of the Settlement Fund following



payment of: (1) Service Awards to Class Representatives awarded by the Court, (2) attorneys' fees and costs awarded by the Court to Class Counsel, and (3) all Settlement Administration Costs.

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

40. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Email Notice, Postcard Notice, Long Form Notice, and Publication Notice.

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

42. “**Objection Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing.

43. “**Opt-Out Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing.

44. “**Party**” means each of the Plaintiffs and Defendant, and “**Parties**” means Plaintiffs and Defendant collectively.

45. “**Private Information**” means information directly or indirectly provided to Sovos or to a Sovos Customer that either (a) would trigger notice under the applicable U.S. state data breach reporting law; or (b) included (i) an individual's first and last name or first initial and last name *plus* (ii) the individual's financial account number, even if such information on its own would not trigger notice under the applicable U.S. state data breach reporting law.

46. “**Plaintiffs**” means Sergei Stadnik, Julianne Yenca, James Lawler, and Tony Anderson.

47. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 2* that the Settlement Administrator shall disseminate to Settlement Class members by mail.

48. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

49. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 6*.

50. “**Publication Notice**” means the publication notice of the Settlement, substantially in the form attached hereto as *Exhibit 4* that the Settlement Administrator will publish across social media platforms notifying Settlement Class members about the Settlement.

51. “**Related Actions**” means the three actions filed after the *Stadnik* Action against Sovos regarding the Data Incident, identified in Paragraph 5 of this Agreement.

52. “**Releases**” means the releases and waiver set forth in Section XIII of this Agreement.

53. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them,

arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

54. **“Released Parties”** means

a. Sovos and its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees; and

b. Sovos’ Customers and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

c. It is expressly understood that to the extent a Released Party is not a party to the Agreement all such Released Parties are intended third-party beneficiaries of the Agreement.

55. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

56. **“Service Award”** means the payment the Court may award the Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Awards shall be paid out of the Settlement Fund.

57. **“Settlement Administrator”** means Kroll Settlement Administration LLC or

Kroll.

58. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and settlement administration.

59. “**Settlement Class**” means all living individuals residing in the United States who were sent a notice by Sovos or by a Sovos Customer indicating that their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Sovos or a Sovos Customer, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

60. “**Settlement Class Member**” means any member of the Settlement Class, including any member of the California Settlement Sub-Class, who has not opted-out of the Settlement.

61. “**Settlement Class Member Benefit**” means the Cash Payment and, if applicable, the California Statutory Award, and/or Credit Monitoring, elected by Settlement Class Members.

62. “**Settlement Fund**” means the non-reversionary US \$3,534,128.50 cash fund that Sovos is obligated to fund under the terms of the Settlement.

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

64. “**Sovos**” means Defendant, Sovos Compliance, LLC.

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

### **III. Settlement Fund**

66. Within 10 days of Preliminary Approval, Defendant shall cause the Settlement Fund to be funded in an amount equal to the Settlement Administrator’s estimate of total Settlement Administration Costs, provided such estimate is provided to Defendant before the date of Preliminary Approval. This amount shall be held in the Escrow Account to be established and maintained by the Settlement Administrator. Within 10 days of Final Approval, Defendant shall cause the remainder of the Settlement Fund (\$3,534,128.50 less the estimated Settlement Administration Costs previously paid) to be funded, which amount shall also be held in the Escrow Account to be established and maintained by the Settlement Administrator.

67. The Settlement Fund shall be used to pay: (1) Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (2) Service Awards to Class

Representatives awarded by the Court; (3) attorneys' fees and costs awarded by the Court to Class Counsel; and (4) all Settlement Administration Costs.

68. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Sovos, Sovos' Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Sovos, Sovos' Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Sovos, Sovos' Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

#### **IV. Certification of the Settlement Class**

69. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Sovos agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Sovos shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

**V. Settlement Consideration**

**70. Settlement Class Member Benefits**

When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A or Cash Payment B. In addition, each member of the California Settlement Subclass who submits a Valid Claim may elect to receive a separate California Statutory Award. Settlement Class Members may also elect to receive Credit Monitoring in accordance with the terms set forth in Paragraph 74. Settlement Class Cash Payments and California Statutory Awards will be subject to a *pro rata* increase from the Net Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of the Cash Payments and California Statutory Awards may be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring and then for Cash Payments and California Statutory Awards. Any *pro rata* increases or decreases to Cash Payments and California Statutory Awards will be on an equal percentage basis. In the unexpected event the value of Credit Monitoring on its own exhausts the amount of the Net Settlement Fund, the length of the Credit Monitoring provided will be reduced as necessary to bring the cost within the Net Settlement Fund. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against the Released Parties without receiving a Settlement Class Member Benefit.

**71. Cash Payment A**

- a. **Compensation for Ordinary Losses:** Compensation for unreimbursed

ordinary losses fairly traceable to the Data Incident, up to a total of \$2,000.00 per person. Settlement Class Members must submit documentation supporting their Claims for ordinary losses. This documentation may include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Sovos or Sovos Customer or otherwise. These ordinary losses may include the following:

i. ***Out of pocket expenses incurred*** as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and

ii. ***Fees for credit reports, credit monitoring, or other identity theft insurance product*** purchased between May 31, 2023, and the date of the Claim Form Deadline.

b. **Compensation for Lost Time**: Settlement Class Members with time spent remedying issues related to the Data Incident may receive reimbursement of \$25.00 per hour up to five hours (for a total of \$125.00) with an attestation including a brief description of the action(s) take in response to the Data Incident.

c. **Compensation for Extraordinary Losses**: Compensation for extraordinary losses, up to a total of \$10,000.00, per Settlement Class Member, if the extraordinary loss is: (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft;



(ii) fairly traceable to the Data Incident; (iii) occurred after the Data Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

**72. Cash Payment B**

Instead of selecting Cash Payment A, a Settlement Class Member may elect to receive Cash Payment B, which is a flat payment in the amount of \$150.00.

**73. California Statutory Claim Payment**

In addition to Cash Payment A or Cash Payment B, California Settlement Subclass Members who submit a Valid Claim may also elect to receive the California Statutory Award in the amount of \$100.00.

**74. Credit Monitoring**

In addition to Cash Payment A or Cash Payment B, and the California Statutory Claim Payment, if applicable, Settlement Class Members may also make a Claim for Credit Monitoring. Settlement Class Members who did not elect to receive a credit monitoring and identity theft protection product previously offered by Sovos or a Sovos Customer in connection with the Settlement Class Member's Data Incident notification letter may elect to receive three years of Credit Monitoring. Settlement Class Members who elected to receive two years of credit monitoring and identity theft protection previously offered by Sovos or a Sovos Customer in connection with its initial Data Incident notification letter may elect to receive an additional 1 year of Credit Monitoring. Credit Monitoring has a value of approximately \$90.00 per Settlement Class Member. The Credit Monitoring will include: (i) real time monitoring of the credit file at all three

bureaus; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) identity theft insurance (no deductible); and (v) access to fraud resolution agents to help investigate and resolve instances of identity theft.

**75. Injunctive Relief**

Sovos provided Class Counsel with a “Security Attestation” from Kroll Cyber Risk attesting to the security measures it is implementing following the Data Incident. Sovos confirms that all of these security measures have been implemented. The costs of any such security measures on the part of Sovos shall be fully borne by Sovos, and under no circumstances will such costs be deducted from the Settlement Fund.

**VI. Settlement Approval**

76. Within a reasonable amount of time following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Sovos.

77. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim submission process; (5) approve the procedures for Settlement Class members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Mason Barney, Tyler Bean, and Jeff Ostrow as Class Counsel for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for

the Court, the Parties, Class Counsel, and Sovos' Counsel.

**VII. Settlement Administrator**

78. The Parties agree that, subject to Court approval, Kroll shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

79. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, administering the Settlement Fund, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

80. The Settlement Administrator's duties include to:

- a. Provide CAFA Notice;
- b. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and, where email addresses are provided by Sovos, sending the Postcard Notice in electronic form via email, publishing the Publication Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- c. Establish and maintain the Settlement Fund the Escrow Account approved by the Parties;
- d. Establish and maintain a post office box to receive opt-out requests from

the Settlement Class, objections from Settlement Class members, and Claim Forms;

e. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;

f. Establish and maintain an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;

g. Respond to any mailed Settlement Class member inquiries;

h. Process all opt-out requests from the Settlement Class;

i. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

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

k. Distribute, out of the Settlement Fund, Cash Payments by electronic means;

l. Pay Court-approved attorneys' fees and costs and Service Awards out of the Settlement Fund;

m. Pay Settlement Administration Costs out of the Settlement Fund following

approval by Class Counsel; and

n. Any other Settlement administration function at the instruction of Class Counsel and Sovos, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

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

81. Sovos will make available to Class Counsel and the Settlement Administrator the Class List no later than five days after entry of the Preliminary Approval Order. To the extent necessary, Sovos will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

82. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Where email addresses are provided by Sovos for Settlement Class members, Email Notice shall be sent by email. Settlement Class members for which email addresses are not provided, or emails were undelivered (and a postal address is provided by Sovos), shall receive a Postcard Notice by mail.

83. The Email Notice and Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Sovos' Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program

commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

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

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

86. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice and Email Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court,

and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice, and the Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

87. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
  - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
  - c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
  - d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
  - e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a

copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

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

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

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

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

88. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 60 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

89. The Notice Program shall be completed no later than 60 days before the original date set for the Final Approval Hearing.

#### **IX. Claim Form Process and Disbursement of Cash Payments**

90. The Notice and the Settlement Website will explain to Settlement Class members



that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

91. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

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

93. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

94. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible

fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

95. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Sovos and Class Counsel otherwise agree.

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

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

- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph.
- c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

98. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all

notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Sovos' Counsel. Additionally, Class Counsel and Sovos' Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

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

100. No later than 75 days after Final Approval or 30 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

101. Cash Payments to Settlement Class Members will be made by electronic payment, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment. Settlement Class Members will have a period of 180 days to select their electronic payment. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds pursuant to paragraph 109, and the Settlement Class Member shall forfeit their entitlement right to the funds.

102. In the event there are funds remaining in the Settlement Fund 20 days following the

180-day period for Settlement Class Members to select the form of electronic payment, said funds attributable to unclaimed and undeliverable electronic payments shall be treated as residual funds as described in Section XII.

103. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code.

**X. Final Approval Order and Final Judgment**

104. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

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

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;

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

e. Release Sovos, Sovos' Customers, and the other Released Parties from the Released Claims; and

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

**XI. Service Awards, Attorneys' Fees, and Costs**

106. **Service Awards.** The Class Representatives may seek Service Awards of up to \$2,500.00 each, subject to Court approval. The Service Awards shall be payable out of the Settlement Fund.

107. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of attorneys' fees of up to 33.33% of the Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within 15 days of Final Approval.

108. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

**XII. Disposition of Residual Funds**

109. In the event there are funds remaining in the Settlement Fund 20 days following the 180-day period for Settlement Class Members to select the form of electronic payment, following payment of Settlement Class Member Payments, any residual shall be distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court. The Parties agree to propose the National Consumer Law Center as the *cy pres* recipient.

**XIII. Releases**

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

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

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in

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

111. Settlement Class members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

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

#### **XIV. Termination of Settlement**

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

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any,



are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

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

115. Sovos shall have the option to terminate this Agreement if more than 5% of the Settlement Class opt out of the Settlement. Sovos shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

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

117. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Sovos. However, Sovos shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Sovos within 21 days of termination.

**XV. Effect of Termination**

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

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

**XVI. No Admission of Liability**

120. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Sovos has denied and continues to deny each of the claims and contentions alleged in the Complaint. Sovos specifically denies that a class could or should be certified in the Action for litigation purposes. Sovos does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Sovos has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

121. Class Counsel believe the claims asserted in the Action have merit, and they have

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

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

123. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

**XVII. Miscellaneous Provisions**

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

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

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

128. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do

all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

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

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

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

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

133. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

134. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any

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

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

If to Plaintiffs or Class Counsel:

Mason A. Barney  
Tyler J. Bean  
Siri & Glimstad LLP  
745 Fifth Avenue, Suite 500  
New York, NY 10151  
mbarney@sirillp.com  
tbean@sirillp.com

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

If to Defendant or Defendant's Counsel:

Michelle L. Visser  
Orrick, Herrington & Sutcliffe LLP  
405 Howard Street  
San Francisco, CA 94105  
mvisser@orrick.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

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

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

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

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

140. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in

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

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

*Signature Page to Follow*



**Sergei Stadnik**

Sergei Stadnik (Dec 7, 2023 16:31 MST)

---

SERGEI STADNIK  
*Plaintiff*

**Julie Yenca**

Julie Yenca (Dec 7, 2023 20:58 EST)

---

JULIANNE YENCA  
*Plaintiff*

**jim e lawler**

Jim e Lawler (Dec 7, 2023 13:23 PST)

---

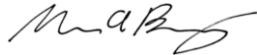
JAMES LAWLER  
*Plaintiff*



Tony Anderson (Dec 7, 2023 15:21 EST)

---

TONY ANDERSON  
*Plaintiff*



---

MASON A. BARNEY, ESQ.  
SIRI & GLIMSTAD LLP  
*Attorneys for Plaintiffs*

**Jeffrey Ostrow**

Jeffrey Ostrow (Dec 7, 2023 15:08 EST)

---

JEFF OSTROW, ESQ.  
KOPELOWITZ OSTROW P.A.  
*Attorneys for Plaintiffs*

SOVOS COMPLIANCE, LLC

**Justin Pentz**

Justin Pentz (Dec 8, 2023 07:12 EST)

---

By: Justin Pentz  
Its General Counsel

**Michelle Visser**

Michelle Visser (Dec 7, 2023 20:18 PST)

---

MICHELLE L. VISSER  
ORRICK, HERRINGTON & SUTCLIFFE LLP  
*Counsel for Defendant*

# EXHIBIT 1

From:

To:

Subject: In re Sovos Compliance Data Security Incident Settlement

---

Class Member ID: <<Refnum>>

***A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER***

**If you are an individual residing in the United States whose Private Information may have been impacted by a Data Incident affecting Sovos Compliance, LLC, please read below.**

**Why did I get this Email Notice?** A class action settlement in the amount of \$3,534,128.50 has been reached in a lawsuit entitled *In re Sovos Compliance Data Security Incident Litigation*, Case No. 1:23-cv-12100 in the United States District Court District of Massachusetts (“Action”). The Action alleges that on or about May 30, 2023, there was unauthorized access to or acquisition of the Private Information of approximately 490,000 individuals that occurred as a result of unauthorized access to the MOVEit Transfer application used by Sovos (“Data Incident”). Sovos utilizes the MOVEit Transfer application to help customers [, including <<customer name>>] deliver unclaimed property services. Sovos maintains that it has meritorious defenses to the Action, and that it was prepared to vigorously defend the lawsuit.

**Who Is Included?** Sovos’ records indicate you are included in the Settlement as a Settlement Class Member because your Private Information may have been involved in the Data Incident. Additionally, you may be a California Settlement Subclass member if you resided in California on May 30, 2023.

**What are the Settlement Class Member Benefits?**

- All Settlement Class Members may elect to receive a Cash Payment and Credit Monitoring, and all California Settlement Subclass Members may also elect to receive the California Statutory Award. Specifically, any Settlement Class Member who submits a Valid Claim may elect to receive either: (1) up to a total of \$2,000 of Compensation for unreimbursed ordinary losses fairly traceable to the Data Incident; compensation for lost time of \$25 per hour, up to five hours (for a total of \$125) with an attestation; and compensation for extraordinary losses, up to a total of \$10,000, for actual documented and unreimbursed monetary loss fairly traceable to the Data Incident (collectively “Cash Payment A”); OR (2) a flat payment in the amount of \$150 (“Cash Payment B”). These Settlement payments will be paid via electronic transfer out of the Net Settlement Fund following the payment of Service Awards to Class Representatives, attorneys’ fees and costs of up to 33.33% of the Settlement Fund and reimbursement of reasonable costs for Class Counsel and all Settlement Administration Costs.
- California Settlement Subclass Members who submit a Valid Claim may also elect to receive the California Statutory Award in the amount of \$100, in addition to Cash Payment A or Cash Payment B.
- In addition to Cash Payment A or Cash Payment B and the California Statutory Claim Payment, if applicable, Settlement Class Members may also make a Claim for Credit Monitoring that will include: (i) real time monitoring of the credit file at all three bureaus; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) identity theft insurance (no deductible); and (v) access to fraud resolution agents to help investigate and resolve instances of identity theft.
- Settlement Class Cash Payments and California Statutory Awards will be subject to a *pro rata* increase from the Net Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of the Cash Payments and California Statutory Awards may be reduced *pro rata* accordingly. For purposes of calculating the pro rata increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring and then for Cash Payments and California Statutory Awards. Any *pro rata* increases or decreases to Cash Payments and California Statutory Awards will be on an equal percentage basis. In the unexpected event the value of Credit Monitoring on its own exhausts the amount of the Net Settlement Fund, the length of the Credit Monitoring provided will be reduced as necessary to bring the cost within the Net Settlement Fund.

**How Do I Receive A Settlement Class Member Benefit Payment?** To receive payment, Settlement Class Members must submit a Claim Form to the Settlement Administrator by **<Claim Form Deadline>**. The form is available at **[www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com)** and may be submitted through the Settlement Website or by U.S. mail to:

c/o Kroll Settlement Administration LLC

PO Box XXXX

New York, NY 10150-XXXX

**What Are My Options?** You can do nothing, submit a Claim Form, or opt-out of the Settlement. If you do nothing or submit a Claim, your rights will be affected. You will not be able to sue Sovos or any of the other Released Parties, including the Sovos customer(s) that directly or indirectly provided your Private Information to Sovos, in a future lawsuit for claims addressed in the Settlement. If you opt-out, you will not receive the Settlement Class Member Benefits, but you will keep your right to sue the Released Parties in a separate lawsuit over the issues covered by the Settlement. You must contact the Settlement Administrator by mail to opt-out. If you do not opt out, you can also object to the Settlement, Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards. See the Long Form Notice on the Settlement Website for instructions on how to object to the settlement. *All requests to opt out must be mailed and postmarked before the end of the Opt-Out Period and all objections must be filed with the Court and sent to Class Counsel, Sovos' Counsel, and the Settlement Administrator before the end of the Objection Period <Opt-Out/Objection Deadline>.*

**The Final Approval Hearing.** The Court will hold a Final Approval Hearing at <Time>, on <Date>, at the United States District Court District of Massachusetts, <Court Address>. At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards seeking up to 33.33% of the Settlement Fund in attorneys' fees, reimbursement of costs, and a Service Award of \$2,500 each to the Class Representatives. If there are objections, the Court will consider them.

**Getting More Information.** More information, including the Settlement Agreement and other related documents, is available at [www.xxxxxxxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxxxxxxx.com). You should monitor the Settlement Website or the Court's PACER website to ensure that the Final Approval date does not change as the date may change without further notice to the Settlement Class. **Contact information for Class Counsel** Mason Barney and Tyler Bean of Siri & Glimstad LLP and Jeff Ostrow of Kopelowitz Ostrow P.A. You also may write with questions to the Settlement Administrator, at *In re Sovos Compliance Data Security Incident Litigation*, c/o Kroll Settlement Administration, PO Box XXXX, New York, NY 10150-XXXX. You can access the Claim Form and review additional documents on the Settlement Website. You can also request to receive Claim Forms, a copy of the Settlement Agreement, and a detailed Long Form Notice by mail or by calling the toll-free telephone number, (xxx) xxx-xxxx.

# EXHIBIT 2

**A proposed Settlement has been reached in a class action lawsuit known as *In re Sovos Compliance Data Security Incident Litigation*, Case No. 1:23-cv-12100 (the “Action”), which is currently pending in the United States District Court District of Massachusetts.**

**What is this case about?** A class action settlement in the amount of \$3,534,128.50 has been reached in a case known as *In re Sovos Compliance Data Security Incident Litigation*, Case No. 1:23-cv-12100 (“Action”) filed in the United States District Court District of Massachusetts. The individuals who sued are called the “Plaintiffs” or “Class Representatives” and the company they sued, Sovos Compliance, LLC (“Sovos”), is known as the “Defendant.” Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of anyone whose Private Information was potentially impacted as a result of a data security incident. The Action alleges that the unauthorized access to or acquisition of the Private Information of the Plaintiffs and Settlement Class Members occurred as a result of unauthorized access to the MOVEit Transfer application that Sovos used, and that such unauthorized access or acquisition took place on or about May 30, 2023 (“Data Incident”). Sovos utilizes the MOVEit Transfer application to help customers [, including <<customer name>>.] deliver unclaimed property services. Subsequently, this Action was filed asserting claims against Defendant relating to the Data Incident. Defendant denies any wrongdoing.

#### **Who is a Settlement Class Member?**

**Settlement Class Member:** All living individuals residing in the United States who were sent a notice by Sovos or by a Sovos Customer indicating that their Private Information may have been impacted in the Data Incident, including any member of the California Settlement Subclass, who has not opted-out of the Settlement.

**California Settlement Subclass:** Settlement Class Members residing in California on May 30, 2023.

Excluded from the Settlement Class (which includes the California Settlement Subclass) are (a) all persons who are employees, directors, officers, and agents of Sovos or a Sovos Customer, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

**What are the benefits?** The Settlement provides the following Settlement Class Member Benefits:

#### **• Cash Payment A**

- All Settlement Class Members are eligible to recover: Compensation for Ordinary Losses fairly traceable to the Data Incident, up to a total of \$2,000 per person; Compensation for Lost Time reimbursed at \$25 per hour up to five hours (for a total of \$125); and Compensation for Extraordinary Losses, up to a total of \$10,000, per Settlement Class Member. For more information on how to submit a Cash Payment A Claim, refer to the Long-Form Notice on the Settlement Website at [www.xxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxx.com).

**• Cash Payment B:** In the alternative to Cash Payment A, Settlement Class Members may make a Claim for Cash Payment B, which is a flat payment in the amount of \$150.

- **California Statutory Claim Payment:** In addition to Cash Payment A or Cash Payment B, California Settlement Subclass Members who submit a Valid Claim may also elect to receive a California Statutory Award in the amount of \$100.
- **Credit Monitoring:** In addition to the foregoing settlement benefits, all Settlement Class Members may also make a Claim for Credit Monitoring with three bureaus.
- All Settlement Class Member Benefits may be subject to a *pro rata* increase or decrease depending upon how many Settlement Class Members submit Valid Claims and the value of all Settlement Class Member Benefits claimed.

**How do I make a Claim?** You must file a Claim Form by mail postmarked by <<Claim Form Deadline>>, and mailed to the Settlement Administrator's address below, or online at www.xxxxxxxxxxxxxxxxx.com by <<Claim Form Deadline>> to receive any benefit.

**What are my other rights?**

- **Do Nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue Sovos and all other Released Parties in the Settlement, including the Sovos Customer(s) that directly or indirectly provided your Private Information to Sovos, and you will not get any money as a Settlement Class Member.
- **Opt-Out** You can exclude yourself from the Settlement and keep your right to sue for the claims being released in the Settlement, but you will not get any money from the Settlement. You must submit a request to opt-out to the Settlement Administrator by <<Opt-Out Period>>.
- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Your objection must be submitted by <<Objection Period>>.

Detailed instructions on how to file a Claim Form, opt-out, or object, can be found on the Long-Form Notice found on the Settlement Website.

The Court will hold the Final Approval Hearing on <<Final Approval Hearing Date>> at <<Time>> a.m. ET, to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider an award of attorneys' fees of up to 33.33% of the Settlement Fund, reimbursement of costs, and a Service Award of \$2,500 to the Class Representatives, and to consider whether and if the Settlement should be approved. You may attend the hearing, but you don't have to. For additional information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, and other Court documents, visit the Documents section of the Settlement Website or call (XXX) XXX-XXXX. You may also contact the Settlement Administrator at *In re Sovos Compliance Data Security Incident Litigation*, c/o Kroll Settlement Administration LLC, PO Box XXXX, New York, NY 10150-XXXX.

