

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release is made and entered into on December 30th, 2025, by and among (1) Settlement Class Representatives, Bruce Riggs (“Riggs” or “Plaintiff Riggs”) and Brett Garrote (“Garrote” or “Plaintiff Garrote”) and together referred to herein as “Plaintiffs,” for themselves individually and on behalf of the Settlement Class (as defined below), and (2) TRISTAR Insurance Group, Inc. (“TRISTAR” or “Defendant”), pertaining to the putative class action lawsuit captioned *Riggs, et al. v. TRISTAR Insurance Group, Inc.*, Case No. CJ-2025-00745, Tulsa County District Court for the State of Oklahoma (the “Action”), subject to preliminary and final Court approval as required by Okla. Stat. tit. 12, § 2023. Settlement Class Representatives Riggs and Garrote, and TRISTAR are collectively referred to herein as the “Parties.” This Settlement Agreement and Release and Exhibits “A” to “F,” attached hereto, are collectively referred to herein as the “Agreement” or the “Settlement Agreement.”

### **I. RECITALS**

WHEREAS, on or about November 10, 2022, TRISTAR discovered unusual activity on its network related to its email system. The investigation determined there was unauthorized access to certain information related to certain TRISTAR customers (the “Data Incident”).

WHEREAS, on February 23, 2024, Plaintiff Riggs filed a class action complaint in the Central District of California asserting claims against TRISTAR arising out of the Data Incident (the “Riggs Action”).

WHEREAS, on April 10, 2024, Plaintiff Garrote filed his action in the Central District of California asserting claims against TRISTAR arising out of the Data Incident (the “Garrote Action”).

WHEREAS, on January 27, 2024, the consolidated Riggs Action and Garrote Action were dismissed by Plaintiffs without prejudice.

WHEREAS, on February 24, 2025, Plaintiffs filed a Consolidated Class Action Complaint, Case No. CJ-2025-00745, in the District Court of Tulsa County for the State of Oklahoma (the “Complaint”).

WHEREAS, TRISTAR denies all material allegations of the Complaint and specifically denies that it is liable or at fault in any way for the Data Incident or that the Settlement Class Representatives or Settlement Class Members are entitled to any relief from TRISTAR.

WHEREAS, in light of the risks, uncertainties, burden, and expense of continued litigation, the Parties now agree to settle the Action in its entirety without any admission of fault or liability by the Parties. The Parties intend this Agreement to bind Settlement Class Representatives, TRISTAR, and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement pursuant to Paragraph 66.

WHEREAS, this Agreement resulted from good faith, arm’s-length settlement negotiations conducted during a full-day and a subsequent half-day mediation session before JAMS

mediator Robert A Myer, Esq. on November 18, 2024, and November 26, 2024. Prior to, during, and after the mediation, the Parties shared information regarding the Data Incident. The Parties also exchanged mediation briefs outlining their positions with respect to liability, damages, and settlement-related issues.

WHEREAS, the above-described information and other information gleaned through investigation and necessary informal discovery enabled Plaintiffs and Class Counsel to make an informed decision about the fairness and adequacy of the Settlement.

WHEREAS, since the Parties reached a settlement in principle, the Parties have engaged in additional confirmatory discovery, including concerning the factors outlined above, which informed the terms of this Settlement.

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

## **II. DEFINITIONS**

In addition to the terms defined at various point within this Agreement, the following defined terms apply throughout this Agreement:

1. “Action” means the class action captioned *Riggs and Garrote et al. v. TRISTAR Insurance Group, Inc.*, Case No. CJ-2025-00745 pending in the District Court of Tulsa County for the State of Oklahoma.
2. “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement, including the Exhibits hereto.
3. “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their fees, costs, and expenses in connection with the Action and the Settlement, as described in Paragraphs 97 to 99 of

this Agreement. TRISTAR shall pay all Attorneys' Fees and Expenses separate and apart from any funds available for payment to Settlement Class Members.