# EXHIBIT 3



**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

**If Sovos Compliance, LLC (“Sovos”), Or One Of Its Customers, Notified You Of A Data Incident, You May Be Eligible For Benefits From A Class Action Settlement.**

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

- A proposed Settlement in the amount of \$3,534,128.50 has been reached in a class action lawsuit known as *In re Sovos Compliance Data Security Incident Action, Case No. 1:23-cv-12100* (“Action”), filed in United States District Court District of Massachusetts.
- The Action alleges that between on or about May 30, 2023, the MOVEit Transfer application used by Defendant Sovos Compliance, LLC was impacted by a zero-day vulnerability that resulted in the unauthorized access to or acquisition of the Private Information of approximately 490,000 individuals (“Data Incident”). Sovos utilizes the MOVEit Transfer application to help various customers deliver unclaimed property services. Sovos maintains that it has defenses to the Action, and that it was prepared to vigorously defend the lawsuit.
- All Settlement Class Members may elect to receive a Cash Payment and Credit Monitoring, and, if applicable, the California Statutory Award, as set forth below:

Cash Payment A or Cash Payment B: Any Settlement Class Member who submits a Valid Claim may elect to receive Cash Payment A in the form of compensation for unreimbursed ordinary losses, fairly traceable to the Data Incident, up to a total of \$2,000 per person, with supporting documentation; compensation for lost time of \$25 per hour, up to five hours (for a total of \$125) with an attestation; and compensation for extraordinary losses, up to a total of \$10,000, for actual documented and unreimbursed monetary loss fairly traceable to the Data Incident (“Cash Payment A”); **or** Cash Payment B in the form of a flat payment in the amount of \$150 (“Cash Payment B”).

California Statutory Claim Payment: In addition to Cash Payment A or Cash Payment B, all California Settlement Subclass Members may also elect to receive the California Statutory Award in the amount of \$100.

Credit Monitoring: In addition to Cash Payment A or Cash Payment B and the California Statutory Claim Payment, if applicable, all Settlement Class Members may also make a Claim for Credit Monitoring.

All Settlement Class Member Benefits may be subject to a *pro rata* increase or decrease depending upon how many Settlement Class Members make Valid Claims and the value of all Settlement Class Member Benefits claimed.

Cash Payments will be made via electronic transfer out of the Net Settlement Fund following the payment of Settlement Administration Costs, Service Awards to Class Representatives of up to \$2500 per Plaintiff, attorneys’ fees to Class Counsel of up to 33.33% of the Settlement Fund, and reimbursement of reasonable costs to Class Counsel.

- Settlement Class Members are:
  - All living individuals residing in the United States who were sent a notice by Sovos or by a Sovos Customer indicating that their Private Information may have been impacted in the Data Incident.
- California Settlement Subclass Members are:
  - All Settlement Class Members residing in California on May 30, 2023.
- Excluded from the Settlement Class are: (a) all persons who are employees, directors, officers, and agents of Sovos or a Sovos Customer, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

**YOUR LEGAL RIGHTS ARE AFFECTED REGARDLESS OF WHETHER YOU DO OR DO NOT ACT.  
READ THIS NOTICE CAREFULLY.**

| <b>YOUR LEGAL RIGHTS &amp; OPTIONS IN THIS SETTLEMENT</b> |   |
|---|---|
| <b>Submit a Claim Form</b>                                | <p><b>You must submit a Valid Claim Form to get a Cash Payment and Credit Monitoring from this Settlement.</b></p> <p>Claim Forms must be submitted online or mailed and postmarked no later than &lt;&lt;Claim Form Deadline&gt;&gt;.</p>  |
| <b>Do Nothing</b>   | <p>If you do nothing, you remain in the Settlement.</p> <p>You also give up your rights to sue Sovos or any of the other Released Parties, including the Sovos Customer(s) that directly or indirectly provided your Private Information to Sovos, and you will not get any of the Settlement Class Member Benefits (cash compensation or offer of free credit monitoring).</p>           |
| <b>Opt-Out of the Settlement</b>                          | <p><b>Get out of the Settlement. Get no Cash Payment or Credit Monitoring. Keep your rights.</b></p> <p>This is the only option that allows you to keep your right to sue for the claims being released in the Settlement. You will not get any money from the Settlement.</p> <p>Your request to opt-out must be mailed and postmarked no later than &lt;&lt;Opt-Out Period&gt;&gt;.</p> |
| <b>File an Objection</b>                                  | <p>Stay in the Settlement but tell the Court why you think the Settlement should not be approved.</p> <p>Objections must be filed with the Court and postmarked no later than &lt;&lt;Objection Period&gt;&gt;.</p>   |
| <b>Go to a Hearing</b>                                    | <p>You can ask to speak in Court about the fairness of the Settlement, at your own expense. See Question 18 for more details.</p> <p>The Final Approval Hearing is scheduled for &lt;&lt;Final Approval Hearing&gt;&gt;, at &lt;&lt;Time&gt;&gt; a.m. ET.</p>   |

**WHAT THIS LONG-FORM NOTICE CONTAINS**

**Basic Information..... Page 3**

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

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

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

**Exclude Yourself..... Pages 5-6**

10. How do I opt-out from the Settlement?
11. If I do opt-out, can I sue later?

- 12. What happens if I do nothing at all?

**The Lawyers Representing You ..... Page 6**

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

**Objecting to the Settlement..... Pages 6-7**

- 15. If I do not like the Settlement, how do I tell the Court?
- 16. What is the difference between objecting and asking to be excluded?

**The Final Approval Hearing..... Pages 7-8**

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

**Get More Information ..... Page 8**

- 20. How do I get more information about the Settlement?

## BASIC INFORMATION

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

You are a Settlement Class Member if you are an individual residing in the United States who was sent a notice by Sovos or by a Sovos Customer indicating that their Private Information may have been impacted in the Data Incident.

You are also a California Settlement Subclass member if you are a Settlement Class Member residing in California on May 30, 2023.

The Settlement Class specifically excludes: (a) all persons who are employees, directors, officers, and agents of Sovos or a Sovos Customer, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

This Long-Form Notice explains the nature of the Action and claims being settled, your legal rights, and the benefits to the Settlement Class.

### 2. What is this case about?

This case is known as *In re Sovos Compliance Data Security Incident Action*, Case No. 1:23-cv-12100, filed in the United States District Court District of Massachusetts. The Persons who sued are called the "Plaintiffs" or "Class Representatives" and the company they sued, Sovos Compliance, LLC, is known as the "Defendant" in this case.

Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of all others whose Private Information was potentially impacted as a result of the Data Incident.

The Action alleges there was unauthorized access to or acquisition of the Private Information of Plaintiffs' and approximately 490,000 Settlement Class Members as a result of unauthorized access to the MOVEit Transfer application that Sovos used on or about May 30, 2023. Sovos utilizes the MOVEit Transfer application to help customers deliver unclaimed property services.

Defendant denies all claims asserted against it in the Action and denies all allegations of wrongdoing and liability.

### 3. Why is there a Settlement?

The Parties agreed to settle the Action and all claims arising out of or related to the allegations or subject matter of the Consolidated Complaint for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Action. The Plaintiffs, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and in the best interest of the Settlement Class. The Court did not decide in favor of the Plaintiffs or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com).

### 4. Why is this a class action?

In a class action, one or more people called "Class Representatives" sue on behalf of all people who have similar claims. All of these people together are the "Settlement Class" or "Settlement Class members."

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

You are included in the Settlement Class if you are an individual residing in the United States who was sent a notice by Sovos or by a Sovos Customer indicating that your Private Information may have been impacted in the Data Incident. If you are not sure whether you are included as a Settlement Class member, or have any other questions about the Settlement, visit [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com), call toll free (XXX) XXX-XXXX, or write to *In re Sovos Compliance Data Security Incident Litigation*, c/o Kroll Settlement Administration, PO Box XXXX, New York, NY 10150-XXXX.

## THE SETTLEMENT BENEFITS

### 6. What does this Settlement provide?

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

#### Cash Payment A

**Compensation for Ordinary Losses:** All Settlement Class Members are eligible to recover up to a total of \$2,000 of Compensation for unreimbursed ordinary losses fairly traceable to the Data Incident that were incurred between May 30, 2023, and the date of the Claim Form Deadline. Settlement Class Members must submit documentation supporting their Claims for ordinary losses. This documentation may include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Ordinary losses can arise from the following categories:

- (i) *Out of pocket expenses incurred* as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
- (ii) *Fees for credit reports, credit monitoring, or other identity theft insurance product* purchased between May 30, 2023, and the date of the Claim Form Deadline that the claimant attests he/she incurred as a result of the Data Incident.

**Compensation for Lost Time:** Settlement Class Members who spent time remedying issues related to the Data Incident may receive reimbursement of \$25 per hour up to five hours (for a total of \$125) with an attestation that includes a brief description of the action(s) taken in response to the Data Incident. No documentation is required.

**Compensation for Extraordinary Losses:** Settlement Class Members are eligible to recover up to a total of \$10,000 of Compensation for extraordinary losses if the extraordinary loss (i) is an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) is fairly traceable to the Data Incident; (iii) occurred after the Data Incident and before the Claim Form Deadline; (iv) is not already covered by one or more of the ordinary loss categories, and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Claims will be subject to review for completeness and plausibility by the Settlement Administrator.

To receive reimbursement from the Net Settlement Fund for any of the above-referenced documented ordinary or extraordinary losses, Settlement Class Members must submit a Valid Claim that includes the necessary supporting documentation.

#### Cash Payment B

Instead of selecting Cash Payment A, a Settlement Class Member may elect to receive Cash Payment B, which is a flat payment in the amount of \$150.

#### California Statutory Claim Payment

In addition to Cash Payment A or Cash Payment B, California Settlement Subclass Members who submit a Valid Claim may also elect to receive the California Statutory Award in the amount of \$100.

#### Credit Monitoring Claims

In addition to Cash Payment A or Cash Payment B and the California Statutory Claim Payment, if applicable, Settlement Class Members may also elect to receive Credit Monitoring with three bureaus. Credit Monitoring will include; (i) real time monitoring of the credit file at all three bureaus; (ii) dark web scanning with immediate notification of potential unauthorized

use; (iii) comprehensive public record monitoring; (iv) identity theft insurance (no deductible); and (v) access to fraud resolution agents to help investigate and resolve instances of identity theft.

### **Pro Rata Adjustment**

Settlement Class Cash Payments and California Statutory Awards will be subject to a *pro rata* increase from the Net Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of the Cash Payments and California Statutory Awards may be reduced *pro rata* accordingly. For purposes of calculating the pro rata increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring and then for Cash Payments and California Statutory Awards. Any *pro rata* increases or decreases to Cash Payments and California Statutory Awards will be on an equal percentage basis. In the unexpected event the value of Credit Monitoring on its own exhausts the amount of the Net Settlement Fund, the length of the Credit Monitoring provided will be reduced as necessary to bring the cost within the Net Settlement Fund.

### **7. How do I submit a Claim Form?**

You must submit a Claim online at the Settlement Website ([www.xxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxx.com)) or send a hard copy Claim Form to the Settlement Administrator at the following address: \_\_\_\_\_ . All Claim Forms will be reviewed by the Settlement Administrator for completeness and plausibility. Claim Forms must be postmarked or submitted online no later than <<Claim Form Deadline>>. For more information, please visit [www.xxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxx.com), or you can call the Settlement Administrator at (XXX) XXX-XXXX for a Claim Form.

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

If you stay in the Settlement Class, you will be eligible to receive the benefits outlined herein, but you will not be able to sue Sovos, nor their past, present, or future direct or indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, or trustees; nor will you be able to sue Sovos' customers or Sovos' customers' past, present, or future direct or indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, or trustees (collectively, "Released Parties") regarding claims relating to the Data Incident.

Please note that companies other than Sovos similarly experienced data incidents relating to the MOVEit Transfer application at or around the same time as the Data Incident. By staying in the class, you will not be releasing any claims relating to such other data incidents. In addition, by staying in the settlement class you will not be releasing any claims against Progress Software or any other non-released party relating to the Data Incident.

The Settlement Agreement, which includes all provisions about Released Claims, releases, and Released Parties, is available at [www.xxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxx.com).

The only way to keep the right to sue the Released Parties regarding the Data Incident is to opt-out of the Settlement (*see* Question 10), otherwise you will be included in the Settlement Class and, if the Settlement is approved, you give up the right to sue for these claims.

### **9. Will the Class Representatives receive compensation?**

Yes. If approved by the Court, the Class Representatives may each receive a Service Award of up to \$2,500, to compensate them for their services and efforts in bringing the Action. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives.

### **EXCLUDE YOURSELF**

### **10. How do I opt-out of the Settlement?**

If you do not want to be included in the Settlement, you must "opt-out" by sending a timely request to opt-out, stating your full name, address, and telephone number. Your request to opt-out must: (a) state your full name, address, and telephone

number; (b) contain your personal and original signature (or the original signature of a person authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on your behalf with respect to a claim or right such as those in the Action); and (c) state your intent to opt-out of the Settlement Class and from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

Your written Request to Opt-Out must be postmarked no later than **<<Opt-Out Period>>** to:

*In re Sovos Compliance Data Security Incident Litigation*  
c/o Kroll Settlement Administration  
PO Box **XXXX**  
New York, NY 10150-**XXXX**

Instructions on how to submit a request to opt-out are available at **www.xxxxxxxxxxxxxx.com** or from the Settlement Administrator by calling **(XXX) XXX-XXXX**.

If you opt-out, you will not be able to receive any of the Settlement Class Member Benefits, and you cannot object to the Settlement at the Final Approval Hearing. You will not be legally bound by anything that happens in the Action, and you will keep your right to sue Defendant on your own for the claims that this Settlement resolves.

**11. If I do not opt-out, can I sue later?**

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

**12. What happens if I do nothing at all?**

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

**THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in the case?**

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

**14. How will the lawyers be paid?**

Class Counsel will file an Application for Attorneys’ Fees, Costs, and Service Awards with the Court. The attorneys’ fees will not exceed 33.33% of the total Settlement Fund. The Settlement Fund is \$3,534,128.50. Class Counsel will also request the payment of reasonable costs incurred in prosecuting the Action. A copy of Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Awards for Class Representatives will be filed with the Court no later than 45 days before the Final Approval Hearing. A copy will be posted on this Settlement Website, **www.xxxxxxxxxxxxxx.com**, before the Final Approval Hearing. The Court will make the final decision as to the amounts to be paid to Class Counsel.

**OBJECTING TO THE SETTLEMENT**

**15. If I do not like the Settlement, how do I tell the Court?**

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an Objection with the Court and serve it on Class Counsel, Sovos’ Counsel, and the Settlement Administrator by **<<Objection Period>>** (the last day of the “Objection Period”) stating why you do not think the Settlement should be approved.

To be valid, each Objection must set forth the following:



- a. the objector’s full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards;
- e. the number of times in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel’s or the counsel’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the preceding 5 years;
- f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i. the objector’s signature (an attorney’s signature is not sufficient).  
Class Counsel and/or Defendant’s Counsel may conduct limited discovery on any objector or objector’s counsel.

Your objection must be filed with the Clerk of Court by <<Objection Period>> (the last day of the “Objection Period”), and must also include the case name and docket number *In re Sovos Compliance Data Security Incident Litigation*, Case No. 1:23-cv-12100 (“Action”). It gets filed in United States District Court District of Massachusetts. The address of the Clerk of Court is as follows:

Office of District Court of Massachusetts Clerk  
<<Court Address>>

In addition, you must concurrently mail or hand deliver a copy of your objection to Class Counsel, Sovos’ Counsel and the Settlement Administrator, mailed and postmarked no later than <<Objection Period>>:

| CLASS COUNSEL   | SOVOS’ COUNSEL  |
|---|---|
| <p>Mason A. Barney<br/>Tyler J. Bean<br/>Siri &amp; Glimstad LLP<br/>745 Fifth Avenue, Suite 500<br/>New York, NY 10151<br/>mbarney@sirillp.com<br/>tbean@sirillp.com</p> <p>and</p> <p>Jeff Ostrow<br/>Kopelowitz Ostrow P.A.<br/>1 West Las Olas Blvd., Ste. 500<br/>Fort Lauderdale, FL 33301<br/>ostrow@kolawyers.com</p> | <p>Michelle L. Visser<br/>Orrick, Herrington &amp; Sutcliffe LLP<br/>405 Howard Street<br/>San Francisco, CA 94105<br/>mvisser@orrick.com</p> |



**SETTLEMENT ADMINISTRATOR***In re Sovos Compliance Data Security Incident Litigation*

c/o Kroll Settlement Administration

PO Box XXXX

New York, NY 10150-XXXX

If you do not submit your objection with all requirements, or if your objection is not timely submitted by <<Objection Period>>, you will be considered to have waived all objections and will not be entitled to speak at the Final Approval Hearing.

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

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you don't want to be part of the Settlement Class. If you opt-out you have no basis to object because the Settlement no longer affects you.

**THE FINAL APPROVAL HEARING****17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing on <<Final Approval Hearing Date>>, <<Time>> a.m. ET in Courtroom \_\_\_\_, of the United States District Court District of Massachusetts <<Court Address>>. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check the website for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of the Settlement Class Members, and if it should be Finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the attorneys' fees and costs requested to be paid to Class Counsel, as well as the request for a Service Award to the Class Representatives.

**18. Do I have to come to the hearing?**

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

If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

**19. May I speak at the hearing?**

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

**GET MORE INFORMATION****20. How do I get more information about the Settlement?**

This is only a summary of the proposed Settlement. If you want additional information about this Action, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's Application for

Attorneys' Fees, Costs, and Service Awards for Class Representatives when available, and more, please visit the Settlement Website, [www.xxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxx.com), or call (XXX) XXX-XXXX. You may also contact the Settlement Administrator at *In re Sovos Compliance Data Security Incident Litigation*, c/o Kroll Settlement Administration, PO Box XXXX, New York, NY 10150-XXXX.

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

# EXHIBIT 4

### Sovos Data Breach Settlement Samples

#### Sample Copy:

Sovos Compliance, LLC Data Breach Settlement

If you were notified by Sovos Compliance, LLC or a Sovos customer that your private information may have been exposed in a data breach of a file transfer app that Sovos uses called MOVEit Transfer, you may be eligible for benefits from a Settlement.

Court Authorized Notice


#### Sample Creative:



**Legal Notice**  
Sponsored

If you were notified by Sovos Compliance, LLC or a Sovos customer that your private information may have been exposed in a data breach of a file transfer app that Sovos uses called MOVEit Transfer, you may be eligible for benefits from a Settlement.

**Sovos Compliance, LLC Data Breach Settlement**



AddURL.com [LEARN MORE](#)

**Sovos Compliance, LLC Data Bre...**  
Court Authorized Notice


Like Comment Share



*Instagram*

**Legal Notice**  
Sponsored

**Sovos Compliance, LLC Data Breach Settlement**



[Learn More](#)

Like Comment Share


If you were notified by Sovos Compliance, LLC or a Sovos customer that your private information may have been exposed in a data breach of a file transfer app that Sovos uses called MOVEit Transfer, you may be eligible for benefits from a Settlement.

### Sovos Data Breach Settlement Samples



**Legal Notice**  
Sponsored

If you were notified by Sovos Compliance, LLC or a Sovos customer that your private information may have been exposed in a data breach of a file transfer app that Sovos uses called MOVEit Transfer, you may be eligible for benefits from a Settlement.



AddURL.com [LEARN MORE](#)


**Sovos Compliance, LLC Data Bre...**  
Court Authorized Notice

[Like](#) [Comment](#) [Share](#)



*Instagram*

**Legal Notice**  
Sponsored



**Learn More**

[♥](#) [💬](#) [📌](#) [🔖](#)

If you were notified by Sovos Compliance, LLC or a Sovos customer that your private information may have been exposed in a data breach of a file transfer app that Sovos uses called MOVEit Transfer, you may be eligible for benefits from a Settlement.

# EXHIBIT 5

\*00000000000000\*

00000000000000

Your Claim must be submitted online or postmarked by: <<Claim Form Deadline>>

**CLAIM FORM FOR SOVOS DATA INCIDENT**

*In re Sovos Compliance Data Security Incident Litigation*  
Case No.: 1:23-cv-12100  
United States District Court District of Massachusetts

SOVOS-C

**USE THIS FORM ONLY IF YOU ARE SETTLEMENT CLASS MEMBER**

**GENERAL INSTRUCTIONS**

If you received Notice of this Settlement, the Settlement Administrator identified you as a Settlement Class Member because your Private Information may have been involved in the Data Incident. You may submit a Claim for Settlement Class Member Benefits, outlined below. Please refer to the Long-Form Notice posted on the Settlement Website, [www.xxxxxxxxxxxx.com](http://www.xxxxxxxxxxxx.com), for more information on submitting a Claim Form.

**To receive Settlement Class Member Benefits for Cash Payment A or Cash Payment B, Credit Monitoring and the California Statutory Claim Payment, if applicable, you must submit the Claim Form below by <<Claim Form Deadline>>.**

This Claim Form may be submitted electronically *via* the Settlement Website at [www.xxxxxxxxxxxx.com](http://www.xxxxxxxxxxxx.com) or completed and mailed to the address below. If you choose to complete and mail in a Claim Form, please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

*In re Sovos Compliance Data Security Incident Litigation*  
*c/o Kroll Settlement Administration LLC*  
PO Box XXXX  
New York, NY 10150-XXXX

**You may submit a Claim for the following Settlement Class Member Benefits**

**Cash Payment A:**

- 1) **Compensation for Ordinary Losses:** All Settlement Class Members are eligible to recover up to a total of \$2,000 of compensation for unreimbursed ordinary losses fairly traceable to the Data Incident that incurred between May 30, 2023, and the date of the Claim Form Deadline. Settlement Class Members must submit documentation supporting their Claims for ordinary losses, and such losses must not have been previously reimbursed or subject to reimbursement by insurance or a third party. The ordinary losses claimed must also be reasonably described and supported by an attestation under penalty of perjury, which is part of this Claim Form.
- 2) **Compensation for Lost Time:** Settlement Class Members who spent time remedying issues related to the Data Incident may also receive reimbursement of \$25 per hour up to five hours (for a total of \$125), with an attestation that includes a brief description of the action(s) taken in response to the Data Incident. No documentation is required.
- 3) **Compensation for Extraordinary Losses:** Settlement Class Members are also eligible to recover up to a total of \$10,000 of compensation for extraordinary losses if the extraordinary loss: (i) is an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) is fairly traceable to the Data Incident; (iii) occurred after the Data Incident and before the Claim Form Deadline; (iv) is not already covered by one or more of the ordinary loss categories, and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

**OR**

**Cash Payment B:**

In the alternative to Cash Payment A above, Settlement Class Members may make a Claim for Cash Payment B, which is a flat payment in the amount of \$150.

\*00000000000000\*

00000000000000

**Your claim must be submitted online or postmarked by: <<Claim Form Deadline>>**

**CLAIM FORM FOR SOVOS DATA INCIDENT**

*In re Sovos Compliance Data Security Incident Litigation*  
Case No.: 1:23-cv-12100  
United States District Court District of Massachusetts

**SOVOS-C**

**AND IF APPLICABLE TO YOU:**

California Statutory Award: In addition to Cash Payment A or Cash Payment B, California Settlement Subclass members may also elect to receive the California Statutory Award in the amount of \$100.

**AND**

In addition to Cash Payment A or Cash Payment B, and the California Statutory Award, if applicable, you may also submit a Claim for Credit Monitoring.

**Credit Monitoring:**

In addition to Cash Payment A or Cash Payment B and the California Statutory Claim, if applicable, Settlement Class Members may also elect Credit Monitoring that will include; (i) real time monitoring of the credit file at all three bureaus; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) medical identity monitoring; (v) identity theft insurance (no deductible); and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft.

**Pro Rata Adjustments**

Settlement Class Cash Payments and California Statutory Awards will be subject to a *pro rata* increase from the Net Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of the Cash Payments and California Statutory Awards may be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring and then for Cash Payments and California Statutory Awards. Any *pro rata* increases or decreases to Cash Payments and California Statutory Awards will be on an equal percentage basis. In the unexpected event the value of Credit Monitoring on its own exhausts the amount of the Net Settlement Fund, the length of the Credit Monitoring provided will be reduced as necessary to bring the cost within the Net Settlement Fund.



\*00000000000000\*

00000000000000

Your claim must be submitted online or postmarked by: <<Claim Form Deadline>>

CLAIM FORM FOR SOVOS DATA INCIDENT

In re Sovos Compliance Data Security Incident Litigation Case No.: 1:23-cv-12100 United States District Court District of Massachusetts

SOVOS-C

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

ALL INFORMATION IS REQUIRED

Address 1

Address 2

City

State

Zip Code

Email : \_\_\_\_\_@\_\_\_\_\_

Telephone Number: ( \_\_\_\_ \_\_\_\_ \_\_\_\_ ) \_\_\_\_ \_\_\_\_ \_\_\_\_ - \_\_\_\_ \_\_\_\_ \_\_\_\_

II. PROOF OF DATA INCIDENT SETTLEMENT CLASS MEMBERSHIP

Check this box to certify you are an individual residing in the United States who was sent a notice by Sovos or by a Sovos Customer indicating your Private Information may have been impacted in the Data Incident.

Enter the Class Member ID Number provided on your Postcard Notice or in your Email Notice or the last four digits of your Social Security Number:

Class Member ID : 0 0 0 0 \_\_\_\_\_

III. PAYMENT SELECTION

All Cash Payments and California Statutory Awards will be paid by electronic payment. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

Questions? Go to www.xxxxxxxxxxxxxxxxxx.com or call (XXX) XXX-XXXX.

\*00000000000000\*

00000000000000

Your claim must be submitted online or postmarked by: <<Claim Form Deadline>>

**CLAIM FORM FOR SOVOS DATA INCIDENT**

*In re Sovos Compliance Data Security Incident Litigation*  
 Case No.: 1:23-cv-12100  
 United States District Court District of Massachusetts

**SOVOS-C**

**IV. CASH PAYMENT A**

**DO NOT COMPLETE THIS SECTION IF YOU WANT TO SELECT THE CASH PAYMENT B OPTION OF \$150 BELOW.**

**COMPENSATION FOR ORDINARY LOSSES**

Settlement Class Members not selecting the flat Cash Payment B option of \$150 may claim up to \$2,000 by submitting a valid and timely Claim Form and reasonable supporting documentation for ordinary losses fairly traceable to the Data Incident that occurred between May 30, 2023, and the date of the Claim Form Deadline. This documentation may include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Ordinary losses can arise from the following categories:

- (i) *Out of pocket expenses incurred* as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
- (ii) *Fees for credit reports, credit monitoring, or other identity theft insurance product* purchased between May 30, 2023, and the date of the Claim Form Deadline that the claimant attests he/she incurred as a result of the Data Incident.

**You must submit documentation to obtain this reimbursement.**

I have attached documentation showing that the claimed losses were fairly traceable to the Data Incident.

| Description of the Loss                             | Date of Loss                | Amount  | Description of Supporting Documentation          |
|---|-----------------------------|---------|--|
| Example:<br>Identity Theft Protection Service       | 0 7 - 1 7 - 2 0<br>MM DD YY | \$50.00 | Copy of identity theft protection service bill   |
| Example:<br>Travel expenses resulting from a breach | 0 2 - 3 0 - 2 1<br>MM DD YY | \$25.00 | Copy of receipts for travel and related expenses |
|   | - -<br>MM DD YY             | \$ .    |  |
|   | - -<br>MM DD YY             | \$ .    |  |
|   | - -<br>MM DD YY             | \$ .    |  |
|   | - -<br>MM DD YY             | \$ .    |  |

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

\*00000000000000\*

00000000000000

**Your claim must be submitted online or postmarked by: <<Claim Form Deadline>>**

**CLAIM FORM FOR SOVOS DATA INCIDENT**

**SOVOS-C**

*In re Sovos Compliance Data Security Incident Litigation*  
Case No.: 1:23-cv-12100  
United States District Court District of Massachusetts

**COMPENSATION FOR LOST TIME**

All Settlement Class Members may also claim up to 5 hours of lost time, at \$25 an hour (for a maximum of \$125), for time spent dealing with the Data Incident. All such lost time must be reasonably described and supported by an attestation that the time spent was reasonably incurred dealing with the Data Incident. No supporting documentation is required.

Hours claimed (up to 5 hours – check one box)    1 Hour    2 Hours    3 Hours    4 Hours    5 Hours

I attest and affirm to the best of my knowledge and belief that any claimed lost time was spent related to the Data Incident.

**COMPENSATION FOR EXTRAORDINARY LOSSES**

Compensation for extraordinary losses, up to a total of \$10,000, per Settlement Class Member, if the extraordinary loss:

- (i) is an actual, documented and unreimbursed monetary loss due to fraud or identity theft;
- (ii) is fairly traceable to the Data Incident;
- (iii) occurred after the Data Incident and before the Claim Form Deadline;
- (iv) is not already covered by one or more of the ordinary loss categories, and
- (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

**You must submit documentation to obtain this reimbursement.**

I have attached documentation showing that the claimed losses were fairly traceable to the Data Incident.

| Description of the Loss  | Date of Loss                          | Amount    | Description of Supporting Documentation                          |
|--|---------------------------------------|-----------|--|
| Example:<br>Arrested based on mistaken identity                          | 0 7 – 1 7 – 2 0<br>MM      DD      YY | \$50.00   | Documentation of arrest and associated costs to remedy situation |
| Example:<br>Fees paid to a professional to remedy a falsified tax return | 0 2 – 3 0 – 2 1<br>MM      DD      YY | \$25.00   | Copy of the professional services bill                           |
|  | –      –<br>MM      DD      YY        | \$      ● |  |
|  | –      –<br>MM      DD      YY        | \$      ● |  |
|  | -      -<br>MM      DD      YY ●      | \$      ● |  |
|  | –      –<br>MM      DD      YY        | \$      ● |  |

\*00000000000000\*

00000000000000

Your claim must be submitted online or postmarked by: <<Claim Form Deadline>>

CLAIM FORM FOR SOVOS DATA INCIDENT

In re Sovos Compliance Data Security Incident Litigation Case No.: 1:23-cv-12100 United States District Court District of Massachusetts

SOVOS-C

V. CASH PAYMENT B

By checking the below box, I choose a cash payment of \$150 in the alternative to Cash Payment A.

NOTE: YOU MAY NOT FILE FOR COMPENSTATION FOR ORDINARY LOSSES, COMPENSATION FOR LOST TIME, OR COMPENSATION FOR EXTRAORDINARY LOSSES IF YOU ARE FILING FOR THE CASH PAYMENT B CLAIM IN THIS SECTION.

[ ] Yes, I choose Cash Payment B of \$150 in the alternative of Cash Payment A.

VI. CALIFORNIA STATUTORY CLAIM PAYMENT

By checking the below box, I elect a California Statutory Award of \$100 in addition to the Claims above.

NOTE: YOU MUST BE A CALIFORNIA SETTLEMENT SUBCLASS MEMBER TO MAKE AN ELECTION.

[ ] I attest and affirm that I was residing in California on May 30, 2023.

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

VII. CREDIT MONITORING CLAIM

By checking the below box, I choose, in addition to Cash Payment A or Cash Payment B and the California Statutory Claim Payment (if applicable) to make a Claim for Credit Monitoring that will include: (i) real time monitoring of the credit file; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) medical identity monitoring; (v) identity theft insurance (no deductible); and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft.

[ ] Check this box to certify that you elect and are eligible to receive a credit monitoring and identity theft protection product for 3 years because you did not previously accept the credit monitoring and identity theft protection services offered by Sovos or a Sovos Customer in connection with the Settlement Class Member's Data Incident.

[ ] Check this box to elect to receive a credit monitoring and identity theft protection product for 1 year.

VIII. ATTESTATION & SIGNATURE

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

Signature \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

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

# EXHIBIT 6

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

---

*In re Sovos Compliance Data Security Incident  
Litigation*

Case No. 1:23-cv-12100 (“Master Docket”)

---

**[PROPOSED] PRELIMINARY APPROVAL ORDER**

WHEREAS, this Action<sup>1</sup> is a putative class action before this Court;

WHEREAS, Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Sovos Compliance, LLC, have entered into the Settlement Agreement, which is subject to review and approval by the Court under Federal Rule of Civil Procedure 23, and which, together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against Sovos should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed an unopposed motion requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) appoint Plaintiffs as Class Representatives; (3) appoint counsel listed in paragraph 19 of the Settlement as Class Counsel; (4) preliminarily approve the Settlement; (5) approve the Notice Program and Notices and direct that Notice be sent to the Settlement Class members; (6) approve the Claim Form and Claims process; (7) order the Settlement’s opt-out and objection procedures; (8) appoint the Settlement Administrator; (9) stay

---

<sup>1</sup> The capitalized terms used herein are defined and have the same meaning as used in the Settlement unless otherwise stated.

all deadlines in the Action pending Final Approval of the Settlement; (10) enjoin and bar all members of the Settlement Class from initiating or continuing in any litigation or asserting any claims against Sovos and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) set a date for the Final Approval Hearing; and

WHEREAS, the Court having reviewed the Motion along with the Settlement and its exhibits and finding that substantial and efficient grounds exist for entering this Preliminary Approval Order granting the relief requested.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Settlement Class Certification:** Pursuant to Federal Rules of Civil Procedure Rules 23(a) and 23(b)(3), and for purposes of settlement only, the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

All living individuals in the United States who were sent a notice by Sovos or by a Sovos Customer indicating that their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Sovos or a Sovos Customer, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

In addition, the Court preliminarily certifies a California Settlement Subclass, which is comprised of all members of the Settlement Class residing in California.

2. **Settlement Fund:** The Settlement provides for a non-reversionary \$3,534,128.50 common cash Settlement Fund for the benefit of the Settlement Class that Sovos is obligated to pay under the Settlement. The Settlement Fund will be used to pay all Settlement Class Member Benefits; Settlement Administration Costs; any Court-approved attorneys' fees and costs to Class Counsel; and any Court-approved Service Awards to Plaintiffs for serving as Class

Representatives. Within 10 days following Preliminary Approval, Sovos shall cause the Settlement Fund to be funded in an amount equal to the estimate of Settlement Administration Costs previously provided to Sovos by the Settlement Administrator. The remaining payment is subject to the Court's entry of Final Approval. Aside from its obligation to fund the Settlement Fund, Sovos shall not be responsible for any other payments.

3. Pursuant to Fed. R. Civ. P. 23(e), the terms of the Settlement (and the Settlement provided for therein) are preliminarily approved and likely to be approved at the Final Approval Hearing because:

- (A) the class representatives and class counsel have adequately represented the Settlement Class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
  - (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

4. **Settlement Class Findings:** The Court finds, for purposes of settlement only, and without any adjudication on the merits, that the prerequisites for certifying the Action as a class action under Federal Rules of Civil Procedure 23(a) and 23(b)(3) have been satisfied, and that the Court will likely certify at the Final Approval stage a Settlement Class.

5. As to Rule 23(a), the Court finds that: (a) the number of Settlement Class members is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the proposed Class Representatives are typical of the claims of the Settlement Class; (d) the proposed Class Representatives and Class Counsel have and will



fairly and adequately represent the interests of the Settlement Class.

6. As to Rule 23(b)(3), the Court finds that questions of law and fact common to the Settlement Class predominate over any questions affecting individual members. Also, a class action is superior to other available methods for fairly and efficiently adjudicating the Action taking into consideration: (i) the lack of evidence of any intent among the Settlement Class members to individually control the prosecution of separate actions; (ii) other than the Related Actions, the Parties' not being aware of any litigation concerning the controversy already begun by Settlement Class members other than the proposed Class Representatives; (iii) the small value of the claims of many of the individual Settlement Class members making the pursuit of individual actions cost prohibitive for most Settlement Class members; and (iv) the similarity of the Settlement Class members' claims involving substantially identical proofs. *See* Fed. R. Civ. P. 23(b)(3).

7. **Appointment of Class Representatives and Class Counsel:** The Court hereby finds and concludes pursuant to Fed. R. Civ. P. 23(a)(4), and for purposes of settlement only, that Plaintiffs, Sergei Stadnik, Julianne Yenca, James Lawler, and Tony Anderson are adequate class representatives and appoints them as Class Representatives for the Settlement Class.

8. In appointing class counsel, Federal Rule of Civil Procedure 23(g) requires the Court to consider (1) the work counsel has done in identifying or investigating potential claims in the action, (2) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action, (3) counsel's knowledge of applicable law, and (4) the resources counsel will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A). The Court may also consider any other matter pertinent to counsel's ability to represent the class. Fed. R. Civ. P. 23(g)(1)(B). The Court finds that proposed Class Counsel from the law firms of Siri & Glimstad

LLP and Kopelowitz Ostrow P.A. have expended a reasonable amount of time, effort, and expense investigating the Data Incident. It is clear from their track record of success, as outlined in their resumes, that Class Counsel are highly skilled and knowledgeable concerning class action practice. For purposes of the Settlement only, and pursuant to Federal Rule of Civil Procedure 23(g)(1), the Court appoints the following as Class Counsel to act on behalf of the Settlement Class and the Class Representatives with respect to the Settlement:

Mason A. Barney  
Tyler J. Bean  
Siri & Glimstad LLP  
745 Fifth Avenue, Suite 500  
New York, NY 10151  
mbarney@sirillp.com  
tbean@sirillp.com

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

9. **Preliminary Approval of the Settlement:** The Court hereby preliminarily approves the Settlement, as embodied in the Agreement, as being fair, reasonable, and adequate, and in the best interest of the named Plaintiffs and the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below. The Court finds the Settlement meets the considerations set forth in Rule 23(e)(2).

10. **Settlement Administrator:** Class Counsel are authorized to use Kroll Settlement Administration LLC as the Settlement Administrator to supervise and administer the Notice Program, as well as to administer the Settlement should the Court grant Final Approval.

11. **Approval of Notice Program and Notices:** The Court approves, as to form and content, the Notice Program, including the Email Notice, Postcard Notice, and Long Form Notice,

substantially in the forms attached as Exhibits to the Settlement. The Court finds that the Notice Program: (a) is the best notice practicable under the circumstances; (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases contained therein), and their right to opt-out of or to object to the proposed Settlement and appear at the Final Approval Hearing; (c) constitutes due, adequate, and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (d) satisfies the requirements of Federal Rule of Civil Procedure 23, due process, the rules of this Court, and all other applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Email Notice, Postcard Notice, and Long Form Notice, respectively, before they are emailed, mailed, or published.

12. **Claim Form and Claims Process:** The Court approves the Claim Form as set forth in the Settlement, and the Claims process to be implemented by the Settlement Administrator. The Claim Form is straightforward and easy to complete, allowing each Settlement Class Member to elect the alternative Settlement Class Member Benefits, Should the Court grant Final Approval to the Settlement, Settlement Class Members who do not opt-out of the Settlement shall be bound by its terms even if they though do not submit Claims.

13. **Dissemination of Notice and Claim Forms:** The Court directs the Settlement Administrator to disseminate the Notices and Claim Form as approved herein. Class Counsel and Sovos' counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this order or the Settlement, including making, without the Court's further approval, minor form or content changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

14. **Opt-Outs from the Settlement Class:** The Notice shall provide that any member of the Settlement Class who wishes to opt out from the Settlement Class must request exclusion in writing within the time and manner set forth in the Notice. The Notices shall provide that opt-out requests must be sent to the Settlement Administrator and be postmarked no later than 30 days before the original date set for the Final Approval Hearing (the last day of the Opt-Out Period). The opt-out request must be personally signed by the Settlement Class member and contain the name, postal address, email address (if any), telephone number, a brief statement identifying membership in the Settlement Class, and a statement that indicates a desire to be excluded from the Settlement Class. The letter can simply say, “I hereby elect to opt out of the Settlement in *In re Sovos Compliance Data Security Incident Litigation* class action.” If submitted by mail, an opt-out request shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an opt-out request shall be deemed to have been submitted on the shipping date reflected on the shipping label.

15. Any Settlement Class member who timely and validly opts-out from the Settlement Class shall, provided the Court grants Final Approval: (a) be excluded from the Settlement Class by Order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits. Any Settlement Class member who does not timely and validly request to opt-out shall be bound by the terms of this Settlement.

16. **Objections to the Settlement:** The Notice shall also provide that any Settlement Class Member who does not opt-out from the Settlement Class may object to the Settlement and/or the Application for Attorneys’ Fees, Costs, and Service Awards. Objections must be filed with the

Clerk of the Court and mailed to the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted on behalf of a Settlement Class Member no later than 30 days before the original date set for the Final Approval Hearing (the last day of the Objection Period). When submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

17. For an objection to be considered by the Court, the objection must also set forth:
  - a. the objector's full name, address, email address (if any), and telephone number;
  - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
  - c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling on the objector's prior objections that were issued by the trial and appellate courts in each listed case;
  - d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Application for Approval of Attorneys' Fees, Costs and Service Awards;
  - e. the number of times in which the objector's counsel and/or counsel's law

firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

f. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

g. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;

i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

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

18. Class Counsel and/or Sovos' counsel may conduct limited discovery on any objector consistent with the Federal Rules of Civil Procedure, and respond in writing to the objections prior to the Final Approval Hearing.

19. Any Settlement Class Member who does not make an objection in the manner provided herein shall be deemed to have waived the right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards and, if Final Judgment is entered, shall forever be barred and foreclosed from raising such objections in this or any other

proceeding and from challenging or opposing, or seeking to reverse, vacate, or modify, the Final Judgment or any aspect thereof.

20. **Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards:** Class Counsel intends to seek an award of up to 33.33% of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, and Service Awards for the Class Representatives of \$2,500.00 each to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

21. Class Counsel shall file their Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards no later than 45 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys' fees and costs and Service Awards for the Class Representatives. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all of the requirements listed in the Settlement and in this order.

22. **Termination:** If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class members, and Sovos, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

23. **Stay:** All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Settlement and this

Preliminary Approval Order.

24. Upon the entry of this order, with the exception of Class Counsel, Sovos' Counsel, Sovos, and the Class Representatives implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Sovos and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

25. **Jurisdiction:** For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

26. **Final Approval Hearing:** The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2024 at \_\_\_\_\_ a.m./p.m. The Final Approval Hearing will be conducted for the following purposes: (a) to determine whether the proposed Settlement, on the terms and conditions provided for in the Settlement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of Final Judgment should be entered dismissing the Action on the merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund is fair and reasonable and should be approved; (d) to determine whether any requested award of attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on



the Settlement Website.

27. **Schedule:** The Court hereby sets the following schedule of events:

| Event  | Date  |
|--|---|
| Notice Program Begins  | 30 days after Preliminary Approval                  |
| Notice Program Complete  | 60 days before original Final Approval Hearing      |
| Deadline to File Motion for Final Approval, and Application for Attorneys' Fees , Costs, and Service Award | 45 days before original Final Approval Hearing date |
| Opt-Out Deadline   | 30 days before original Final Approval Hearing      |
| Objection Deadline   | 30 days before original Final Approval Hearing      |
| Deadline to Respond to Objections  | 15 days before original Final Approval Hearing      |
| Deadline to Submit Claim Forms   | 90 days from date Notice Program begins             |
| Final Approval Hearing   | _____, 2024<br>at __: __ a.m./p.m.                  |

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
HONORABLE ANGEL KELLEY  
UNITED STATES DISTRICT JUDGE

# EXHIBIT B

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
EASTERN DIVISION

---

IN RE SOVOS COMPLIANCE DATA  
SECURITY INCIDENT LITIGATION

Case No. 1:23-CV-12100 (“Master Docket”)

CLASS ACTION

---

**JOINT DECLARATION OF CLASS COUNSEL IN SUPPORT OF PLAINTIFFS’  
UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT  
AND APPLICATION FOR ATTORNEYS’ FEES, COSTS, AND SERVICE AWARDS**

We, Mason Barney, Tyler Bean, and Jeff Ostrow, being competent to testify, make the following declaration:

1. We are proposed Class Counsel under the proposed Settlement with Sovos Compliance, LLC being presented to the Court for Final Approval. We submit this declaration in support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys’ Fees, Costs, and Service Awards. We have personal knowledge of the facts set forth herein and could testify competently as to them if called upon to do so.

2. Our experience is outlined in our resumes attached as *Exhibit 1-2*.

3. This Action arises out of a data breach wherein the Private Information, including Social Security numbers, of approximately 490,000 individuals was stolen by cybercriminals on or about May 30, 2023.

4. On September 13, 2023, Plaintiff Sergei Stadnik filed the initial Complaint in this Action, which asserted causes of action against Sovos for (1) negligence; (2) negligence per se; (3) breach of third-party beneficiary contract; (4) unjust enrichment; and (5) declaratory judgment, all arising out of Sovos’ failure to use reasonable measures to protect the Private Information of Plaintiff

and Class Members.

5. On September 23, 2023, Plaintiff Julianne Yenca filed *enca v. Sovos Compliance, LLC*, Case No. 1:23-cv-12174 (the “*enca* Action”) in this District, with allegations materially and substantively identical to those in this Action, arising out of Sovos’ failure to adequately secure Plaintiff Stadnik’s and Class Members’ Private Information. The *enca* Action asserted causes of action for (1) negligence; (2) breach of implied contract; (3) breach of third-party beneficiary contract; and (4) unjust enrichment.

6. On October 17, 2023, Plaintiffs Stadnik and Yenca filed an Unopposed Motion to Consolidate Cases and Appoint Interim Class Counsel seeking to, among other things, consolidate the *Stadnik* Action with the *enca* Action also pending in this District, which was granted by Order of this Court on November 13, 2023.

7. The Order Consolidating Cases and Appointing Interim Co-Lead Counsel (a) consolidated the *enca* Action into this Action under the title *In re Sovos Compliance Data Security Incident Litigation*; and (b) appointed Mason A. Barney of Siri & Glimstad LLP and Jeff Ostrow of Kopelowitz Ostrow P.A. Interim Co-Lead Counsel under Federal Rule of Civil Procedure 23(g)(3).

8. In early November 2023, the Parties agreed to mediate before experienced data breach mediator, Bruce Friedman, Esq., of JAMS, before which the parties engaged in informal discovery.

9. On November 28, 2023, the Parties participated in a full-day, private mediation. Although no settlement was reached that day, the Parties continued to negotiate resulting in Sovos accepting Plaintiff’s last, best and final offer, on November 30, 2023.

10. In reaching this resolution, settlement Class Counsel was also able to utilize their significant experience in class action litigation and having negotiated hundreds of class action settlements – including dozens of complex data breach settlements.

11. On December 2, 2023, the Parties filed a Consolidated Complaint.

12. Thereafter, on the same date, the Parties filed a Notice of Class-Wide Settlement advising the Court the Parties resolved the claims on a class-wide basis.

13. On December 8, 2023, the Parties signed the Agreement.

14. Class Counsel filed their Unopposed Motion for Preliminary Approval of Settlement on December 8, 2023.

15. This Court heard oral argument on the Unopposed Motion for Preliminary Approval of Settlement on February 6, 2024, and granted that motion on February 12, 2024, setting a Final Approval Hearing for July 23, 2024.

16. A single objection to the Settlement was filed by David Green on May 13, 2024, which is addressed in depth in the Memorandum in Support of Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards.

17. The Settlement is a strong result for the Settlement Class and the amount of the Settlement Fund compared to the number of Settlement Class members is in line with or exceeds the majority of data breach settlements. Accounting for the total number of Settlement Class members, the per member estimated payment to Settlement Class members will be \$7.14 (\$3,534,128.50 Settlement Fund divided by 494,892 Settlement Class members).

18. Plaintiffs faced significant risks and costs should they have continued with the Action.

19. There was a risk Plaintiffs' claims would not have survived, or survived in full, on a class-wide basis after a motion to dismiss, motion for summary judgment, and/or *Daubert* motions on damages methodologies, among other motions.

20. The damages methodologies, while theoretically sound in Plaintiffs' view, remain untested in a disputed class certification setting and unproven in front of a jury. In the instant matter, these concerns were particularly heightened by the fact that Sovos maintains the threat actor represented it deleted the stolen data, meaning the risk of future harm to Plaintiffs and the Settlement Class may have been significantly reduced when compared to other data breach actions.