4. "California Subclass" means and includes the approximately 16,592 Settlement Class Members who TRISTAR identifies on the Settlement Class list as California residents at the time of the Data Incident.
5. "Claims Deadline" means the last day to submit a timely Claim Form, which is ninety (90) days after the date of the Notice Deadline, and is the last day by which a Claim Form may be submitted to the Settlement Administrator in order to receive Settlement Benefit(s).
6. "Claim Form" or "Claim(s)" means the form that Settlement Class Members must submit by the Claims Deadline to be eligible to receive Settlement Benefits under the terms of the Settlement, substantially in the form attached hereto as Exhibit "A," and which may be modified by agreement of the Parties to meet the requirements of the Settlement Administrator and/or the Court.
7. "Class Counsel" means Nicholas A. Migliaccio, Jason Rathod, and Saran Q. Edwards of Migliaccio & Rathod LLP, and Abbas Kazerounian and Mona Amini of Kazerouni Law Group, APC.
8. "Court" means The District Court of Tulsa County for the State of Oklahoma.
9. "Effective Date" means the date when the Settlement Agreement becomes Final, which is thirty (30) days after the Court's granting of the Final Approval Order, assuming no appeals have been filed. If an appeal is filed, the Effective Date will become 30 days from when the appeal is finalized and a final judgment is entered in this case shall be conditioned on the occurrence of all of the following events: (a) the Court has entered an Order of Preliminary Approval; (b) Defendant has not exercised its option to terminate the Settlement Agreement; (c) the Court has entered Judgment granting final approval to the settlement as set forth herein; and (d) the Judgment has become Final.
10. "Fairness Hearing" means the hearing that is to take place after the entry of the Preliminary Approval Order and after the Notice Date for purposes of: (a) entering the Final Approval Order and Final Judgment and dismissing the Action with prejudice; (b) determining whether the Settlement should be approved as fair, reasonable, and adequate; (c) ruling upon an application for the Service Awards by the Plaintiffs; (d) ruling upon an application by Class Counsel for Attorneys' Fees and Expenses; and (e) entering any final order awarding Attorneys' Fees and Expenses and Service Awards. The Parties shall request that the Court schedule the Fairness Hearing for a date that is in compliance with the provisions of Okla. Stat. tit. 12, § 2023
11. "Final Approval" means the date that the Court enters an order and judgment granting final approval of the Settlement and determines the amount of the Service Awards to be awarded to Plaintiffs, as well as the amount of fees, costs, and expenses to be awarded to Class Counsel (as described in Paragraphs 78 to 82). In the event that the Court issues

separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.

12. “Final Order and Final Judgment” means the Court’s order and judgment that the Court enters upon Final Approval, substantially in the form attached hereto as Exhibit “F.” The proposed Final Approval Order shall be in a form agreed upon by the Parties.
13. “Long Form Notice” means the long form notice of settlement, substantially in the form of the document attached hereto as Exhibit “B.”
14. “Non-Profit Residual Recipient” means EPIC, the Electronic Information Privacy Center, a 26 U.S.C. § 501(c)(3) non-profit organization.
15. “Notice” means the form of Court-approved notice of this Agreement that is disseminated to the Settlement Class. The Settlement Class Notice shall consist of the Summary Notice and the Long Form Notice.
16. “Notice Date” means the first date upon which the Notice is disseminated to the Settlement Class Members.
17. “Notice Deadline” means the last day set by this Agreement, which is thirty (30) days after entry of the Preliminary Approval Order issued by the Court or such other date as the Court may order, for the issuance of Notice to the Settlement Class Members.
18. “Notice Program” means the plans and methods for the dissemination of the Notice provided for and agreed to in Section VII of this Agreement.
19. “Objection Deadline” means the last day on which a Settlement Class Member may file an objection to the Settlement or Fee Application, which will be sixty (60) days after the Notice Deadline.
20. “Opt-Out Deadline” means the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.
21. “Out-of-Pocket Expenses,” as referenced in Paragraph 46(a) of this Agreement, means the unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident, including any of the following:
  22. Unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member’s Personal Information;
  23. Costs incurred on or after November 4, 2022, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; and
  24. Other miscellaneous expenses incurred related to the Data Incident, such as notary, fax, postage, copying, mileage, bank fees, cell phone charges (if charged by the minute), data charges (if charged based on the amount of data used), long-distance telephone charges or local travel expenses such as gasoline or rideshare fees.

25. "Personally Identifiable Information" means names, Social Security numbers, and payment card information.
26. "Preliminary Approval Order" means the order preliminarily approving the Settlement and proposed Notice and Notice Program, in the form of the document attached to this Agreement as Exhibit "D."
27. "Released Claims" means the claims described in Section 10 of this Agreement.
28. "Releasing Parties" means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him or her, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).
29. "Request for Exclusion" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.
30. "Service Award Payments" means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this litigation, which shall not exceed \$2,000 to each Settlement Class Representative, as approved by the Court.
31. "Settlement" means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement including the exhibits hereto.
32. "Settlement Administrator" means the qualified third-party administrator agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval Order to administer the Settlement, including providing the Notice to the Settlement Class.
33. "Settlement Administration Fees" means all charges or costs, including those arising from implementation of the Notice Program, dissemination of the Notice, and administration of the claims and Settlement, invoiced or charged by the Settlement Administrator that the Parties agree were reasonably incurred by the Settlement Administrator in carrying out the duties described in the Settlement Agreement, and such agreement shall not be unreasonably withheld. TRISTAR shall pay all Settlement

Administration Fees separate and apart from any funds available for payment to Settlement Class Members.