21. Time was not on the Settlement Class members' side. While the Parties would be fighting through the foregoing issues, potentially for years to come, the Settlement Class members would be exposed to the ongoing risk of identity theft without the protection of credit monitoring offered by the instant Settlement. Thus, a reasonable settlement is more practical than facing the risks of no recovery at all after years of litigation.

22. In contrast to the risk, cost, and delay posed by proceeding to trial, if it is approved, the Settlement will provide certain, substantial, and immediate relief to the Settlement Class. It ensures that Settlement Class Members with Valid Claims will receive guaranteed compensation now, provides Settlement Class Members with access to valuable and useful Credit Monitoring services and other benefits that may not have been available at trial, and regarding security measures to protect Settlement Class Member's data that may remain with the company. *Id.* Based on the foregoing, it is settlement Class Counsel's well-informed opinion that, given the uncertainty and further substantial risk and expense of pursuing the Action through contested class certification proceedings, trial and appeal, the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. Plaintiffs likewise believe the Settlement is favorable to their fellow Settlement Class members. Accordingly, the substantial costs, risk, and delay of a trial and appeal support a finding that the proposed Settlement is adequate.

23. Our work in this matter included investigating the cause and effects of the Data Incident, interviewing potential clients, evaluating the potential class representatives, contributing to the evaluation of the merits of the case before filing the *Stadnik* and *enca* complaints; conducting legal research; conducting extensive research into data security incidents and their causes and effects, conducting further extensive research into data security practices and standards across similar platforms and industries; drafting and filing the Consolidated Complaint; conducting informal discovery regarding the Data Incident; reviewing Defendant's documents and information produced prior to the mediation and analyzing those documents and information; drafting a detailed mediation summary, preparing for and participating in a formal mediation presided over by Mr. Friedman; drafting a term sheet, the Settlement Agreement, the relevant notices of Settlement, the Motion for Preliminary Approval, and the instant Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Expenses, and Service Awards; communicating with defense counsel and the Settlement Administrator on a regular basis; updating and handling questions from our proposed Class Representatives; overseeing the launch and completion of the Notice Program with substantial interaction with the Settlement Administrator; and overseeing the Claims

process. We have also conferred with our colleagues and with each other regarding strategy and case status, while being mindful to avoid duplicative efforts within our Firms.

24. Continuing through today, we have continued to work with Defendant and the Settlement Administrator regarding administration and processing of the claims, as well as answering Settlement Class members' questions about the Settlement and corresponding Claims process. Based on our past experience, we and our Firms expect to spend at least another 40 hours seeking final approval, defending the Settlement from the current and any potential objections, and supervising Claims administration and the distribution of the Settlement Fund.

25. As of the date of today's filing, we have received only one objection to the Settlement Agreement, generally, and no objections to the proposed attorneys' fees and expenses (the amount of which was made known to the Class via the Court-approved notice program). Additionally, it is our understanding from Kroll that, of the 494,892 Settlement Class members, only 13 have opted-out from the Settlement. A declaration from Kroll detailing the notice and claims administration process is being submitted with Plaintiffs' Unopposed Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards.

26. Our firms prosecuted this case on a purely contingent basis. As such, Class Counsel assumed a significant risk of nonpayment or underpayment.

27. This Action has required us and other attorneys at our firms to spend time on this litigation that could have been spent on other matters. At various times during the litigation of this Action, significant amounts of our time and our Firms' time have been consumed.

28. Because Class Counsel undertook representation of this matter on a contingency-fee basis, we shouldered the risk of expending substantial costs and time in litigating the Action without any monetary gain in the event of an adverse judgment.

29. We devoted a significant amount of time to prosecuting Plaintiffs' claims efficiently and effectively to ensure that the best possible outcome for the Settlement Class could be achieved. As a result, Settlement Class Counsel's lodestar is reasonable.

30. Our firms invested a combined total of 452.70 hours in the litigation thus far on the

investigation and litigation tasks summarized above, which is appropriate for this type of class action.

31. Based on Siri & Glimstad LLP's and Kopelowitz Ostrow P.A.'s hourly rates, Class Counsel's current lodestar is \$312,163.00, meaning a lodestar multiplier of 3.77 supports the requested attorneys' fee award.

32. Litigation is inherently unpredictable. Here, the risk was very real, due to the rapidly evolving nature of case law pertaining to data breach litigation, and the current state of data privacy law. Therefore, despite Class Counsel's devotion to the Action, and our confidence in the claims alleged against Defendant, there are factors beyond our control that posed significant risks.

33. The fees contemplated under Class Counsel's representation agreements for cases in this District and elsewhere generally fall within the 33% to 40% range. As such, Class Counsel's request for fees is reasonable. Class Counsel's fees were not guaranteed—the retainer agreements counsel had with Plaintiffs did not provide for attorneys' fees apart from those earned on a contingent basis, and, in the case of a class settlement, approved by the court.

34. Class Counsel has worked efficiently to obtain this significant Settlement for the Settlement Class, and we have done so at hourly rates that are comparable to the hourly rates of lawyers at other law firms whose practices are focused on data breach class litigation.

35. Class Counsel routinely survey hourly rates charged by lawyers around the country in published surveys and review continuously, as part of our continuing education, opinions rendered by courts on attorneys' fee requests. Based upon our research, our rates are within the range of lawyers with our level of experience practicing in this area of law.

36. Indeed, our hourly rates have been recently approved by federal courts around the country, including in data breach settlements similar to this one.

37. Specifically, the total amount of time expended by our Firms is listed below:

| <b>Firm</b>            | <b>Hours</b> | <b>Total Time Billed</b> |
|------------------------|--------------|--------------------------|
| Siri & Glimstad, LLP   | 212.90       | \$127,063.00             |
| Kopelowitz Ostrow P.A. | 239.80       | \$185,100.00             |



|              |               |                   |
|--------------|---------------|-------------------|
| <b>TOTAL</b> | <b>452.70</b> | <b>312,163.00</b> |
|--------------|---------------|-------------------|

38. Additional time will be spent attending the Final Approval Hearing, defending any potential appeals taken from a final judgment approving the Settlement and ensuring that the Claims process and distribution of the Net Settlement Fund to Settlement Class Members is done in a timely manner in accordance with the terms of the Settlement. Based upon our past experience, we estimate that another 40 hours of attorney time will be reasonably expended on the Action.

39. We assert the attorneys' fees sought are fair and reasonable for undertaking this case on a contingency basis, and for obtaining relief for Plaintiffs and the Settlement Class.

40. Where possible, Class Counsel made efforts to carefully assign work so as to avoid duplication of efforts and have the work completed by the appropriate level of attorney.

41. All books and records in this case regarding costs expended were maintained in the ordinary course of business, from expense vouchers and check records.

42. Our Firms have accrued the following costs pertaining to this Action:

| <b>Cost Description</b>  | <b>Amount</b>    |
|--|------------------|
| Civil Case Opening Fee (S&G)   | \$402.00         |
| Service On Defendant (S&G)   | \$120.00         |
| Lexis Nexis Charges for October 2023 through May 2024 (S&G)                    | \$395.81         |
| Jams, Inc.- Deposit for Mediation (S&G)  | \$8,500.00       |
| Pro Hac Vice Admission Fee for Mason Barney, Tyler Bean, and Jeff Ostrow (S&G) | \$375.00         |
| Travel Expenses of Mason Barney for Preliminary & Final Approval (S&G)         | \$1548.45        |
| Civil Case Opening Fee (KO)  | \$402.00         |
| Service on Defendant (KO)  | \$120.00         |
| Travel Expenses of Jeff Ostrow for Preliminary and Final Approval              | 1,677.90         |
| <b>TOTAL</b>   | <b>13,541.16</b> |

43. These costs were reasonable and necessary for the litigation, and are modest in

comparison to the enormous costs that likely would have been incurred if litigation had continued. Reimbursement of these costs is sought in addition to the \$1,177,925.02 in attorneys' fees being requested. Based upon our past experience, the amount of out-of-pocket case costs will increase prior to Final Approval and will include additional travel expenses to appear at the Final Approval Hearing.

44. The Settlement Agreement also calls for reasonable service awards to Plaintiffs in the amount of \$2,500.00 each, subject to approval of the Court, in addition to any benefits provided to Settlement Class Members. The Service Awards are meant to recognize Plaintiffs for their efforts on behalf of the Settlement Class, including assisting in the investigation of the case, maintaining contact with Class Counsel, reviewing the pleadings, answering Class Counsel's many questions, communicating with Class Counsel during and following the Settlement negotiations, and reviewing the terms of the Settlement Agreement. Plaintiffs also put their personal reputations at risk by being named in the Consolidated Complaint, putting themselves forward for public scrutiny. Plaintiffs were not promised a service award, nor did they condition their representation on the expectation thereof.

45. We strongly believe that the Settlement is favorable for the Settlement Class. The Settlement addresses the types of injury and repercussions sustained by Settlement Class members in the wake of the Data Incident. The Settlement was achieved in a case that was both risky and complex. In the opinion of the undersigned, the settlement is fair, reasonable, adequate, and the request for attorneys' fees and costs and Service Awards should be granted.

We declare under penalty of perjury that the foregoing is true and correct.

Executed this 6th day of June, 2024, at New York, New York.

/s/ Mason Barney  
Mason Barney

Executed this 6th day of June, 2024, at Oklahoma City, Oklahoma.

/s/ Tyler Bean  
Tyler Bean

Executed this 6th day of June, 2024, at Ft. Lauderdale, Florida.

/s/ Jeff Ostrow  
Jeff Ostrow

# EXHIBIT 1

# Siri | Glimstad



FIRM RESUME



## Class Action Practice Group

With attorneys across the country, Siri & Glimstad LLP represents clients from coast to coast in class actions and mass torts in state and federal courts. Utilizing decades of experience at major global law firms, we tackle each dispute with a sophisticated, strategic approach, and we fight hard for every one of our clients.

### Offices Nationwide

#### **NEW YORK**

745 Fifth Ave • Suite 500  
New York, NY 10151  
(212) 532-1091

#### **PHOENIX**

11201 N. Tatum Boulevard • Ste 300  
Phoenix, AZ 85028  
(602) 806-9975

#### **WASHINGTON D.C.**

2101 L Street N.W. • Ste 300 Washington,  
D.C. 20037  
(202) 838-1161

#### **MINNEAPOLIS**

400 S. 4th Street • Ste 401  
Minneapolis, MN 55415  
(612) 324-0539

#### **MIAMI**

20200 West Dixie Highway • Ste 902  
Aventura, FL 33180  
(786) 244-5660

#### **DETROIT**

220 West Congress Street • 2nd Floor  
Detroit, MI 48226  
(313) 251-9161

#### **LOS ANGELES**

700 S Flower Street • Ste 1000  
Los Angeles, CA 90017  
(213) 376-3739

#### **AUSTIN**

1005 Congress Avenue • Ste 925-C36  
Austin, TX 78701  
(512) 265-5622

### Admitted States

Arizona • California • Connecticut • District of Columbia • Florida • Idaho • Illinois  
Massachusetts • Maryland • Michigan • Minnesota • Mississippi • Nebraska • New Jersey  
New Mexico • New York • North Carolina • North Dakota • Oklahoma • Pennsylvania  
Tennessee • Texas • Virginia



## Attorney Profiles

### Aaron Siri

*Managing Partner*

Aaron Siri is the Managing Partner of Siri & Glimstad LLP and has extensive experience in a wide range of complex civil litigation matters, with a focus on civil rights, class actions, and commercial litigation.

Mr. Siri has successfully litigated numerous civil rights cases, prosecuted class actions against large corporations resulting in payments to hundreds of thousands of Americans, and has acted as counsel to clients in multiple commercial disputes exceeding one billion dollars, including regarding Oracle Team's challenge for the America's Cup and the collapse of the World Trade Center.



Prior to founding Siri & Glimstad, Mr. Siri was a litigation attorney at Latham & Watkins for over five years. Before Latham, Mr. Siri clerked for the Chief Justice of the Supreme Court of Israel from 2004-2005 where he advised the Chief Justice of relevant American, English (including Commonwealth Countries), and International Law precedents for cases of first impression.

Mr. Siri has also been involved in various pro-bono matters, including representation of asylum applicants, housing discrimination victims, and non-profit organizations in tenant-landlord disputes, as well as being chosen as a Frank C. Newman delegate to present a paper he authored before the United Nations Human Rights Sub-Commission.

Mr. Siri earned his law degree at the University of California, Berkeley School of Law where he received four Prosser Prizes and ten High Honors. He was also the Editor-in-Chief and founder of the Berkeley Business Law Journal, which he developed into a nationally recognized publication, and was ranked as the leading commercial law journal in the country.

Prior to law school, Mr. Siri was an auditor at Arthur Andersen LLP, where he examined internal controls and audited corporate documents for private and public micro-cap technology companies. Mr. Siri is a Certified Public Accountant and an attorney admitted in federal and state courts across the country.

Mr. Siri is regularly interviewed on national television for his expertise regarding certain legal issues. He has also been published in the Washington Post, Stat News, and Bloomberg.

## Mason A. Barney

### Partner

Mason A. Barney is an experienced trial attorney who for over eighteen years has represented both individuals and corporations in complex litigations. Mr. Barney received his J.D., summa cum laude from Brooklyn Law School, in 2005, where he graduated second in his class of nearly 500 students, and received numerous academic honors, in addition to being an editor on the Brooklyn Law Review. He then served as a law clerk to the Honorable Judge David G. Trager in the U.S. District Court for the Eastern District of New York. After clerking, he joined the litigation department at Latham & Watkins LLP, and later joined Olshan Frome Wolosky LLP a large established New York City law firm. Before law school, Mr. Barney earned his B.A. from Bowdoin College, where he double majored in Computer Science and Studio Art, and after college he served as a lead database developer for three years at a successful Internet start-up in Washington D.C.



Mr. Barney focuses his practice on class actions and representing individuals in complex litigations. In this practice he has won tens of millions of dollars for his clients. Among other matters, Mr. Barney has fought to stop companies from illegally spamming consumers with unwanted phone calls, has worked to stop companies from illegally obtaining their customers' biometric information (e.g., facial scans and fingerprints), and obtained recovery for numerous victims of data breaches.

Mr. Barney has appeared in the New York Super Lawyers Rising Stars list, a Thomson Reuters lawyer rating service for lawyers under 40. He was also recognized by the New York Legal Aid Society for his outstanding pro bono work representing indigent individuals in matters concerning prisoners' rights, immigration, and special education.

Mr. Barney has published a number of articles concerning a variety of legal issues. These include authoring or co-authoring: *The FBI vs. Apple: What Does the Law Actually Say?*, Inc. Magazine (February 2016); *Can Lawyers Be Compelled to Produce Data They Compile? An Emerging Front in the Trenches of e-Discovery Battles*, Bloomberg BNA (May 2015); *Legal Landscape for Cybersecurity Risk is Changing as Federal Government and SEC Take Action*, Inside Counsel Magazine (May 2015); *Tellabs v. Makor, One Year Later*, Securities Law 360 (July 2008); *Not as Bad as We Thought: The Legacy of Geier v. American Honda Motor Co. in Product Liability Actions*, 70 Brooklyn L. Rev. 949 (Spring 2005). Mr. Barney serves as an adjunct professor at the City University of New York, teaching Education Law in its graduate studies program, and separately has presented continuing legal education instruction regarding the Foreign Corrupt Practices Act.

## Elizabeth Brehm

### *Partner*

Elizabeth Brehm graduated from Boston University with a Bachelor of Science and earned her master's degree from Long Island University at C.W. Post. She attended Hofstra Law School and obtained a Juris Doctorate, graduating magna cum laude, in 2008.

After law school, Ms. Brehm spent a year at Winston & Strawn LLP where she focused on products liability litigation. For nine years prior to joining Siri & Glimstad, Ms. Brehm worked for a New York law firm where she focused on antitrust class action lawsuits, health care fraud, and qui tam and whistleblower litigations.

Ms. Brehm has been an attorney at Siri & Glimstad for over two years and has handled numerous complex litigation matters, including class action matters.



## Tyler J. Bean

### *Attorney*

Tyler J. Bean graduated from the University of Oklahoma's Michael F. Price College of Business in 2015 and obtained a Juris Doctorate from the University of Oklahoma in 2019, where he served as editor for the Oil and Gas, Natural Resources, and Energy Law Review Journal. Mr. Bean also received numerous academic honors as a law student, including being named to the Faculty Honor Roll and Dean's List.

After graduating law school and serving as in-house counsel for a large, multi-billion-dollar retail organization, Mr. Bean turned his focus to complex civil litigation and consumer class actions, with a particular emphasis on data breach and privacy matters. He has years of experience as a data breach and privacy lawyer, having played a significant role as class counsel in successfully litigating numerous data breach and privacy class actions from inception through discovery and court approved settlements, recovering millions of dollars for hundreds of thousands of consumers, patients, students, and employees across the country who have been victims of negligent data security and privacy practices.





## Kyle McLean

### *Attorney*

Kyle McLean obtained his J.D. in 2019 from the University of California, Hastings College of the Law, with an emphasis in Civil Litigation and Alternative Dispute Resolution. He was selected to participate in the Hastings Appellate Program, where he was one of only two students chosen to represent a pro bono client before the Ninth Circuit Court of Appeals and deliver oral and written argument before the Court. He received his B.A. in History and Economics from California Polytechnic University, Pomona in 2015. Prior to joining Siri & Glimstad, Mr. McLean defended a wide variety of complex civil matters.



Mr. McLean presently represents individuals in complex class action privacy litigations, including claims for illegally spamming consumers with unwanted telephone advertisements, unlawful requests for employees' genetic information (e.g., family medical history), and numerous victims of data breaches.

## Oren Faircloth

### *Attorney*

Oren Faircloth graduated from McGill University in 2009 with a Bachelor of Arts degree in Political Science. Before attending law school, he served in the armed forces from 2010 to 2011. Mr. Faircloth graduated from Quinnipiac University School of Law, magna cum laude, in 2016.

Prior to joining Siri & Glimstad, Mr. Faircloth worked for a boutique law firm where he spearheaded ERISA class action lawsuits against Fortune 500 companies, including: Huntington Ingalls, Rockwell Automation, Raytheon, UPS, U.S. Bancorp, Delta Air Lines, and Sprint. Mr. Faircloth was involved in the prosecution of numerous successful class actions in which over \$100 million dollars have been recovered for tens of thousands of employees around the country. In 2022, Mr. Faircloth was recognized by Super Lawyers magazine as a Rising Star in the field of class action.



Mr. Faircloth focuses his practice on class actions and representing individuals in complex litigations. He presently represents individuals who have been denied reimbursement for work-related expenses from their employers, denied sufficient lactation accommodations in the workplace, and denied actuarially equivalent pension benefits. Mr. Faircloth has also



represented several individuals on a pro bono basis, negotiating favorable settlements for violations of their constitutional rights.

## **Wendy Cox**

*Attorney*

Prior to joining Siri & Glimstad, Ms. Cox served for 21 years in the United States Army as an Army Nurse Corps officer and as an Army Judge Advocate. As a nurse corps officer, Ms. Cox worked in several clinical settings to include a pediatric unit, a specialty surgical unit, and an orthopedic surgical unit. During her last year as an Army Nurse Corps officer, she taught Army medics in basic life saving skills before being selected by the Army to attend law school. After graduating law school in 2005, Ms. Cox prosecuted soldiers, advised on operational law issues, taught Constitutional Law at West Point, and advised senior leaders on a variety of legal issues. Following her retirement from the United States Army in 2018, she went on to continue serving soldiers as an attorney for the Office of Soldiers' Counsel.



Wendy Cox graduated cum laude from the State University at Buffalo Law School in New York and summa cum laude from Norwich University with a Bachelor of Science in Nursing. She went on to get her Master of Laws (L.L.M.) degree in Military Law in 2008.

## **Sonal Jain**

*Attorney*

Sonal Jain has experience in complex commercial litigations as well as class actions. Ms. Jain graduated from the New York University School of Law with an LLM in International Business Regulation, Litigation and Arbitration in 2020 where she gained experience with international dispute resolution. She received her first degree in law (B.A. LL.B.) from ILS Law College, Pune, a prime legal education institution in India. Prior to joining Siri & Glimstad, Ms. Jain held various internships with top-tier law firms in India where she specialized in complex dispute resolution ranging from consumer and corporate litigation to domestic arbitrations.



## Catherine Cline

### *Attorney*

Catherine Cline has extensive experience in a wide range of civil law, including constitutional, administrative, employment, and election law. Prior to joining Siri & Glimstad, Ms. Cline served as a judicial law clerk for judges in the U.S. District Court for the Middle District of Pennsylvania, the Commonwealth Court of Pennsylvania, and the Supreme Court of Pennsylvania.



Ms. Cline attended law school on a full tuition scholarship, during which time she served as the Editor-in-Chief of the law review and as intern for a U.S. District Court Judge in the Middle District of Florida. Before attending law school, Ms. Cline received her Bachelor of Arts in Economics with a Minor in Business and the Liberal Arts from Penn State University and worked in the Tax Credit Division of the Pennsylvania Department of Community and Economic Development.

## Dana Smith

### *Attorney*

Dana Smith is a seasoned litigator. Prior to joining Siri & Glimstad, Ms. Smith focused most of her legal career on personal injury litigation, including representing individuals harmed due to corporate negligence. Ms. Smith is also experienced in various domestic areas of practice, including divorce, high-conflict custody disputes, and child welfare law.

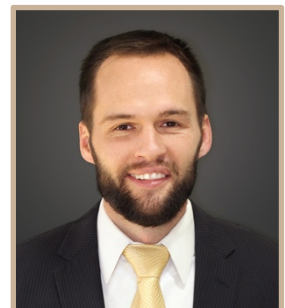


Ms. Smith graduated cum laude from the North Carolina Central University School of Law. Additionally, she received her Bachelor of Arts in Romance Languages from the University of North Carolina at Chapel Hill.

## Walker Moller

### *Attorney*

Before law school, Walker Moller worked and volunteered for three years in 15 countries throughout Southeast Asia, Oceania, and Africa. While at Mississippi College School of Law, Walker clerked at the Mississippi Supreme Court and was on the Law Review. He graduated summa cum laude in 2014 and earned the highest grade in eight courses. After graduation, Walker clerked for a federal judge at the United States District Court, Western District of Louisiana, where he gained exposure to a large volume of employment discrimination matters, products liability cases, and constitutional litigation.



Walker then worked for the U.S. Army Corps of Engineers from 2015 to 2021, where his practice focused on federal contracts and civil litigation in various administrative courts. Immediately before joining Siri & Glimstad, Walker achieved full dismissal of a lawsuit against the Corps of Engineers that implicated \$68M worth of federal contracts.

## Jack Spitz

*Attorney*

Jack R. Spitz is a graduate of Rutgers School of Law where he was a member of the Rutgers Law Record Journal and interned with the Essex County Public Defender's Office. Following law school, he served as Law Clerk for two judges at the Middlesex County Superior Court in New Brunswick, New Jersey. Subsequently, Mr. Spitz defended a wide variety of personal injury and property damage matters, as well as represented Plaintiffs in employment litigation matters. Prior to law school, Mr. Spitz graduated from Clemson University in South Carolina.



## Gabrielle Williams

*Attorney*

Ms. Williams obtained her J.D. from the University of Maryland Francis King Carey School of Law. During her time in law school, she represented clients in state court through the Justice for Victims of Crime Clinical Law Program. She also served as an Associate Editor on the Journal of Healthcare Law and Policy, Executive Board Member of the Black Law Students Association, and Class Representative for the Student Bar Association. Prior to joining Siri and Glimstad, Ms. Williams served as a Judicial Law Clerk on the Appellate Court of Maryland.



## Notable Class Actions Handled By Siri & Glimstad LLP

### **Buchanan v. Sirius XM Radio, Inc.**

Case No. 3:17-cv-00728 (N.D. Tex.)

Appointed co-class counsel in a case alleging violations of the TCPA, which resulted in a settlement of \$25,000,000, plus free satellite radio service, to a class of 14.4 million members.



**Thomas v. Dun & Bradstreet Credibility Corp.**

Case No. 15-cv-3194 (S.D. Cal.)

Appointed co-class counsel in a case alleging violations of the TCPA which resulted in a settlement of \$10,500,000.

**Gatto v. Sentry Services, Inc., et al.**

Case No. 13 CIV 05721 (S.D. N.Y.)

Appointed co-class counsel in a case involving ERISA claims relating to an ESOP which resulted in a settlement of \$11,138,938.

**Kindle v. Dejana**

Case No. 14-cv-06784 (E.D. N.Y.)

Appointed co-counsel for plaintiffs in an ERISA matter filed as a class action involving breaches of fiduciary duty related to the management and termination of an ESOP, which settled after the beginning of trial for \$1,080,000 for the class.

**Herff Jones Data Breach Litigation**

Case No. 1:21-cv-01329 (S.D. Ind.)

Obtained preliminary approval of a class settlement agreement that includes a settlement fund of \$4,350,000 and, separate from the settlement fund, requires the defendant to pay for data security.

**California Pizza Kitchen Data Breach Litigation**

Case No. 8:21-cv-01928 (C.D. Cal.)

Appointed co-class counsel for plaintiffs in a data breach class action where the district court granted final approval to a settlement that provided \$2.1 millions in value to over 100,000 class members, subject to current appeal.

**Carter, et al. v. Vivendi Ticketing US LLC d/b/a See Tickets**

Case No. 8:22-cv-01981 (C.D. Cal.)

Preliminary approval granted, appointing firm as class counsel, in a data breach class action settlement involving 437,310 class members and a \$3,000,000 non-reversionary settlement fund.

# EXHIBIT 2



## FIRM RESUME

One West Las Olas Boulevard, Suite 500  
Fort Lauderdale, Florida 33301

**Telephone:** 954.525.4100

**Facsimile:** 954.525.4300

**Website:** [www.kolawyers.com](http://www.kolawyers.com)

**Miami – Fort Lauderdale – Boca Raton**



## OUR FIRM

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

---

## WHO WE ARE

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.



CLASS  
ACTION  
PLAINTIFF

Since its founding, KO has initiated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of \$500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations; and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

## DEFENSE

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept. of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

---

## M LITIGATION

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mesh manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

---

## OF PRACTICE

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

---

## ONLINE

To learn more about KO, or any of the firm's other attorneys, please visit [www.kolawyers.com](http://www.kolawyers.com).

**CLASS ACTION AND MASS TORT SETTLEMENTS****FINANCIAL  
INSTITUTIONS**

*Devore, et al. v. Dollar Bank*, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - \$7 million

*Nimsey v. Tinker Federal Credit Union*, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - \$5.475 million

*Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank*, 3:20-cv-352 (S.D. Fla. 2023) - \$2.65 million

*Checchia v. Bank of America, N.A.*, 2:21-cv-03585 (E.D. Pa. 2023) - \$8 million

*Quirk v. Liberty Bank*, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - \$1.4 million

*Meier v. Prosperity Bank*, 109569-CV (Dist. Ct. Brazoria 2023) - \$1.6 million

*Abercrombie v. TD Bank, N.A.*, 0:21-cv-61376 (S.D. Fla. 2022) - \$4.35 million

*Perks, et al. v. TD Bank, N.A.*, 1:18-cv-11176 (E.D.N.Y. 2022) - \$41.5 million

*Fallis v. Gate City Bank*, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - \$1.8 million

*Mayo v. Affinity Plus Fed. Credit Union*, 27-CV-20-11786 (4th Judicial District Minn. 2022) - \$1 million

*Glass, et al. v. Delta Comm. Cred. Union*, 2019CV317322 (Sup. Ct. Fulton Cty., Ga. 2022) - \$2.8 million

*Roy v. ESL Fed. Credit Union*, 19-cv-06122 (W.D.N.Y. 2022) - \$1.9 million

*Wallace v. Wells Fargo*, 17CV317775 (Sup. Ct. Santa Clara 2021) - \$10 million

*Doxey v. Community Bank, N.A.*, 8:19-CV-919 (N.D.N.Y. 2021) - \$3 million

*Coleman v. Alaska USA Federal Credit Union*, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - \$1 million

*Smith v. Fifth Third Bank*, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - \$5.2 million

*Lambert v. Navy Federal Credit Union*, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - \$16 million

*Roberts v. Capital One, N.A.*, 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) - \$17 million

*Baptiste v. GTE Financial*, 20-CA-002728 (Cir. Ct. Hillsborough 2021) - \$975,000

*Morris v. Provident Credit Union*, CGC-19-581616 (Sup. Ct. San Francisco 2020) - \$1.1 million

*Lloyd v. Navy Federal Credit Union*, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - \$24.5 million

*Farrell v. Bank of America, N.A.*, 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - \$66.6 million

*Bodnar v. Bank of America, N.A.*, 5:14-cv-03224-EGS (E.D. Pa. 2015) - \$27.5 million

*Morton v. Green Bank*, 11-135-IV (20<sup>th</sup> Judicial District Tenn. 2018) - \$1.5 million

*Hawkins v. First Tenn. Bank*, CT-004085-11 (13<sup>th</sup> Jud. Dist. Tenn. 2017) - \$16.75 million

*Payne v. Old National Bank*, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - \$4.75 million

*Swift v. Bancorpsouth*, 1:10-CV-00090 (N.D. Fla. 2016) - \$24.0 million

*Mello v. Susquehanna Bank*, 1:09-MD-02046 (S.D. Fla. 2014) - \$3.68 million

*Johnson v. Community Bank*, 3:11-CV-01405 (M.D. Pa. 2013) - \$1.5 million

*McKinley v. Great Western Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$2.2 million

*Blabut v. Harris Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$9.4 million

*Wolfgeher v. Commerce Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$18.3 million

*Case v. Bank of Oklahoma*, 09-MD-02036 (S.D. Fla. 2012) - \$19.0 million Settlement

*Hawthorne v. Umpqua Bank*, 3:11-CV-06700 (N.D. Cal. 2012) - \$2.9 million Settlement

*Simpson v. Citizens Bank*, 2:12-CV-10267 (E.D. Mich. 2012) - \$2.0 million

*Harris v. Associated Bank*, 1:09-MD-02036 (S.D. Fla. 2012) - \$13.0 million

*LaCour v. Whitney Bank*, 8:11-CV-1896 (M.D. Fla. 2012) - \$6.8 million

*Orallo v. Bank of the West*, 1:09-MD-202036 (S.D. Fla. 2012) - \$18.0 million

*Taulava v. Bank of Hawaii*, 11-1-0337-02 (1st Cir. Hawaii 2011) - \$9.0 million

**FALSE  
PRICING**

*Gattinella v. Michael Kors (USA)*, 14-Civ-5731 (WHP) (S.D. NY 2015) - \$4.875 million

*Stathakos v. Columbia Sportswear*, 4:15-cv-04543-YGR (N.D. Ca. 2018) - Injunctive relief prohibiting deceptive pricing practices

---

**CONSUMER  
PROTECTION**

*Lopez, et al. v. Volusion, LLC*, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million

*Gupta v. Aeries Software, Inc.*, 8:20-cv-00995 (C.D. Ca. 2022) - \$1.75 million

*In Re: CaptureRx Data Breach*, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million

*Ostendorf v. Grange Indemnity Ins. Co.*, 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) – \$12.6 million

*Walters v. Target Corp.*, 3:16-cv-1678-L-MDD (S.D. Cal. 2020) – \$8.2 million

*Papa v. Grieco Ford Fort Lauderdale, LLC*, 18-cv-21897-JEM (S.D. Fla. 2019) - \$4.9 million

*Bloom v. Jenny Craig, Inc.*, 18-cv-21820-KMM (S.D. Fla. 2019) - \$3 million

*Masson v. Tallahassee Dodge Chrysler Jeep, LLC*, 1:17-cv-22967-FAM (S.D. Fla. 2018) - \$850,000

*DiPuglia v. US Coachways, Inc.*, 1:17-cv-23006-MGC (S.D. Fla. 2018) - \$2.6 million

*In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.) - \$88 million

*In re: 21st Century Oncology Customer Data Sec. Breach Litig.*, 8:16-md-2737-MSS-AEP (M.D. Fla. 2021) - \$21.8 million

---

**MASS  
TORT**

*In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.) - MDL No. 2924 – Co-Lead Counsel

*In re: Stryker Rejuvenate and ABG II Products Liability Litigation*, 13-MD-2411 (17th Jud. Cir. Fla. Complex Litigation Division)

*In re: National Prescription Opiate Litigation*, 1:17-md-02804-DAP (N.D. Ohio) - MDL 2804

*In re: Smith and Nephew BHR Hip Implant Products Liability Litigation*, MDL-17-md-2775

*Yasmin and YAZ Marketing, Sales Practices and Products Liability Litigation*, 3:09-md-02100-DRH-PMF (S.D. Ill.) – MDL 2100

*In re: Prempro Products Liab. Litigation*, MDL 507, No. 03-cv-1507 (E.D. Ark.)

*In Re: 3M Combat Arms Earplug Products Liability Litigation* (N.D. Fla.) - MDL 2885

# JEFF OSTROW

Managing Partner



## *Bar Admissions*

The Florida Bar  
District of Columbia Bar

## *Court Admissions*

Supreme Court of the United States  
U.S. Court of Appeals for the Eleventh Circuit  
U.S. Court of Appeals for the Ninth Circuit  
U.S. District Court, Southern District of Florida  
U.S. District Court, Middle District of Florida  
U.S. District Court, Northern District of Florida  
U.S. District Court, Northern District of Illinois  
U.S. District Court, Eastern District of Michigan  
U.S. District Court, Western District of Tennessee  
U.S. District Court, Western District of Wisconsin  
U.S. District Court, Western District of Kentucky  
U.S. District Court, Northern District of New York  
U.S. District Court, District of Colorado  
U.S. District Court, Eastern District of Texas

## *Education*

Nova Southeastern University, J.D. - 1997  
University of Florida, B.S. – 1994

*ostrow@kolawyers.com*

---

Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own law practice in 1997 immediately upon graduation from law school and has since grown the firm to 25 attorneys in 3 offices throughout south Florida. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the areas of consumer class actions, sports and business law. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow is an accomplished trial attorney who has experience representing both Plaintiffs and Defendants. He has successfully tried many cases to verdict involving multi-million-dollar damage claims in state and federal courts. He is currently court-appointed lead counsel and sits on plaintiffs' executive committees in multiple high profile nationwide multi-district litigation actions involving cybersecurity breaches and related privacy issues. He has spent the past decade serving as lead counsel in dozens of nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$1 billion for tens of millions of bank and credit union customers, as well



as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings. In addition, Mr. Ostrow has served as lead class counsel in many consumer class actions against some of the world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, Eastern District of Michigan, Northern District of Illinois, Western District of Tennessee, Western District of Wisconsin, and the U.S. Court of Appeals for the Eleventh Circuit. Mr. Ostrow is also member of several Bar Associations.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni- owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is a Member of the Broward County Courthouse Advisory Task Force. He is also the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Nation Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons, 2 of which currently attend the University of Florida.



# DAVID FERGUSON

Partner

***Bar Admissions***

The Florida Bar

***Court Admissions***

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

***Education***

Nova Southeastern University, J.D. - 1993

Nova Southeastern University, B.S. – 1990

***Email: [ferguson@kolawyers.com](mailto:ferguson@kolawyers.com)***

David L. Ferguson is an accomplished trial attorney and chairs the firm's litigation department. He routinely leads high stakes litigation across a wide array of practice areas, including, but not limited to, employment law, complex business litigation, class actions, product liability, catastrophic personal injury, civil rights, and regulatory enforcement actions.

Mr. Ferguson is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, a testament to the fact that his peers (lawyers and judges in the community) have ranked him at the highest level of professional excellence. Mr. Ferguson is well regarded as a formidable advocate in court and for providing creative and insightful strategic advice, particularly in emergency and extremely complex situations.

While in law school, Mr. Ferguson served as a Staff Member of the Nova Law Review. He was also a member of the Moot Court Society and the winner of the Moot Court Intramural Competition.

**Representation of the Broward Sheriff's Office**

Since 2013, Mr. Ferguson has had the privilege of representing the Broward Sheriff's Office ("BSO") in over 150 matters involving many different types of disputes and issues, including: defense of civil rights lawsuits in state and federal court; negotiating collective bargaining agreements with unions; and arbitrations brought by unions or employees subjected to termination or other significant discipline. Mr. Ferguson has had many arbitration final hearings and state and federal jury trials for BSO representing the agency as well as the Sheriff and numerous Deputies individually.

**Class/Mass Actions**

Mr. Ferguson has experience in class actions against large banks and some of the world's largest companies, including technology companies and oil conglomerates.

Additionally, during his career Mr. Ferguson has defended many large companies in MDL's, and mass and class actions, including medical equipment manufacturers, pharmaceutical companies, an aircraft parts and engine manufacturer and defense contractor, nationwide retailers, and a massive sugar manufacturer.

Mr. Ferguson has a great deal of experience litigating cases involving massive fraud claims, most often for victims, but also for select defendants. Mr. Ferguson's clients have included individual victims who have lost multiple millions of dollars in fraud schemes to large businesses with tremendous damages, including one international lending institution with damages in excess of \$150 million. Additionally, Mr. Ferguson successfully represented several individuals and entities subjected to significant claims by a receiver and the United States Marshals Service in a massive billion-dollar Ponzi scheme involving a notorious Ft. Lauderdale lawyer and his law firm.

### **Regulatory Agency Enforcement Actions**

Mr. Ferguson has extensive experience defending individuals and entities in significant enforcement actions brought by regulatory agencies, including the CFTC, FTC, and SEC.

### **Employment, Human Resources, and Related Matters**

Mr. Ferguson has represented numerous business and individuals in employment and human resource related matters. Mr. Ferguson has represented several Fortune 50 companies, including Pratt & Whitney/UTC, Home Depot, and Office Depot in all phases of employment related matters. Mr. Ferguson has litigated virtually every type of discrimination and employment related claim, including claims based upon race, pregnancy, disability, national origin, religion, age, sexual preference, sexual harassment, worker's compensation, unemployment, FMLA leave, FLSA overtime, unpaid wages, whistleblower, and retaliation.

Mr. Ferguson primarily represents companies, but also represents select individuals who have claims against their present or former employers. In addition to the wide variety of employment claims discussed above, as plaintiff's counsel Mr. Ferguson has also handled federal False Claims Act (Qui Tam) and the Foreign Corrupt Practices Act claims brought by individuals.

### **Business Disputes**

Throughout his legal career, as counsel for plaintiffs and defendants, Mr. Ferguson has handled a myriad of commercial cases involving all types of business disputes, including claims for breach of partnership agreements, breach of shareholder or limited liability company operating agreements; dissolution of corporations and limited liability companies; appointment of receivers; breaches of fiduciary duty; conversion; constructive trust; theft; negligent or intentional misrepresentation or omissions; fraudulent inducement; tortious interference; professional negligence or malpractice; derivative actions, breach of contract, real estate disputes, and construction disputes.

### **Noncompetition and Trade Secret Litigation**

Mr. Ferguson routinely represents companies and individuals in commercial disputes involving unfair and deceptive trade practices, unfair competition and/or tortious interference with contracts or valuable business relationships. Often these cases involve the enforcement of noncompetition agreements and protection of valuable trade secrets. Mr. Ferguson has extensive experience representing businesses seeking to enforce their noncompetition agreements and/or protect trade secrets through suits for injunctive relief and damages and representing subsequent employers and individuals defending against such claims. He has obtained numerous injunctions for his clients and has also successfully defended against them numerous times, including getting injunctions dissolved that were entered against his clients without notice or prior to his representation. Mr. Ferguson has also obtained contempt sanctions and entitlement to punitive damages against individuals and entities who have stolen trade secrets from his clients.





# ROBERT C. GILBERT

Partner

## Bar Admissions

The Florida Bar  
District of Columbia Bar

## Court Admissions

Supreme Court of the United States  
U.S. Court of Appeals for the 11th Circuit  
U.S. District Court, Southern District of Florida  
U.S. District Court, Middle District of Florida

## Education

University of Miami School of Law, J.D. - 1985  
Florida International University, B.S. - 1982

**Email:** [gilbert@kolawyers.com](mailto:gilbert@kolawyers.com)

Robert C. “Bobby” Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs’ Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation’s largest banks that challenged the banks’ internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs’ liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding \$1.1 billion, including Bank of America (\$410 million), Citizens Financial (\$137.5 million), JPMorgan Chase Bank (\$110 million), PNC Bank (\$90 million), TD Bank (\$62 million), U.S. Bank (\$55 million), Union Bank (\$35 million) and Capital One (\$31.7 million).

Bobby has been appointed to leadership positions in numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Breach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over \$74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims; served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property; and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding \$93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.

# JONATHAN M. STREISFELD

Partner

## ***Bar Admissions***

The Florida Bar

## ***Court Admissions***

Supreme Court of the United States

U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Michigan

U.S. District Court, Western District of New York

U.S. District Court, Western District of Tennessee

## ***Education***

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

***Email: [streisfeld@kolawyers.com](mailto:streisfeld@kolawyers.com)***



Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$500,000,000 for tens of millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, data breach and privacy, automobile defects, airlines, mortgages, and payday lending. Mr. Streisfeld has also litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships and resolving disputes. Mr. Streisfeld has also provided legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non-final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters. As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee. Mr. Streisfeld currently serves as a member of the Board of Temple Kol Ami Emanu-El.

# KEN GRUNFELD

Partner

## ***Bar Admissions***

The Pennsylvania Bar

The New Jersey Bar

## ***Court Admissions***

U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth, Tenth and Eleventh Circuits

U.S. District Ct, Eastern District of Pennsylvania

U.S. District Ct, Middle District of Pennsylvania

U.S. District Ct, Western District of Pennsylvania

U.S. District Ct, District of New Jersey

U.S. District Ct, Eastern District of Michigan

U.S. District Ct, Western District of Wisconsin

## ***Education***

Villanova University School of Law, J.D., 1999

University of Michigan, 1996

***Email: [grunfeld@kolawyers.com](mailto:grunfeld@kolawyers.com)***



Ken Grunfeld is one of the newest KO partners, having just started working at the firm in 2023. Having worked at one of Philadelphia's largest and most prestigious defense firms for nearly a decade defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working, Mr. Grunfeld "switched sides" about 15 years ago.

Since then, he has become one of the city's most prolific and well-known Philadelphia class action lawyers. His cases have resulted in the recovery of hundreds of millions of dollars for injured individuals.

Mr. Grunfeld brings with him a wealth of pre-trial, trial, and appellate work experience in both state and federal courts. He has successfully taken many cases to verdict. Currently, he serves as lead counsel in a number of nationwide class actions. Whether by settlement or judgment, Mr. Grunfeld makes sure the offending companies' wrongful practices have been addressed. He believes the most important part of bringing a wrongdoer to justice is to ensure that it never happens again; class actions can be a true instrument for change if done well.

Mr. Grunfeld has been named a Super Lawyer numerous times throughout his career. He has been a member of the Philadelphia, Pennsylvania, and American Bar Associations, as well as a member of the American Association for Justice (AAJ). He was a Finalist for AAJ's prestigious Trial Lawyer of the Year Award in 2012 and currently serves as AAJ's Vice Chair of the Class Action Law Group. To his strong view that attorneys should act ethically, he volunteers his time as a Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania.

Mr. Grunfeld received his undergraduate degree from the University of Michigan. He is an active member of the Michigan Alumni Association, Philadelphia chapter and serves as a Michigan Alumni Student recruiter for local high schools. He received his Juris Doctor from the Villanova University School of Law. He was a member of the Villanova Law Review and graduated Order of the Coif.

Ken is a life-long Philadelphian. He makes his home in Bala Cynwyd, Pennsylvania, where he resides with his wife, Jennifer, and his year-old twins.

**KRISTEN LAKE CARDOSO**

Partner

***Bar Admissions***

The Florida Bar  
The State Bar of California

***Court Admissions***

U.S. District Court, Southern District of Florida  
U.S. District Court, Middle District of Florida  
U.S. District Court, Central District of California  
U.S. District Court, Eastern District of California  
U.S. District Court, Northern District of Illinois  
U.S. District Court, Eastern District of Michigan

***Education***

Nova Southeastern University, J.D., 2007  
University of Florida, B.A., 2004

***Email: cardoso@kolawers.com***

Kristen Lake Cardoso is a litigation attorney focusing on consumer class actions and complex commercial litigation. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, violations of consumer protection statutes, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, and other business torts.

Currently, Ms. Cardoso serves as counsel in nationwide and statewide class action lawsuits concerning violations of state consumer protection statutes, false advertising, defective products, data breaches, and breaches of contract. Ms. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes, as well as cases against manufacturers for their sale and misleading marketing of products, including defective cosmetics and nutritional supplements. Ms. Cardoso has also represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Additionally, Ms. Cardoso has represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms.

Ms. Cardoso is admitted to practice law throughout the states of Florida and California, as well as in the United States District Courts for the Southern District of Florida, Middle District of Florida, Central District of California, Eastern District of California Northern District of Illinois, and Eastern District of Michigan.

Ms. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude, and was inducted as a member of Phi Beta Kappa honor society. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Ms. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's list, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Ms. Cardoso serves as a volunteer at Saint David Catholic School, including as a member of the school Advisory Board and an executive member of the Faculty Student Association. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.



# STEVEN SUKERT

Partner

## ***Bar Admissions***

The Florida Bar  
The New York Bar

## ***Court Admissions***

United States District Court, Southern District of Florida  
United States District Court, Middle District of Florida  
United States District Court, Southern District of New York  
United States District Court, Eastern District of New York  
United States District Court, Northern District of Illinois  
United States District Court, Central District of Illinois

## ***Education***

Cornell University Law Center, J.D., 2018  
Northwestern University, B.S., 2010

***Email: [sukert@kolaw.com](mailto:sukert@kolaw.com)***



Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts around the country, including in data privacy, bank overdraft fee, and other consumer protection cases.

Before joining KO, Steven gained experience at Munster, Yoakley Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case *Airbnb, Inc. v. Doe* Case No. SC20-117, and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

Steven was born and raised in Miami. He returned to his home city after law school to clerk for the Honorable James Lawrence King in the U.S. District Court for the Southern District of Florida.

In 2018, Steven earned his J.D. from Cornell University Law Center. While living in the nation's capital, he worked at the U.S. Department of Labor, Office of the Solicitor, where he won the Mary S. Tell EISA Litigation Award from the Civil Fraud Section of the U.S. Department of Justice, where he worked on large Medicare fraud cases and pioneered the use of the False Claims Act in the context of pharmaceutical manufacturers who engaged in price fixing and the Lawyers' Committee for Civil Rights Under Law, where his proposal for writing an amicus brief in the *Janus v. AFSCME* U.S. Supreme Court case was adopted by the organization's board of directors.

Steven has a degree in Molecular Biology from Northwestern University. Prior to his legal career, he worked as a biomedical laboratory researcher at the Diabetes Research Institute in Miami.

# CAROLINE HERTER

Associate



## ***Bar Admissions***

The Florida Bar

## ***Court Admissions***

U.S. District Court, Middle District of Florida

U.S. District Court, Southern District of Florida

U.S. Bankruptcy Court, Southern District of Florida

## ***Education***

University of Miami School of Law, J.D. - 2020

University of Miami, B.S. – 2016

***Email: [Herter@kolawyers.com](mailto:Herter@kolawyers.com)***

---

Caroline Herter is a litigation attorney at the firm's Fort Lauderdale office. Caroline focuses her practice on consumer class actions, mass torts, and white-collar commercial litigation in state and federal courts nationwide. She has gained valuable experience representing individuals and businesses to hold wrongdoers accountable through claims involving personal injury, wrongful death, consumer fraud, products liability, breach of fiduciary duty, civil theft/conversion, corporate veil-piercing, fraudulent transfer, tortious interference, False Claims Act violations, and the like.

Before joining KO, Caroline worked at a boutique law firm in Miami where she represented plaintiffs in matters involving creditor's rights, insolvency, and asset recovery. She now applies this experience throughout her practice at KO, often combining equitable remedies with legal claims to ensure the best chance of recovery for her clients.

Notable cases that Caroline has been involved in include *In Re: Champlain Towers South Collapse Litigation*, where she was a member of the team serving as lead counsel for the families of the 98 individuals who lost their lives in the tragic condominium collapse. The case resulted in over \$1 billion recovered for class members, the second-largest settlement in Florida history. She also co-authored a successful petition for certiorari to the United States Supreme Court in *Olhausen v. Arriva Medical, LLC et al.*, a False Claims Act case involving the standard for determining a defendant's scienter, which led the high Court to reverse the Eleventh Circuit Court of Appeal's earlier ruling against her client.

Caroline earned her law degree from the University of Miami School of Law, summa cum laude, where she received awards for the highest grade in multiple courses. During law school Caroline was an editor of the University of Miami Law Review and a member of the Moot Court Board.

Outside of her law practice, Caroline serves on the Board of Directors of the non-profit organization Americans for Immigrant Justice.



# EXHIBIT C

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

---

*In re Sovos Compliance Data Security Incident  
Litigation*

Case No. 1:23-cv-12100 (“Master Docket”)

---

**DECLARATION OF SCOTT M. FENWICK IN CONNECTION WITH PLAINTIFFS’  
UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT  
AND APPLICATION FOR ATTORNEY’S FEES, COSTS AND SERVICES AWARDS**

I, Scott M. Fenwick, declare as follows:

**INTRODUCTION**

1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”),<sup>1</sup> the Settlement Administrator appointed in the above-captioned case, whose principal office is located at 2000 Market Street, Suite 2700, Philadelphia, Pennsylvania 19103. I am over 21 years of age and am authorized to make this declaration on behalf of Kroll. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working under my general supervision. This declaration is being filed in connection with the Motion for Final Approval.

2. Kroll has extensive experience in class action matters, having provided services in class action settlements involving data breach and other privacy issues, banking, antitrust, securities fraud, labor and employment, and government enforcement matters. Kroll has provided notification and/or claims administration services in more than 3,000 cases.

---

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement as defined below.

## **BACKGROUND**

3. Kroll was appointed as the Settlement Administrator to provide notification and administration services in connection with the Settlement entered in this Action. Kroll's duties include: (a) preparing and sending notice in connection with the Class Action Fairness Act; ("CAFA") (b) establishing a post office box for the receipt of mail; (c) establishing a toll-free telephone number; (d) creating a Settlement Website with online Claim filing capabilities; (e) receiving and analyzing the Class List from Defendant's Counsel; (f) preparing and sending Email Notice; (g) preparing and sending Postcard Notice via first-class mail; (h) initiating a social media campaign; (i) receiving and processing mail from the United States Postal Service ("USPS") with forwarding addresses; (j) receiving and processing undeliverable mail, without a forwarding address, from the USPS; (k) receiving and processing Claim Forms; (l) receiving and processing opt-out requests and objections; (m) distributing Settlement Member Benefits; and (n) such other tasks as counsel for the Parties or the Court request Kroll to perform.

## **NOTICE PROGRAM**

### **The CAFA Mailing**

4. As noted above, on behalf of the Defendant, Kroll provided CAFA notice of the proposed Settlement. At Defendant's Counsel's direction, on December 18, 2023, Kroll sent the CAFA notice identifying the documents required, a true and correct copy of which is attached hereto as **Exhibit A**, via first-class certified mail, to: (a) the Attorney General of the United States and (b) the 56 state and territorial Attorneys General identified in the service list for the CAFA notice, attached hereto as **Exhibit B**. The CAFA notice directed the Attorneys General to the website [www.CAFANotice.com](http://www.CAFANotice.com), a site that contains all the documents relating to the Settlement referenced in the CAFA notice.

### **Data and Case Setup**

5. On December 15, 2023, Kroll designated a post office box with the mailing address *In re Sovos Compliance Data Security Incident Litigation*, c/o Kroll Settlement Administration

LLC, PO Box 5324, New York, NY 10150-5324, in order to receive opt-out requests, Claim Forms, objections, and correspondence from Settlement Class members.

6. On December 28, 2023, Kroll established a toll-free telephone number ((833) 462-4282) for Settlement Class members to call and obtain additional information regarding the Settlement through an Interactive Voice Response (“IVR”) system and/or by leaving a voicemail message for a live operator. As of June 5, 2024, the IVR received 835 calls, and 367 callers have been connected to live operators.

7. On February 15, 2024, Kroll created a dedicated Settlement Website entitled [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com). The Settlement Website went live on March 8, 2024, and contains information about the Settlement, including answers to frequently asked questions, contact information for the Settlement Administrator, important dates such as the Final Approval Hearing date, Claim Form Deadline, and last day of the Objection and Opt-Out Periods. The Settlement Website also includes a downloadable copy of the Agreement, Preliminary Approval Order, Long Form Notice, Claim Form, and Motion for Final Approval, and allowed Settlement Class members an opportunity to file a Claim Form online. The Motion for Final Approval, which includes the Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, will be posted on the Settlement Website.

8. On February 20, 2024, Kroll received five data files from Kroll’s cyber notification team, Kroll Cyber Risk. On February 26, 2024, Kroll received an additional two data files from the Defendant.

- The first file contained 4,562 names and physical mailing addresses.
- The second file contained 21,788 names, physical mailing addresses, and information on the type of data involved in the Data Incident.
- The third file contained 121,605 names, physical mailing addresses, and information on the type of data involved in the Data Incident; 5,383 of these records also contained email addresses.

- The fourth file contained 219,827 names, physical mailing addresses, and information on the type of data involved in the Data Incident; 32,611 of these records also contained email addresses.
- The fifth file contained 150,819 names, physical mailing addresses, and information on the type of information involved in the Data Incident.
- The sixth data file contained 641 names and physical mailing addresses.
- The seventh file contained 95 names and physical mailing addresses.

9. Kroll undertook several steps to reconcile the seven files and compile the eventual Class List for the emailing and mailing of Postcard Notices. Kroll worked with Defendant's Counsel to remove 23,566 records that were determined to be ineligible under the Settlement due to the individual not residing in the United States or not having Private Information involved in the Data Incident. Kroll also identified and removed 879 duplicate records. As a result of this process, Kroll was able to identify 494,892 unique records. Of these unique records, 37,051 contained an email address and 457,841 unique records only had a physical mailing address. Additionally, in an effort to ensure that Postcard Notices would be deliverable to Settlement Class Members, Kroll ran the Class List through the USPS's National Change of Address ("NCOA") database and updated the Class List with address changes received from the NCOA.

### **The Notice Program**

10. On March 11, 2024, Kroll caused the Email Notice to be sent to the 37,051 email addresses on file for Settlement Class members as noted above. A true and correct copy of an Email Notice (including the subject line) is attached hereto as **Exhibit C**.

11. On March 12, 2024, Kroll caused 457,841 Postcard Notices to be mailed via first-class mail. A true and correct copy of the Postcard Notice, along with the Long Form Notice and Claim Form, are attached hereto as **Exhibits D, E, and F**, respectively.

12. Social media ads on Facebook and Instagram appeared across users' Newsfeeds and Stories. These ads employed multiple layers of targeting and focused on users who followed or interacted with relevant pages, accounts, posts and/or tags. Such pages and accounts included

Sovos' Facebook page and Sovos' Instagram account. Posts and hashtags included #sovos, #sovoscompliance, and #smbtaxcompliance. Social media ads were served from March 11, 2024, to May 24, 2024, and delivered over 27,600,000 impressions. A true and correct copy of the social media ads are attached hereto as **Exhibit G**.

### **NOTICE PROGRAM REACH**

13. As of June 5, 2024, 2,090 Postcard Notices were returned by USPS with a forwarding address. Of those, 2,076 Postcard Notices were automatically re-mailed to the updated addresses provided by USPS. The remaining 14 Postcard Notices were re-mailed by Kroll to the updated address provided by the USPS.

14. As of June 5, 2024, of the 37,051 emails attempted for delivery, 2,253 emails were rejected/bounced back as undeliverable. On May 16, 2024, Kroll caused the 2,253 Settlement Class Members with rejected/ bounce back emails to be mailed a Postcard Notices via first-class mail.

15. As of June 5, 2024, 30,159 Postcard Notices were returned by the USPS as undeliverable as addressed, without a forwarding address. Kroll ran 30,159 undeliverable records through an advanced address search. The advanced address search produced 23,519 updated addresses. Kroll has re-mailed Postcard Notices to the 23,519 updated addresses obtained from the advanced address search. Of the 23,519 re-mailed Postcard Notices, 261 have been returned as undeliverable a second time.

16. Based on the foregoing, following all Postcard Notice re-mailings, Kroll has reason to believe that Postcard or Email Notices likely reached 487,991 of the 494,892 Settlement Class members to whom notice was mailed or emailed, which equates to a reach rate of the direct notice of approximately 98.61%. This reach rate is consistent with other court-approved, best-practicable notice programs and Federal Judicial Center Guidelines, which state that a notice plan that reaches<sup>2</sup>

---

<sup>2</sup> FED. JUD. CTR., *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide suggests that the minimum threshold for adequate notice is 70%.

over 70% of targeted settlement class members is considered a high percentage and the “norm” of a notice campaign.<sup>3</sup>

17. The Notice Program was completed in full compliance with the Court’s requirements in the Preliminary Approval Order.

18. It is my professional opinion that the Notice Plan implemented here was the best notice practicable under the circumstances, fulfilling all due process requirements and fully comporting with Fed. R. Civ. P. 23.

### **CLAIM ACTIVITY**

19. The Claim Form Deadline is June 10, 2024.

20. As of June 5, 2024, Kroll has received 453 Claim Forms through the mail and 9,971 Claim Forms filed electronically through the Settlement Website. Kroll is still in the process of reviewing and validating Claim Forms.

21. To prevent Claim Forms from being filed by individuals outside the Settlement Class and to curtail fraud, Settlement Class members were provided a unique “Class Member ID” on their respective notices. The Class Member ID is required for Settlement Class members to file a Claim Form online.

22. Kroll will provide the Parties with updated Claim figures the week of the Final Approval Hearing.

### **OPT-OUTS AND OBJECTIONS**

23. The last day of the Objection and Opt-Out Periods is June 24, 2024.

24. Kroll has received 13 timely and valid opt-out requests and one objection to the Settlement. A list of the opt-out requests is attached hereto as **Exhibit H**.

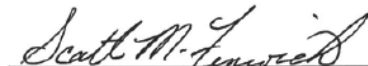
25. The week of the Final Approval Hearing, Kroll will provide the Parties with the total number of both Opt-Outs and Objections.

---

<sup>3</sup> Barbara Rothstein and Thomas Willging, Federal Judicial Center Managing Class Action Litigation: A Pocket Guide for Judges, at 27 (3d Ed. 2010).

**CERTIFICATION**

I declare under penalty of perjury under the laws of the United States that the above is true and correct to the best of my knowledge and that this declaration was executed on June 5, 2024, in East Palestine, Ohio.

  
\_\_\_\_\_  
SCOTT M. FENWICK



# Exhibit A



---

VIA U.S. MAIL

Date: December 18, 2023

To: All “Appropriate” Federal and State Officials Per 28 U.S.C. § 1715  
(see attached service list)

Re: CAFA Notice for the proposed Settlement in *In re Sovos Compliance Data Security Incident Litigation*, Case No. 1:23-cv-12100, pending in the United States District Court (D. Mass)

Pursuant to Section 3 of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, Defendant Sovos Compliance, LLC (“Defendant” or “Sovos”) hereby notifies you of the proposed settlement of the above-captioned action (the “Action”), currently pending in the United States District Court for the District of Massachusetts (the “Court”).

Eight (8) items must be provided to you in connection with any proposed class action settlement pursuant to 28 U.S.C. § 1715(b). Each of these items is addressed below, and Exhibits A1-G are available for download at [www.CAFANotice.com](http://www.CAFANotice.com) under the folder entitled *In re Sovos Compliance Data Security Incident Litigation*:

1. 28 U.S.C. § 1715(b)(1) – a copy of the complaint and any materials filed with the complaint and any amended complaints.

The Class Action Complaint (“Complaint”) and Consolidated Class Action Complaint (“Consolidated Complaint”) is available as **Exhibit A1 and A2**.

2. 28 U.S.C. § 1715(b)(2) – notice of any scheduled judicial hearing in the class action.

On December 8, 2023, Plaintiff filed a Motion for Preliminary Approval of the class action settlement. The date of the Preliminary Approval hearing has not yet been set. The Court has not yet scheduled the Final Approval Hearing for this matter. The proposed Preliminary Approval Order is available as **Exhibit B**.

3. 28 U.S.C. § 1715(b)(3) – any proposed or final notification to Settlement Class Members.

Copies of the proposed Email Notice, Postcard Notice, Claim Form, and Long Form Notice will be provided to Settlement Class Members and will be available on the Settlement Website created for the administration of this matter. These are available

as **Exhibits C, D, E, and F**, respectively. The Notices describe, among other things, the Claim submission process and the Class Members' rights to object or exclude themselves from the Settlement Class.

4. 28 U.S.C. § 1715(b)(4) – any proposed or final class action settlement.

The Settlement Agreement is available as **Exhibit G**.

5. 28 U.S.C. § 1715(b)(5) – any settlement or other agreement contemporaneously made between Class Counsel and Defendant's Counsel.

There are no other settlements or other agreements between Class Counsel and Defendant's Counsel beyond what is set forth in the Settlement Agreement.

6. 28 U.S.C. § 1715(b)(6) – any final judgment or notice of dismissal.

The Court has not yet entered a final judgment or notice of dismissal. Accordingly, no such document is presently available.

7. 28 U.S.C. § 1715(b)(7) – (A) If feasible, the names of Settlement Class Members who reside in each State and the estimated proportionate share of the claims of such members to the entire settlement to that State's appropriate State official; or (B) if the provision of the information under subparagraph (A) is not feasible, a reasonable estimate of the number of Settlement Class Members residing in each State and the estimated proportionate share of the claims of such members to the entire settlement.

The definition of the "Settlement Class" in the proposed Settlement Agreement means all living individuals residing in the United States who were sent a notice by Sovos or by a Sovos Customer indicating that their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Sovos or a Sovos Customer, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

Attached as **Exhibit H** is an estimated breakdown by state for known Settlement Class Members.

8. 28 U.S.C. § 1715(b)(8) – any written judicial opinion relating to the materials described in 28 U.S.C. § 1715(b) subparagraphs (3) through (6).

There has been no written judicial opinion. Accordingly, no such document is presently available.

If you have any questions about this notice, the Action, or the materials available for download at [www.CAFANotice.com](http://www.CAFANotice.com) under the folder entitled *In re Sovos Compliance Data Security Incident Litigation*, please contact the undersigned below.

Respectfully submitted,

Paul Ferruzzi  
Senior Manager  
[Paul.Ferruzzi@kroll.com](mailto:Paul.Ferruzzi@kroll.com)

# Exhibit B

## CAFA NOTICE SERVICE LIST

### **U.S. Attorney General**

Merrick B. Garland  
U.S. Department of Justice  
950 Pennsylvania Avenue NW  
Washington, D.C. 20530

### **Alabama Attorney General**

Steve Marshall  
501 Washington Ave.  
P.O. Box 300152  
Montgomery, AL 36130

### **Alaska Attorney General**

Treg Taylor  
1031 W. 4th Avenue, Suite 200  
Anchorage, AK 99501

### **American Samoa Attorney General**

Fainu'uulelei Falefatu Ala'ilima-Utu  
Executive Office Building, Utulei  
Territory of American Samoa  
Pago Pago, AS 96799

### **Arizona Attorney General**

Kris Mayes  
2005 N Central Ave  
Phoenix, AZ 85004

### **Arkansas Attorney General**

Tim Griffin  
323 Center St., Suite 200  
Little Rock, AR 72201

### **California Attorney General**

Rob Bonta  
1300 I St., Ste. 1740  
Sacramento, CA 95814

### **Colorado Attorney General**

Phil Weiser  
Ralph L. Carr Colorado Judicial Center  
1300 Broadway, 10th Floor  
Denver, CO 80203

### **Connecticut Attorney General**

William Tong  
165 Capitol Avenue  
Hartford, CT 06106

### **Delaware Attorney General**

Kathy Jennings  
Carvel State Office Building  
820 N. French St.  
Wilmington, DE 19801

### **District of Columbia Attorney General**

Brian Schwalb  
400 6th Street NW  
Washington, D.C. 20001

### **Florida Attorney General**

Ashley Moody  
Office of the Attorney General  
The Capitol, PL-01  
Tallahassee, FL 32399

### **Georgia Attorney General**

Chris Carr  
40 Capitol Square, SW  
Atlanta, GA 30334

### **Guam Attorney General**

Douglas Moylan  
Office of the Attorney General ITC Building  
590 S. Marine Corps Dr, Ste 706  
Tamuning, Guam 96913

### **Hawaii Attorney General**

Anne E. Lopez  
425 Queen St.  
Honolulu, HI 96813

### **Idaho Attorney General**

Raúl Labrador  
700 W. Jefferson Street, Suite 210  
P.O. Box 83720  
Boise, ID 83720

**Illinois Attorney General**

Kwame Raoul  
James R. Thompson Ctr.  
100 W. Randolph St.  
Chicago, IL 60601

**Indiana Attorney General**

Todd Rokita  
Indiana Government Center South  
302 West Washington St., 5th Fl.  
Indianapolis, IN 46204

**Iowa Attorney General**

Brenna Bird  
Hoover State Office Building  
1305 E. Walnut  
Des Moines, IA 50319

**Kansas Attorney General**

Kris Kobach  
120 S.W. 10th Ave., 2nd Fl.  
Topeka, KS 66612

**Kentucky Attorney General**

Daniel Cameron  
700 Capital Avenue  
Capitol Building, Suite 118  
Frankfort, KY 40601

**Louisiana Attorney General**

Jeff Landry  
P.O. Box 94095  
Baton Rouge, LA 70804

**Maine Attorney General**

Aaron Frey  
State House Station 6  
Augusta, ME 04333

**Maryland Attorney General**

Anthony G. Brown  
200 St. Paul Place  
Baltimore, MD 21202

**Massachusetts Attorney General**

Andrea Campbell  
1 Ashburton Place  
Boston, MA 02108

**Michigan Attorney General**

Dana Nessel  
P.O. Box 30212  
525 W. Ottawa St.  
Lansing, MI 48909

**Minnesota Attorney General**

Keith Ellison  
75 Dr. Martin Luther King, Jr. Blvd.  
Suite 102, State Capital  
St. Paul, MN 55155

**Mississippi Attorney General**

Lynn Fitch  
Department of Justice, P.O. Box 220  
Jackson, MS 39205

**Missouri Attorney General**

Andrew Bailey  
Supreme Ct. Bldg., 207 W. High St.  
P.O. Box 899  
Jefferson City, MO 65101

**Montana Attorney General**

Austin Knudsen  
Office of the Attorney General, Justice Bldg.  
215 N. Sanders St., Third Floor  
P.O. Box 201401  
Helena, MT 59620

**Nebraska Attorney General**

Mike Hilgers  
2115 State Capitol  
P.O. Box 98920  
Lincoln, NE 68509

**Nevada Attorney General**

Aaron D. Ford  
100 N. Carson St.  
Old Supreme Ct. Bldg.  
Carson City, NV 89701  
\*NVAGCAFAnotices@ag.nv.gov

**New Hampshire Attorney General**

John Formella  
33 Capitol St.  
Concord, NH 03301

\*Preferred

**New Jersey Attorney General**

Matthew J. Platkin  
Richard J. Hughes Justice Complex  
25 Market Street, 8th Floor  
P.O. Box 080  
Trenton, NJ 08625

**New Mexico Attorney General**

Raul Torrez  
P.O. Drawer 1508  
Santa Fe, NM 87504

**New York Attorney General**

Letitia A. James  
Department of Law  
The Capitol, 2nd Floor  
Albany, NY 12224

**North Carolina Attorney General**

Josh Stein  
Department of Justice  
P.O. Box 629  
Raleigh, NC 27602

**North Dakota Attorney General**

Drew Wrigley  
State Capitol  
600 E. Boulevard Ave.  
Bismarck, ND 58505

**Northern Mariana Islands Attorney General**

Edward E. Manibusan  
Administration Building  
P.O. Box 10007  
Saipan, MP 96950

**Ohio Attorney General**

Dave Yost  
State Office Tower  
30 E. Broad St., 14th Floor  
Columbus, OH 43215

**Oklahoma Attorney General**

Gentner Drummond  
313 NE 21st Street  
Oklahoma City, OK 73105

**Oregon Attorney General**

Ellen F. Rosenblum  
Oregon Department of Justice  
1162 Court St., NE  
Salem, OR 97301

**Pennsylvania Attorney General**

Michelle A. Henry  
Pennsylvania Office of Attorney General  
16th Floor, Strawberry Square  
Harrisburg, PA 17120

**Puerto Rico Attorney General**

Domingo Emanuelli Hernandez  
P.O. Box 9020192  
San Juan, PR 00902

**Rhode Island Attorney General**

Peter F. Neronha  
150 S. Main St.  
Providence, RI 02903

**South Carolina Attorney General**

Alan Wilson  
Rembert C. Dennis Office Bldg.  
P.O. Box 11549  
Columbia, SC 29211

**South Dakota Attorney General**

Marty Jackley  
1302 East Highway 14, Suite 1  
Pierre, SD 57501

**Tennessee Attorney General**

Jonathan Skrmetti  
425 5<sup>th</sup> Avenue North  
Nashville, TN 37243

**Texas Attorney General**

Ken Paxton  
Capitol Station  
P.O. Box 12548  
Austin, TX 78711

**U.S. Virgin Islands Attorney General**

Ariel M. Smith  
34-38 Kronprindsens Gade  
GERS Building, 2nd Floor  
St. Thomas, Virgin Islands 00802



Page 4 of 4

**Utah Attorney General**

Sean Reyes  
State Capitol, Rm. 236  
Salt Lake City, UT 84114

**Vermont Attorney General**

Charity R. Clark  
109 State St.  
Montpelier, VT 05609

**Virginia Attorney General**

Jason Miyares  
202 North Ninth Street  
Richmond, VA 23219

**Washington Attorney General**

Bob Ferguson  
1125 Washington St. SE  
P.O. Box 40100  
Olympia, WA 98504

**West Virginia Attorney General**

Patrick Morrissey  
State Capitol Complex, Bldg. 1, Rm. E-26  
1900 Kanawha Blvd. E  
Charleston, WV 25305

**Wisconsin Attorney General**

Josh Kaul  
Wisconsin Department of Justice State  
Capitol, Room 114 East  
P.O. Box 7857  
Madison, WI 53707

**Wyoming Attorney General**

Bridget Hill  
State Capitol Bldg.  
109 State Capitol  
Cheyenne, WY 82002

# Exhibit C

From:

To:

Subject: In re Sovos Compliance Data Security Incident Settlement

---

Class Member ID: <<Refnum>>

***A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.***

**If you are an individual residing in the United States whose Private Information may have been impacted by a Data Incident affecting Sovos Compliance, LLC, please read below.**

**Why did I get this Email Notice?** A class action settlement in the amount of \$3,534,128.50 has been reached in a lawsuit entitled *In re Sovos Compliance Data Security Incident Litigation*, Case No. 1:23-cv-12100 in the United States District Court District of Massachusetts (“Action”). The Action alleges that on or about May 30, 2023, there was unauthorized access to or acquisition of the Private Information of approximately 490,000 individuals that occurred as a result of unauthorized access to the MOVEit Transfer application used by Sovos (“Data Incident”). Sovos utilizes the MOVEit Transfer application to help customers, including <<customer name>>, deliver unclaimed property services. Sovos maintains that it has meritorious defenses to the Action, and that it was prepared to vigorously defend the lawsuit.

**Who Is Included?** Sovos’ records indicate you are included in the Settlement as a Settlement Class Member because your Private Information may have been involved in the Data Incident. Additionally, you may be a California Settlement Subclass member if you resided in California on May 30, 2023.

**What are the Settlement Class Member Benefits?**

- All Settlement Class Members may elect to receive a Cash Payment and Credit Monitoring, and all California Settlement Subclass members may also elect to receive the California Statutory Award. Specifically, any Settlement Class Member who submits a Valid Claim may elect to receive either: (1) up to a total of \$2,000 of compensation for unreimbursed ordinary losses fairly traceable to the Data Incident; compensation for lost time of \$25 per hour, up to five hours (for a total of \$125) with an attestation, including a brief description of the action(s) taken in response to the Data Incident; and compensation for extraordinary losses, up to a total of \$10,000, for actual documented and unreimbursed monetary loss fairly traceable to the Data Incident (collectively “Cash Payment A”); OR (2) a flat payment in the amount of \$150 (“Cash Payment B”). These Settlement payments will be paid via check or electronic transfer out of the Net Settlement Fund following the payment of Service Awards to Class Representatives, attorneys’ fees and costs of up to 33.33% of the Settlement Fund and reimbursement of reasonable costs for Class Counsel, and all Settlement Administration Costs.
- California Settlement Subclass members who submit a Valid Claim may also elect to receive the California Statutory Award in the amount of \$100, in addition to Cash Payment A or Cash Payment B.
- In addition to Cash Payment A or Cash Payment B and the California Statutory Award, if applicable, Settlement Class Members may also make a Claim for Credit Monitoring that will include: (i) real time monitoring of the credit file at all three bureaus; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) identity theft insurance (no deductible); and (v) access to fraud resolution agents to help investigate and resolve instances of identity theft.
- Cash Payments and California Statutory Awards will be subject to a *pro rata* increase from the Net Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of the Cash Payments and California Statutory Awards may be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring and then for Cash Payments and California Statutory Awards. Any *pro rata* increases or decreases to Cash Payments and California Statutory Awards will be on an equal percentage basis. In the unexpected event the value of Credit Monitoring on its own exhausts the amount of the Net Settlement Fund, the length of the Credit Monitoring provided will be reduced as necessary to bring the cost within the Net Settlement Fund.

**How Do I Receive A Settlement Class Member Benefit Payment?** To receive payment, Settlement Class Members must submit a Claim Form to the Settlement Administrator by June 10, 2024. The form is available at [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com)

and may be submitted through the Settlement Website or by U.S. mail to:

*In re Sovos Compliance Data Security Incident Litigation*  
c/o Kroll Settlement Administration LLC  
PO Box 5324  
New York, NY 10150-5324

**What Are My Options?** You can do nothing, submit a Claim Form, or opt-out of the Settlement. If you do nothing or submit a Claim Form, your rights will be affected. You will not be able to sue Sovos or any of the other Released Parties, including the Sovos Customer(s) that directly or indirectly provided your Private Information to Sovos, in a future lawsuit for claims addressed in the Settlement. If you opt-out, you will not receive the Settlement Class Member Benefits, but you will keep your right to sue the Released Parties in a separate lawsuit over the issues covered by the Settlement. You must contact the Settlement Administrator by mail to opt-out. If you do not opt-out, you can also object to the Settlement and/or Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards. See Long Form Notice on the Settlement Website for instructions on how to object to the Settlement. ***All requests to opt-out must be mailed and postmarked before the end of the Opt-Out Period, which is June 24, 2024. All objections must be filed with the Court and sent to Class Counsel, Sovos' Counsel, and the Settlement Administrator before the end of the Objection Period, which is also June 24, 2024.***

**The Final Approval Hearing.** The Court will hold a Final Approval Hearing at **2:30 p.m. ET, on July 23, 2024**, at the United States District Court District of Massachusetts, **1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210**. At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards seeking up to 33.33% of the Settlement Fund in attorneys' fees, reimbursement of costs, and a Service Award of \$2,500 each to the Class Representatives. If there are objections, the Court will consider them.

**Getting More Information.** More information, including the Settlement Agreement and other related documents, is available at [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com). You should monitor the Settlement Website or the Court's PACER website to ensure that the Final Approval Hearing date does not change as the date may change without further notice to the Settlement Class. Contact information for Class Counsel Mason Barney and Tyler Bean of Siri & Glimstad LLP and Jeff Ostrow of Kopelowitz Ostrow P.A. is as follows:

Mason A. Barney  
Tyler J. Bean  
**SIRI & GLIMSTAD, LLP**  
745 Fifth Avenue, Suite 500  
New York, NY 10151

and

Jeff Ostrow  
**KOPELOWITZ OSTROW P.A.**  
One West Las Olas Blvd., Suite 500  
Fort Lauderdale, Florida 33301

You also may write with questions to the Settlement Administrator at *In re Sovos Compliance Data Security Incident Litigation*, c/o Kroll Settlement Administration LLC, PO Box 5324, New York, NY 10150-5324. You can access the Claim Form and review additional documents on the Settlement Website. You can also request to receive Claim Forms, a copy of the Settlement Agreement, and a detailed Long Form Notice by mail or by calling the toll-free telephone number, (833) 462-4282.

# Exhibit D

In re Sovos Compliance Data Security Incident Litigation  
c/o Kroll Settlement Administration LLC  
PO Box 5324  
New York, NY 10150-5324

FIRST CLASS MAIL  
U.S. POSTAGE PAID  
CITY, ST  
PERMIT NO. XXXX

**ELECTRONIC SERVICE REQUESTED**

**A proposed Settlement has been reached in a class action lawsuit known as In re Sovos Compliance Data Security Incident Litigation, Case No. 1:23-cv-12100 (the "Action"), which is currently pending in the United States District Court District of Massachusetts.**

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

**Postal Service: Please do not mark or cover barcode**

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

**What is this case about?** A class action settlement in the amount of \$534,350 has been reached in a case known as the **California Compliance Data Security Incident Litigation**, Case No. 1:23-cv-12100 ("Action") filed in the United States District Court District of Massachusetts. The individuals who sued are called the "Plaintiffs" or "Class Representatives" and the company they sued, Sovos Compliance, LLC ("Sovos"), is known as the "Defendant." Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of anyone whose Private Information was potentially impacted as a result of a data security incident. The Action alleges that the unauthorized access to or acquisition of the Private Information of the Plaintiffs and Settlement Class Members occurred as a result of unauthorized access to the MOVEit Transfer application that Sovos used, and that such unauthorized access or acquisition took place on or about May 30, 2023 ("Data Incident"). Sovos utilizes the MOVEit Transfer application to help customers, including <<name1>> deliver unclaimed property services. Subsequently, this Action was filed asserting claims against Defendant relating to the Data Incident. Defendant denies any wrongdoing.

### Who is a Settlement Class Member?

**Settlement Class Member:** All living individuals residing in the United States who were sent a notice by Sovos or by a Sovos Customer indicating that their Private Information may have been impacted in the Data Incident, including any member of the California Settlement Subclass, who has not opted-out of the Settlement.  
**California Settlement Subclass:** Settlement Class Members residing in California as of May 30, 2023.

Excluded from the Settlement Class (which includes the California Settlement Subclass) are (a) all persons who are employees, directors, officers, and agents of Sovos or a Sovos Customer, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

**What are the benefits?** The Settlement provides the following Settlement Class Member Benefits:

#### • Cash Payment A

- All Settlement Class Members are eligible to recover: compensation for ordinary losses fairly traceable to the Data Incident, up to a total of \$2,000 per person; compensation for lost time reimbursed at \$25 per hour up to five hours (for a total of \$125); and compensation for extraordinary losses, up to a total of \$10,000, per Settlement Class Member. For more information on how to submit a Cash Payment A Claim, refer to the Long Form Notice on the Settlement Website at [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com).

- **Cash Payment B:** In the alternative to Cash Payment A, Settlement Class Members may make a Claim for Cash Payment B, which is a flat payment in the amount of \$150.

**California Statutory Claim Payment:** In addition to Cash Payment A or Cash Payment B, Plaintiffs and Settlement Class Members who submit Valid Claims may also elect to receive a California Statutory Award in the amount of \$100.

- **Credit Monitoring:** In addition to the foregoing Settlement Class Member Benefits, all Settlement Class Members may also make a Claim for Credit Monitoring with three bureaus.

- All Settlement Class Member Benefits may be subject to a pro rata increase or decrease depending upon how many Settlement Class Members submit Valid Claims and the value of all Settlement Class Member Benefits claimed.

**How do I make a Claim?** You must file a Claim Form by mail postmarked by June 10, 2024, and mailed to the Settlement Administrator's address below, or online at [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com) by June 10, 2024 to receive any benefit.

### What are my other rights?

- **Do Nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue Sovos and all other Released Parties in the Settlement, including the Sovos Customer(s) that directly or indirectly provided your Private Information to Sovos, and you will not get any money as a Settlement Class Member.

- **Opt-Out** You can exclude yourself from the Settlement and keep your right to sue for the claims being released in the Settlement, but you will not get any money from the Settlement. You must submit a request to opt-out to the Settlement Administrator by June 24, 2024.

- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Your objection must be submitted by June 24, 2024.

Detailed instructions on how to file a Claim Form, opt-out, or object, can be found on the Long Form Notice found on the Settlement Website.

The Court will hold the Final Approval Hearing on July 23, 2024, at 2:30 p.m. ET, to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider an award of attorneys' fees of up to 33.33% of the Settlement Fund, reimbursement of costs, and a Service Award of \$2,500 to the Class Representatives, and to consider whether and if the Settlement should be approved. You may attend the hearing, but you don't have to. For additional information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, and other Court documents, visit the Documents section of the Settlement Website or call (833) 462-4282. You may also contact the Settlement Administrator at *In re Sovos Compliance Data Security Incident Litigation*, c/o Kroll Settlement Administration LLC, PO Box 5324, New York, NY 10150-5324.

Postage  
Required

*In re Sovos Compliance Data Security Incident Litigation*  
c/o Kroll Settlement Administration LLC  
PO Box 5324  
New York, NY 10150-5324



<<Barcode>>

Class Member ID: <<Refnum>>

## Address Update

If you have an address different from where this postcard was mailed to, please write your correct address and email below and return this portion to the address provided on the other side

**DO NOT USE THIS POSTCARD TO FILE A CLAIM, AN EXCLUSION OR OBJECTION.**

Name: \_\_\_\_\_  
First Name M.I. Last Name

Street Address: \_\_\_\_\_

Street Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

# Exhibit E

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

**If Sovos Compliance, LLC (“Sovos”), Or One Of Its Customers, Notified You Of A Data Incident, You May Be Eligible For Benefits From A Class Action Settlement.**

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

- A proposed Settlement in the amount of \$3,534,128.50 has been reached in a class action lawsuit known as *In re Sovos Compliance Data Security Incident Litigation*, Case No. 1:23-cv-12100 (“Action”), filed in United States District Court District of Massachusetts.
- The Action alleges that on or about May 30, 2023, the MOVEit Transfer application used by Defendant Sovos Compliance, LLC was impacted by a zero-day vulnerability that resulted in the unauthorized access to or acquisition of the Private Information of approximately 490,000 individuals (“Data Incident”). Sovos utilizes the MOVEit Transfer application to help various customers deliver unclaimed property services. Sovos maintains that it has defenses to the Action, and that it was prepared to vigorously defend the lawsuit.
- All Settlement Class Members may elect to receive a Cash Payment and Credit Monitoring, and, if applicable, the California Statutory Award, as set forth below:

Cash Payment A or Cash Payment B: Any Settlement Class Member who submits a Valid Claim may elect to receive Cash Payment A in the form of compensation for unreimbursed ordinary losses, fairly traceable to the Data Incident, up to a total of \$2,000 per person, with supporting documentation; compensation for lost time of \$25 per hour, up to five hours (for a total of \$125) with an attestation including a brief description of the action(s) taken in response to the Data Incident; and compensation for extraordinary losses, up to a total of \$10,000, for actual documented and unreimbursed monetary loss fairly traceable to the Data Incident (“Cash Payment A”); **OR** Cash Payment B in the form of a flat payment in the amount of \$150 (“Cash Payment B”).

California Statutory Claim Payment: In addition to Cash Payment A or Cash Payment B, all California Settlement Subclass members may also elect to receive the California Statutory Award in the amount of \$100.

Credit Monitoring: In addition to Cash Payment A or Cash Payment B and the California Statutory Award, if applicable, all Settlement Class Members may also make a Claim for Credit Monitoring.

All Settlement Class Member Benefits may be subject to a *pro rata* increase or decrease depending upon how many Settlement Class Members make Valid Claims and the value of all Settlement Class Member Benefits claimed.

Cash Payments will be made via check or electronic transfer out of the Net Settlement Fund following the payment of Settlement Administration Costs, Service Awards to Class Representatives of up to \$2,500 per Plaintiff, attorneys’ fees to Class Counsel of up to 33.33% of the Settlement Fund, and reimbursement of reasonable costs to Class Counsel.

- Settlement Class Members are:
  - All living individuals residing in the United States who were sent a notice by Sovos or by a Sovos Customer indicating that their Private Information may have been impacted in the Data Incident.
- California Settlement Subclass members are:
  - All Settlement Class Members residing in California as of May 30, 2023.
- Excluded from the Settlement Class are: (a) all persons who are employees, directors, officers, and agents of Sovos or a Sovos Customer, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

**YOUR LEGAL RIGHTS ARE AFFECTED REGARDLESS OF WHETHER YOU DO OR DO NOT ACT.  
READ THIS NOTICE CAREFULLY.**

| <b>YOUR LEGAL RIGHTS &amp; OPTIONS IN THIS SETTLEMENT</b> |   |
|---|---|
| <b>Submit a Claim Form</b>                                | <p><b>You must submit a Valid Claim to get a Cash Payment and Credit Monitoring from this Settlement.</b></p> <p>Claim Forms must be submitted online or mailed and postmarked no later than June 10, 2024.</p>   |
| <b>Do Nothing</b>   | <p>If you do nothing, you remain in the Settlement.</p> <p>You also give up your rights to sue Sovos or any of the other Released Parties, including the Sovos Customer(s) that directly or indirectly provided your Private Information to Sovos, and you will not get any of the Settlement Class Member Benefits (cash compensation or offer of free Credit Monitoring).</p> |
| <b>Opt-Out of the Settlement</b>                          | <p><b>Get out of the Settlement. Get no Cash Payment or Credit Monitoring. Keep your rights.</b></p> <p>This is the only option that allows you to keep your right to sue for the claims being released in the Settlement. You will not get any money from the Settlement.</p> <p>Your request to opt-out must be mailed and postmarked no later than June 24, 2024.</p>        |
| <b>File an Objection</b>                                  | <p>Stay in the Settlement but tell the Court why you think the Settlement should not be approved.</p> <p>Objections must be filed with the Court and postmarked no later than June 24, 2024.</p>  |
| <b>Go to a Hearing</b>                                    | <p>You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details.</p> <p>The Final Approval Hearing is scheduled for July 23, 2024, at 2:30 p.m. ET.</p>   |

**WHAT THIS LONG-FORM NOTICE CONTAINS**

**Basic Information..... Page 4**

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

**The Settlement Benefits..... Pages 5-6**

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

**Exclude Yourself..... Page 7**

10. How do I opt-out from the Settlement?
11. If I do opt-out, can I sue later?
12. What happens if I do nothing at all?

**The Lawyers Representing You..... Page 7**

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

**Objecting to the Settlement..... Pages 8-9**

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

**The Final Approval Hearing..... Pages 9-10**

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

**Get More Information..... Page 10**

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

## BASIC INFORMATION

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

You are a Settlement Class Member if you are an individual residing in the United States who was sent a notice by Sovos or by a Sovos Customer indicating that their Private Information may have been impacted in the Data Incident.

You are also a California Settlement Subclass member if you are a Settlement Class Member and were residing in California as of May 30, 2023.

The Settlement Class specifically excludes: (a) all persons who are employees, directors, officers, and agents of Sovos or a Sovos Customer, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

This Long Form Notice explains the nature of the Action and claims being settled, your legal rights, and the benefits to the Settlement Class.

### 2. What is this case about?

This case is known as *In re Sovos Compliance Data Security Incident Litigation*, Case No. 1:23-cv-12100, filed in the United States District Court District of Massachusetts. The persons who sued are called the "Plaintiffs" or "Class Representatives" and the company they sued, Sovos Compliance, LLC, is known as the "Defendant" in this case.

Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of all others whose Private Information was potentially impacted as a result of the Data Incident.

The Action alleges there was unauthorized access to or acquisition of the Private Information of Plaintiffs' and approximately 490,000 Settlement Class Members as a result of unauthorized access to the MOVEit Transfer application that Sovos used on or about May 30, 2023. Sovos utilizes the MOVEit Transfer application to help Customers deliver unclaimed property services.

Defendant denies all claims asserted against it in the Action and denies all allegations of wrongdoing and liability.

### 3. Why is there a Settlement?

The Parties agreed to settle the Action and all claims arising out of or related to the allegations or subject matter of the Consolidated Complaint for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Action. The Plaintiffs, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and in the best interest of the Settlement Class. The Court did not decide in favor of the Plaintiffs or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com).

### 4. Why is this a class action?

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

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

You are included in the Settlement Class if you are an individual residing in the United States who was sent a notice by Sovos or by a Sovos Customer indicating that your Private Information may have been impacted in the Data Incident. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com), call toll-free (833) 462-4282, or write to *In re Sovos Compliance Data Security Incident Litigation*, c/o Kroll Settlement Administration, PO Box 5324, New York, NY 10150-5324.

## THE SETTLEMENT BENEFITS

### 6. What does this Settlement provide?

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

#### **Cash Payment A**

**Compensation for Ordinary Losses:** All Settlement Class Members are eligible to recover up to a total of \$2,000 of compensation for unreimbursed ordinary losses fairly traceable to the Data Incident that were incurred between May 30, 2023 and June 10, 2024. Settlement Class Members must submit documentation supporting their Claims for ordinary losses. This documentation may include receipts or other documentation not “self-prepared” by the Claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Ordinary losses can arise from the following categories:

- (i) *Out of pocket expenses incurred* as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
- (ii) *Fees for credit reports, credit monitoring, or other identity theft insurance product* purchased between May 30, 2023, and June 10, 2024 that the Claimant attests he/she incurred as a result of the Data Incident.

**Compensation for Lost Time:** Settlement Class Members who spent time remedying issues related to the Data Incident may receive reimbursement of \$25 per hour up to five hours (for a total of \$125) with an attestation that includes a brief description of the action(s) taken in response to the Data Incident. No documentation is required.

**Compensation for Extraordinary Losses:** Settlement Class Members are eligible to recover up to a total of \$10,000 of compensation for extraordinary losses if the extraordinary loss (i) is an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) is fairly traceable to the Data Incident; (iii) occurred after the Data Incident and before the Claim Form Deadline; (iv) is not already covered by one or more of the ordinary loss categories, and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Claims will be subject to review for completeness and plausibility by the Settlement Administrator.

To receive reimbursement from the Net Settlement Fund for any of the above-referenced documented ordinary or extraordinary losses, Settlement Class Members must submit a Valid Claim that includes the necessary supporting documentation.

#### **Cash Payment B**

Instead of selecting Cash Payment A, Settlement Class Members may elect to receive Cash Payment B, which is a flat payment in the amount of \$150.

#### **California Statutory Claim Payment**

In addition to Cash Payment A or Cash Payment B, California Settlement Subclass members who submit a Valid Claim may also elect to receive the California Statutory Award in the amount of \$100.

#### **Credit Monitoring Claims**

In addition to Cash Payment A or Cash Payment B and the California Statutory Claim Payment, if applicable, Settlement Class Members may also elect to receive Credit Monitoring with three bureaus. Credit Monitoring will include: (i) real time monitoring of the credit file at all three bureaus; (ii) dark web scanning with immediate

notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) identity theft insurance (no deductible); and (v) access to fraud resolution agents to help investigate and resolve instances of identity theft.

### ***Pro Rata Adjustment***

Settlement Class Cash Payments and California Statutory Awards will be subject to a *pro rata* increase from the Net Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of the Cash Payments and California Statutory Awards may be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring and then for Cash Payments and California Statutory Awards. Any *pro rata* increases or decreases to Cash Payments and California Statutory Awards will be on an equal percentage basis. In the unexpected event the value of Credit Monitoring on its own exhausts the amount of the Net Settlement Fund, the length of the Credit Monitoring provided will be reduced as necessary to bring the cost within the Net Settlement Fund.

### **7. How do I submit a Claim Form?**

You must submit a Claim online at the Settlement Website ([www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com)) or send a hard copy Claim Form to the Settlement Administrator at the following address: *In re Sovos Compliance Data Security Incident Litigation*, c/o Kroll Settlement Administration, PO Box 5324, New York, NY 10150-5324. All Claim Forms will be reviewed by the Settlement Administrator for completeness and plausibility. Claim Forms must be postmarked or submitted online no later than June 10, 2024. For more information, please visit [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com), or you can call the Settlement Administrator at (833) 462-4282 for a Claim Form.

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

If you stay in the Settlement Class, you will be eligible to receive the benefits outlined herein, but you will not be able to sue Sovos, nor their past, present, or future direct or indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, or trustees; nor will you be able to sue Sovos' Customers or Sovos' Customers' past, present, or future direct or indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, or trustees (collectively, "Released Parties") regarding claims relating to the Data Incident.

Please note that companies other than Sovos similarly experienced data incidents relating to the MOVEit Transfer application at or around the same time as the Data Incident. By staying in the Settlement Class, you will not be releasing any claims relating to such other data incidents. In addition, by staying in the Settlement Class you will not be releasing any claims against Progress Software or any other non-released party relating to the Data Incident.

The Settlement Agreement, which includes all provisions about Released Claims, releases, and Released Parties, is available at [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com).

The only way to keep the right to sue the Released Parties regarding the Data Incident is to opt-out of the Settlement (*see* Question 10), otherwise you will be included in the Settlement Class and, if the Settlement is approved, you give up the right to sue for these claims.

### **9. Will the Class Representatives receive compensation?**

Yes. If approved by the Court, the Class Representatives may each receive a Service Award of up to \$2,500, to compensate them for their services and efforts in bringing the Action. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives



**EXCLUDE YOURSELF**

**10. How do I opt-out of the Settlement?**

If you do not want to be included in the Settlement, you must “opt-out” by sending a timely request to opt-out, stating your full name, address, and telephone number. Your request to opt-out must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature (or the original signature of a person authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on your behalf with respect to a claim or right such as those in the Action); and (c) state your intent to opt-out of the Settlement Class and from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

Your written request to opt-out must be postmarked no later than **June 24, 2024** to:

*In re Sovos Compliance Data Security Incident Litigation*  
c/o Kroll Settlement Administration  
PO Box 5324  
New York, NY 10150-5324

Instructions on how to submit a request to opt-out are available at [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com) or from the Settlement Administrator by calling (833) 462-4282.

If you opt-out, you will not be able to receive any of the Settlement Class Member Benefits, and you cannot object to the Settlement at the Final Approval Hearing. You will not be legally bound by anything that happens in the Action, and you will keep your right to sue Defendant on your own for the claims that this Settlement resolves.

**11. If I do not opt-out, can I sue later?**

No. If you do not opt-out of the Settlement, and the Settlement is approved by the Court, you forever give up the right

**12. What happens if I do nothing at all?**

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

**THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in the case?**

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

**14. How will the lawyers be paid?**

Class Counsel will file an Application for Attorneys’ Fees, Costs, and Service Awards with the Court. The attorneys’ fees will not exceed 33.33% of the total Settlement Fund. The Settlement Fund is \$3,534,128.50. Class Counsel will also request the payment of reasonable costs incurred in prosecuting the Action. A copy of Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Awards for Class Representatives will be filed with the Court no later than 45 days before the Final Approval Hearing. A copy will be posted on this Settlement Website, [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com), before the Final Approval Hearing. The Court will make the final decision as to the amounts to be paid to Class Counsel.

**OBJECTING TO THE SETTLEMENT**

**15. If I do not like the Settlement, how do I tell the Court?**

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an objection with the Court and serve it on Class Counsel, Sovos' Counsel, and the Settlement Administrator by June 24, 2024 (the last day of the "Objection Period") stating why you do not think the Settlement should be approved.

To be valid, each objection must set forth the following:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i. the objector's signature (an attorney's signature is not sufficient).  
Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

Your objection must be filed with the Clerk of Court by June 24, 2024 (the last day of the "Objection Period"), and must also include the case name and docket number *In re Sovos Compliance Data Security Incident Litigation*, Case No. 1:23-cv-12100 ("Action"). It gets filed in United States District Court District of Massachusetts. The address of the Clerk of Court is as follows:

Office of District Court of Massachusetts Clerk  
1 Courthouse Way, Suite 2300  
Boston, Massachusetts 02210

In addition, you must concurrently mail or hand deliver a copy of your objection to Class Counsel, Sovos' Counsel and the Settlement Administrator, mailed and postmarked no later than **June 24, 2024**:

| CLASS COUNSEL   | SOVOS' COUNSEL  |
|---|---|
| <p style="text-align: center;">Mason A. Barney<br/>Tyler J. Bean<br/>Siri &amp; Glimstad LLP<br/>745 Fifth Avenue, Suite 500<br/>New York, NY 10151<br/>mbarney@sirillp.com<br/>tbean@sirillp.com</p> <p style="text-align: center;">and</p> <p style="text-align: center;">Jeff Ostrow<br/>Kopelowitz Ostrow P.A.<br/>1 West Las Olas Blvd., Ste. 500<br/>Fort Lauderdale, FL 33301<br/>ostrow@kolawyers.com</p> | <p style="text-align: center;">Michelle L. Visser<br/>Orrick, Herrington &amp; Sutcliffe LLP<br/>405 Howard Street<br/>San Francisco, CA 94105<br/>mvisser@orrick.com</p> |
| <p><b>SETTLEMENT ADMINISTRATOR</b><br/><i>In re Sovos Compliance Data Security Incident Litigation</i><br/>c/o Kroll Settlement Administration<br/>PO Box 5324<br/>New York, NY 10150-5324</p>  |   |

If you do not submit your objection with all requirements, or if your objection is not timely submitted by June 24, 2024, you will be considered to have waived all objections and will not be entitled to speak at the Final Approval Hearing.

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

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you don't want to be part of the Settlement Class. If you opt-out you have no basis to object because the Settlement no longer affects you.

**THE FINAL APPROVAL HEARING**

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

The Court will hold the Final Approval Hearing on July 23, 2024, 2:30 p.m. ET in Courtroom 8, 3<sup>rd</sup> Floor, of the United States District Court District of Massachusetts, 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check the Settlement Website for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of the Settlement Class Members, and if it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the attorneys' fees and costs requested to be paid to Class Counsel, as well as the request for a Service Award to the Class Representatives.

**18. Do I have to come to the hearing?**

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

If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

**19. May I speak at the hearing?**

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

**GET MORE INFORMATION**

**20. How do I get more information about the Settlement?**

This is only a summary of the proposed Settlement. If you want additional information about this Action, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards for Class Representatives when available, and more, please visit the Settlement Website, [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com), or call (833) 462-4282. You may also contact the Settlement Administrator at *In re Sovos Compliance Data Security Incident Litigation*, c/o Kroll Settlement Administration, PO Box 5324, New York, NY 10150-5324.

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

# Exhibit F



8175900000000

**Your Claim must  
be submitted online  
or postmarked by:  
June 10, 2024**

**CLAIM FORM FOR SOVOS DATA INCIDENT**

*In re Sovos Compliance Data Security Incident Litigation*  
Case No.: 1:23-cv-12100  
United States District Court District of Massachusetts

**SOVOS-C**

**USE THIS FORM ONLY IF YOU ARE SETTLEMENT CLASS MEMBER**

**GENERAL INSTRUCTIONS**

If you received Notice of this Settlement, the Settlement Administrator identified you as a Settlement Class Member because your Private Information may have been involved in the Data Incident. You may submit a Claim for Settlement Class Member Benefits, outlined below. Please refer to the Long Form Notice posted on the Settlement Website, [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com), for more information on submitting a Claim Form.

**To receive Settlement Class Member Benefits for Cash Payment A or Cash Payment B, Credit Monitoring and the California Statutory Award, if applicable, you must submit the Claim Form below by June 10, 2024.**

This Claim Form may be submitted electronically *via* the Settlement Website at [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com) or completed and mailed to the address below. If you choose to complete and mail in a Claim Form, please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

*In re Sovos Compliance Data Security Incident Litigation*  
*c/o Kroll Settlement Administration LLC*  
PO Box 5324  
New York, NY 10150-5324

**You may submit a Claim for the following Settlement Class Member Benefits**

**Cash Payment A:**

- 1) **Compensation for Ordinary Losses:** All Settlement Class Members are eligible to recover up to a total of \$2,000 of compensation for unreimbursed ordinary losses fairly traceable to the Data Incident that incurred between May 30, 2023, and June 10, 2024. Settlement Class Members must submit documentation supporting their Claims for ordinary losses, and such losses must not have been previously reimbursed or subject to reimbursement by insurance or a third party. The ordinary losses claimed must also be reasonably described and supported by an attestation under penalty of perjury, which is part of this Claim Form.
- 2) **Compensation for Lost Time:** Settlement Class Members who spent time remedying issues related to the Data Incident may also receive reimbursement of \$25 per hour up to five hours (for a total of \$125), with an attestation that includes a brief description of the action(s) taken in response to the Data Incident. No documentation is required.
- 3) **Compensation for Extraordinary Losses:** Settlement Class Members are also eligible to recover up to a total of \$10,000 of compensation for extraordinary losses if the extraordinary loss: (i) is an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) is fairly traceable to the Data Incident; (iii) occurred after May 30, 2023 and before June 10, 2024; (iv) is not already covered by one or more of the ordinary loss categories, and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

**Questions? Go to [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com) or call (833) 462-4282.**



81759



CF



Page 1 of 6



8175900000000

**Your claim must be submitted online or postmarked by: June 10, 2024**

**CLAIM FORM FOR SOVOS DATA INCIDENT**

**SOVOS-C**

*In re Sovos Compliance Data Security Incident Litigation*  
Case No.: 1:23-cv-12100  
United States District Court District of Massachusetts

**OR**

**Cash Payment B:**

In the alternative to Cash Payment A above, Settlement Class Members may make a Claim for Cash Payment B, which is a flat payment in the amount of \$150.

**AND IF APPLICABLE TO YOU:**

California Statutory Award: In addition to Cash Payment A or Cash Payment B, California Settlement Subclass members may also elect to receive the California Statutory Award in the amount of \$100.

**AND**

In addition to Cash Payment A or Cash Payment B, and the California Statutory Award, if applicable, you may also submit a Claim for Credit Monitoring.

**Credit Monitoring:**

In addition to Cash Payment A or Cash Payment B and the California Statutory Claim, if applicable, Settlement Class Members may also make a Claim for Credit Monitoring that will include; (i) real time monitoring of the credit file at all three bureaus; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) medical identity monitoring; (v) identity theft insurance (no deductible); and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft.

**Pro Rata Adjustments**

Cash Payments and California Statutory Awards will be subject to a *pro rata* increase from the Net Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of the Cash Payments and California Statutory Awards may be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring and then for Cash Payments and California Statutory Awards. Any *pro rata* increases or decreases to Cash Payments and California Statutory Awards will be on an equal percentage basis. In the unexpected event the value of Credit Monitoring on its own exhausts the amount of the Net Settlement Fund, the length of the Credit Monitoring provided will be reduced as necessary to bring the cost within the Net Settlement Fund.

**Questions? Go to [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com) or call (833) 462-4282.**



81759



CF



Page 2 of 6



8175900000000

Your claim must be submitted online or postmarked by: June 10, 2024

CLAIM FORM FOR SOVOS DATA INCIDENT

In re Sovos Compliance Data Security Incident Litigation Case No.: 1:23-cv-12100 United States District Court District of Massachusetts

SOVOS-C

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

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

ALL INFORMATION IS REQUIRED

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Email : \_\_\_\_\_ @ \_\_\_\_\_

Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

II. PROOF OF DATA INCIDENT SETTLEMENT CLASS MEMBERSHIP

Check this box to certify you are an individual residing in the United States who was sent a notice by Sovos or by a Sovos Customer indicating your Private Information may have been impacted in the Data Incident.

Enter the Class Member ID Number provided on your Postcard Notice or in your Email Notice.

Class Member ID : 8 1 7 5 9 \_\_\_\_\_

III. PAYMENT SELECTION

All Cash Payments and California Statutory Awards will be paid by check or electronic payment. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

Questions? Go to www.SovosDataIncidentSettlement.com or call (833) 462-4282.



81759



CF



Page 3 of 6





8175900000000

Your claim must be submitted online or postmarked by: **June 10, 2024**

**CLAIM FORM FOR SOVOS DATA INCIDENT**

*In re Sovos Compliance Data Security Incident Litigation*  
Case No.: 1:23-cv-12100  
United States District Court District of Massachusetts

**SOVOS-C**

**IV. CASH PAYMENT A**

**DO NOT COMPLETE THIS SECTION IF YOU WANT TO SELECT THE CASH PAYMENT B OPTION OF \$150 BELOW.**

**COMPENSATION FOR ORDINARY LOSSES**

Settlement Class Members not selecting the flat Cash Payment B option of \$150 may claim up to \$2,000 by submitting a valid and timely Claim Form and reasonable supporting documentation for ordinary losses fairly traceable to the Data Incident that occurred between May 30, 2023, and June 10, 2024. This documentation may include receipts or other documentation not “self-prepared” by the Claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Ordinary losses can arise from the following categories:

- (i) *Out of pocket expenses incurred* as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
- (ii) *Fees for credit reports, credit monitoring, or other identity theft insurance product* purchased between May 30, 2023, and June 10, 2024, that the Claimant attests he/she incurred as a result of the Data Incident.

**You must submit documentation to obtain this reimbursement.**

I have attached documentation showing that the claimed losses were fairly traceable to the Data Incident.

| Description of the Loss                             | Date of Loss                | Amount  | Description of Supporting Documentation          |
|---|-----------------------------|---------|--|
| Example:<br>Identity Theft Protection Service       | 0 7 - 1 7 - 2 0<br>MM DD YY | \$50.00 | Copy of identity theft protection service bill   |
| Example:<br>Travel expenses resulting from a breach | 0 2 - 3 0 - 2 1<br>MM DD YY | \$25.00 | Copy of receipts for travel and related expenses |
|   | - -<br>MM DD YY             | \$ .    |  |
|   | - -<br>MM DD YY             | \$ .    |  |
|   | - -<br>MM DD YY             | \$ .    |  |
|   | - -<br>MM DD YY             | \$ .    |  |

Questions? Go to [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com) or call (833) 462-4282.



8175900000000

**Your claim must be submitted online or postmarked by: June 10, 2024**

**CLAIM FORM FOR SOVOS DATA INCIDENT**

**SOVOS-C**

*In re Sovos Compliance Data Security Incident Litigation*  
 Case No.: 1:23-cv-12100  
 United States District Court District of Massachusetts

**COMPENSATION FOR LOST TIME**

All Settlement Class Members may also claim up to 5 hours of lost time, at \$25 an hour (for a maximum of \$125), for time spent dealing with the Data Incident. All such lost time must be reasonably described and supported by an attestation that the time spent was reasonably incurred dealing with the Data Incident. No supporting documentation is required.

Hours claimed (up to 5 hours – check one box)  1 Hour  2 Hours  3 Hours  4 Hours  5 Hours

I attest and affirm to the best of my knowledge and belief that any claimed lost time was spent related to the Data Incident.

**COMPENSATION FOR EXTRAORDINARY LOSSES**

Compensation for extraordinary losses, up to a total of \$10,000, per Settlement Class Member, if the extraordinary loss:

- (i) is an actual, documented and unreimbursed monetary loss due to fraud or identity theft;
- (ii) is fairly traceable to the Data Incident;
- (iii) occurred after May 30, 2023 and before June 10, 2024;
- (iv) is not already covered by one or more of the ordinary loss categories, and
- (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

**You must submit documentation to obtain this reimbursement.**

I have attached documentation showing that the claimed losses were fairly traceable to the Data Incident.

| Description of the Loss  | Date of Loss                | Amount  | Description of Supporting Documentation                          |
|--|-----------------------------|---------|--|
| Example:<br>Arrested based on mistaken identity                          | 0 7 – 1 7 – 2 0<br>MM DD YY | \$50.00 | Documentation of arrest and associated costs to remedy situation |
| Example:<br>Fees paid to a professional to remedy a falsified tax return | 0 2 – 3 0 – 2 1<br>MM DD YY | \$25.00 | Copy of the professional services bill                           |
|  | - -<br>MM DD YY             | \$ .    |  |
|  | - -<br>MM DD YY             | \$ .    |  |
|  | - -<br>MM DD YY             | \$ .    |  |
|  | - -<br>MM DD YY             | \$ .    |  |

Questions? Go to [www.SovosDataIncidentSettlement.com](http://www.SovosDataIncidentSettlement.com) or call (833) 462-4282.



81759



CF



Page 5 of 6



817590000000

Your claim must be submitted online or postmarked by: June 10, 2024

CLAIM FORM FOR SOVOS DATA INCIDENT

In re Sovos Compliance Data Security Incident Litigation Case No.: 1:23-cv-12100 United States District Court District of Massachusetts

SOVOS-C

V. CASH PAYMENT B

By checking the below box, I choose a cash payment of \$150 in the alternative to Cash Payment A.

NOTE: YOU MAY NOT FILE FOR COMPENSTATION FOR ORDINARY LOSSES, COMPENSATION FOR LOST TIME, OR COMPENSATION FOR EXTRAORDINARY LOSSES IF YOU ARE FILING FOR THE CASH PAYMENT B CLAIM IN THIS SECTION.

[ ] Yes, I choose Cash Payment B of \$150 in the alternative of Cash Payment A.

VI. CALIFORNIA STATUTORY CLAIM PAYMENT

By checking the below box, I elect a California Statutory Award of \$100 in addition to the Claims above.

NOTE: YOU MUST BE A CALIFORNIA SETTLEMENT SUBCLASS MEMBER TO MAKE A CLAIM IN THIS SECTION.

[ ] I attest and affirm that I was residing in California on May 30, 2023.

Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_

VII. CREDIT MONITORING CLAIM

By checking the below box, I choose, in addition to Cash Payment A or Cash Payment B and the California Statutory Claim Payment (if applicable) to make a Claim for Credit Monitoring that will include: (i) real time monitoring of the credit file; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) medical identity monitoring; (v) identity theft insurance (no deductible); and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft.

[ ] Check this box to certify that you elect and are eligible to receive a Credit Monitoring and identity theft protection product for 3 years because you did not previously accept the Credit Monitoring and identity theft protection services offered by Sovos or a Sovos Customer in connection with the Data Incident.

[ ] Check this box to elect to receive a Credit Monitoring and identity theft protection product for 1 year because you previously accepted the Credit Monitoring and identity theft protection services offered by Sovos or a Sovos Customer in connection with the Data Incident.

VIII. ATTESTATION & SIGNATURE

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

Signature \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_

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

Questions? Go to www.SovosDataIncidentSettlement.com or call (833) 462-4282.



81759

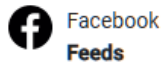


CF



Page 6 of 6


# Exhibit G



**Legal Notice**  
Sponsored

If you were notified by Sovos Compliance, LLC or a Sovos Customer that your private information may have been exposed in a data security incident related to a file transfer app that Sovos uses called MOVEit Transfer, you may be eligible for benefits from a Settlement.

**Sovos Compliance, LLC Data Breach Settlement**



[www.SovosDataInciden...](http://www.SovosDataInciden...) **LEARN MORE**

**Sovos Compliance, LLC Data Bre...**  
Court Authorized Notice


Like Comment Share



*Instagram*

**Legal Notice**  
Sponsored

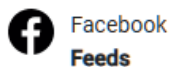
**Sovos Compliance, LLC Data Breach Settlement**



**Learn More**

♡ 🔍 📌


If you were notified by Sovos Compliance, LLC or a Sovos Customer that your private information may have been exposed in a data security incident related to a file transfer app that Sovos uses called MOVEit Transfer, you may be eligible for benefits from a Settlement.



**Legal Notice**  
Sponsored

If you were notified by Sovos Compliance, LLC or a Sovos Customer that your private information may have been exposed in a data security incident related to a file transfer app that Sovos uses called MOVEit Transfer, you may be eligible for benefits from a Settlement.

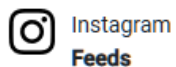
**Sovos Compliance, LLC  
Data Breach Settlement**



[www.SovosDataInciden...](http://www.SovosDataInciden...) [LEARN MORE](#)

**Sovos Compliance, LLC Data Bre...**  
Court Authorized Notice


Like Comment Share



*Instagram*

**Legal Notice**  
Sponsored

**Sovos Compliance, LLC  
Data Breach Settlement**



**Learn More**

♡ 💬 📌

If you were notified by Sovos Compliance, LLC or a Sovos Customer that your private information may have been exposed in a data security incident related to a file transfer app that Sovos uses called MOVEit Transfer, you may be eligible for benefits from a Settlement.

# Exhibit H

## Exclusion List

| Count | Record Identification Number |
|-------|------------------------------|
| 1     | 81759CCV91FW7                |
| 2     | 817591CN3HYRF                |
| 3     | 81759CDFR5WF1                |
| 4     | 817599DDWJJCM                |
| 5     | 81759CD5WVTZ7                |
| 6     | 817591GDQD6FT                |
| 7     | 817593B2MWJR6                |
| 8     | 817599PH0BBKM                |
| 9     | 8175996JP1D5C                |
| 10    | 817599BV23SZT                |
| 11    | 8175996QMMQKM                |
| 12    | 817599V0NQ0K3                |
| 13    | 81759CDK887HC                |



# EXHIBIT D

E A E C C  
 E C MA AC E  
 EA E

|   |   |
|---|---|
| <p>E C M A CE A A<br/>                 EC C E A</p> | <p>Case o. : C Masterocket<br/>                 CA AC</p> |
|---|---|

M E A A A E A A E  
 A CA A A E EE C A E EME A  
 A CE A A

W S, plainti s submitted to t e ourt t eir no osed Motion or Final roval o  
 lass Settlement ction Settlement and lication or ttorneys Fees, osts, and Service wards  
 . .

W S, on Fe ruary 12, 2024, t e ourt entered its Order rantin reliminary roval  
 o t e Settlement, w ic , *inter alia* 1 reliminally a roved t e Settlement 2 determined t at, or  
 ur oses o t e Settlement only, t e ctions ould roceed as a class action ursuant to Federal ules  
 o ivil rocedure 23 a and 23 2 3 and certi ied t e Settlement lass 3 a ointed plainti as  
 settlement lass e resentative 4 a ointed Mason Barney and yler Bean o Siri limstad LL  
 and e Ostrow o o elowit Ostrow . . as settlement lass ounsel 5 a roved t e orm and  
 manner o otice and t e otice ro ram a roved t e laim rocess and laim Form and  
 set t e Final roval earin date . . 42

W S, t erea ter, otice was rovided to a ro imately 490,000 Settlement lass  
 mem ers in accordance wit t e ourt s reliminary roval Order y direct mail otice, ostcard  
 otice, and u lication otice, and t e Lon Form otice was availa le to Settlement lass mem ers  
 on t e Settlement We site or on re uest to t e Settlement dministrator

W S, a notice of Settlement was timely mailed to governmental entities as provided for in 2 .S. . 1 15

W S, on July 23, 2024, the court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement class counsel's application for attorneys' fees, costs, and Service awards.

W S, based on the foregoing, having considered the materials filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the action, and being otherwise fully advised.

**E E B E E A A E** as follows

1. This court has subject matter jurisdiction pursuant to 2 .S. . 1332 d 2 and personal jurisdiction over all parties to the action, including all Settlement Class Members.
2. This Order incorporates the definitions in the Settlement Agreement and release and all capitalized terms used in this Order have the same meanings as set forth in that Agreement, unless otherwise defined herein.
3. The notice provided to the Settlement Class in accordance with the preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The notice and notice program fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all other applicable law and rules. The claims process is also fair, and the Claim Form is easily understandable.
4. The notice to governmental entities, as given, complied with 2 .S. . 1 15.
5. The Settlement is in all respects fair, reasonable, and adequate, after considering all of the Federal Rule of Civil Procedure 23 e 2 factors, including evidence that the settlement class representatives and settlement class counsel have adequately represented the Settlement Class. But the Settlement was negotiated in good faith and at arms length among competent, experienced counsel with the assistance of a qualified mediator. The Settlement relief is adequate and the Settlement treats Settlement Class Members equitably relative to each other. The Settlement was made

ased on a record that is sufficiently developed and complete to have enabled the parties to adequately evaluate and consider their positions.

. In finding the Settlement fair, reasonable, and adequate, the court has also considered that there was only one objection to the Settlement, and only one vote, indicating an overwhelming positive reaction from the Settlement class, and the opinion of competent counsel concerning such matters. The court has considered the objections and plaintiff's response thereto and hereby overrules the objections finding the one submitted by [redacted] not only technically fails to meet the requirements set forth in the agreement and required by the preliminary Approval Order, but substantively unpersuasive to claim the Settlement is unfair, unreasonable, or inadequate in any way. Any other objection is also overruled.

. The list of the individuals who have opted out of the Settlement is attached hereto as *Exhibit A*. Those individuals will not be bound by the agreement or the releases contained therein.

. Based on the information presented to the court, the claim process has proceeded as ordered and consistent with the agreement and preliminary Approval Order. All Settlement class Members who submitted valid claims shall receive their Settlement class Member Benefits pursuant to the Settlement's terms. All Settlement class Members who did not submit a claim, or for whom the claim is determined to be invalid, shall still be bound by the terms of the Settlement and releases therein.

9. The distribution plan for Settlement class Member Benefits proposed by the parties in the agreement is fair, reasonable, and adequate.

10. The settlement class representatives and settlement class counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement class Members in connection with the Settlement.

11. Because the court grants Final Approval of the Settlement set forth in the agreement as fair, reasonable, and adequate, the court authorizes and directs implementation of all terms and provisions of the Settlement.

12. All parties to this action, including all Settlement class Members, are bound by the

Settlement as set forth in the Settlement Agreement and this Order.

13. The appointment of plaintiffs as the settlement class representative is affirmed.

14. The appointment of Mason Barney and Tyler Bean of Siri Limstad LL and the Ostrow of Olowit Ostrow LLP as settlement class counsel is affirmed.

15. The court affirms its finding that the Settlement class meets the relevant requirements of Federal Rule of Civil Procedure 23(a) and (3) for only the purposes of the Settlement in that (1) the number of Settlement class Members is so numerous that joinder is impractical; (2) there are questions of law and fact common to the Settlement class Members; (3) the claims of the settlement class representative are typical of the claims of the Settlement class Members; (4) the settlement class representative is an adequate representative of the Settlement class, and has retained experienced counsel to represent the Settlement class; (5) the questions of law and fact common to the Settlement class Members predominate over any questions affecting any individual Settlement class Member and a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. Further, the court concludes the Settlement class is ascertainable, based on their objective criteria.

16. Therefore, the court finally certifies the following Settlement class:

All living individuals residing in the United States who were sent a notice by Sovos or by a Sovos customer indicating that their private information may have been impacted in the data incident.

Included from the Settlement class are all persons who are employees, directors, officers, and agents of a Sovos or a Sovos customer, or their respective subsidiaries and affiliated companies, governmental entities and contract employees assigned to this action, that includes immediately family, and court staff.

17. Judgment shall be, and hereby is, entered dismissing the action with prejudice, on the merits.

18. So the effective date, and hence the date of relief described in the Settlement, the releasing parties hereby and irrevocably release and forever discharge the released parties from the released claims.



directly, representatively, or in any other capacity any of the released claims against any of the released parties in any action or proceeding in any court, arbitration forum, or tribunal.

24. The court hereby retains and reserves jurisdiction over the implementation of this Settlement and any distributions to the Settlement Class Members to the extent, until the effective date, and until each and every act agreed to be performed by the parties shall have been performed pursuant to the terms of the agreement, including the exhibits attached hereto and all parties, or their use or enforcement and administering the Settlement.

25. In the event the effective date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the agreement, and this Order and any other order entered by this court in accordance with the terms of the agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The parties shall return to its status immediately prior to execution of the agreement.

26. With the exception of those listed on *Exhibit A*, all Settlement Class Members shall be bound by this Order.

27. There being no just reason or delay, the clerk of court is hereby directed to enter final judgment forthwith pursuant to Federal Rules of Civil Procedure 58.

**E and E E** in chambers in Boston, Massachusetts, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

S L LL  
S S S

**E B A**  
**o Be Com leted Before inal A ro al earin**

- 1.
- 2.