34. "Settlement Award" means the settlement award that Settlement Class Members who submit a valid Claim Form will be eligible for, which at the Settlement Class Member's election may consist of reimbursement of Out-of-Pocket Expenses, Lost Time Payment, Alternative Cash Payment, and/or Credit Monitoring Services.
35. "Settlement Benefits" means "Settlement Benefits" means the total value of benefits Settlement Class Members receive pursuant to this Agreement, including non-monetary benefits, Business Practices Changes, and Settlement Administration Fees.
36. "Settlement Class" refers to the approximately 38,037 individuals residing in the United States whose Personally Identifiable Information was compromised in the Data Incident that is the subject of the Notice of Data Incident that Defendant sent to the Settlement Class Representatives and the Settlement Class in substantially the same form on or around February 1, 2024. The Settlement Class specifically excludes: (i) TRISTAR or any related entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusions from the Settlement Class; (iii) any members of the judiciary who are or have presided over the instant Action and members of their families and staffs; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.
37. "Settlement Class List" means the list generated by TRISTAR containing the last known name, mailing address, and e-mail address, for the approximately 38,037 Settlement Class Members, including the 16,592 members of the California Subclass.
38. "Settlement Class Member" or "Class Member" means all individuals falling within the definition of the Settlement Class and who does not submit a valid and timely Request for Exclusion prior to the Opt-Out Deadline.
39. "Settlement Class Representatives" refer to Bruce Riggs and Brett Garrote.
40. "Settlement Website" means the online website that the Settlement Administrator will establish as soon as practicable following Preliminary Approval, but prior to the commencement of the Notice Program, as a means for Settlement Class Members to obtain notice of and information about the Settlement. The URL of the Settlement Website shall be [www.TristarDataSettlement.com](http://www.TristarDataSettlement.com).
41. "Summary Notice" means the summary form notice of the Settlement, substantially in the form of the document attached to this Agreement as Exhibit "C."

### **III. SETTLEMENT CLASS**

42. For settlement purposes only, the Parties agree that the Court should certify the Settlement Class Okla. Stat. tit. 12, § 2023(E).

43. If the Settlement Agreement, for any reason, is not finally approved or is otherwise terminated, the Parties will seek in good faith to revise the Agreement as needed to obtain Court approval, provided, however, that no party may use subsequent legal developments or other intervening events, other than the decision(s) denying or reversing approval of the Agreement, as justification for renegotiating the settlement. Failing this, the Parties will be restored to their respective places in the litigation. At that point, TRISTAR reserves the right to assert any and all objections and defenses to certification of a class, and neither the Settlement Agreement nor any Order or other action relating to the Settlement Agreement shall be offered by any person as evidence in support of a motion to certify a class for a purpose other than settlement.
44. For settlement purposes only, Class Counsel shall seek, and TRISTAR shall not oppose, the appointment of Class Counsel as Settlement Class Counsel, and appointment of Bruce Riggs and Brett Garrote as the Settlement Class Representatives. The Settlement Class Representatives will move for certification of the Settlement Class contemporaneously with their motion for preliminary approval of the Settlement. TRISTAR agrees not to contest certification of the Settlement Class pursuant to the terms of this Settlement Agreement.
45. Plaintiffs will move to be appointed Settlement Class Representatives, and Jason S. Rathod, Nicholas A. Migliaccio, and Saran Q. Edwards of Migliaccio & Rathod LLP and Abbas Kazerounian and Mona Amini of Kazerouni Law Group, APC, will move to be appointed as Class Counsel.

#### **IV. SETTLEMENT BENEFITS, TERMS, AND PROCEDURE**

46. Payments. All Settlement Class Members who submit a valid, complete, and timely Claim using the Claim Form, which is attached as Exhibit A to this Settlement Agreement, are eligible to for the following Settlement Awards:
  - a. Out-of-Pocket Expenses Payment. Up to \$500 for each Settlement Class Member who, under penalty of perjury and with accompanying documentation, claims unreimbursed Out-of-Pocket Expenses as a result of TRISTAR's Data Incident.
  - b. Lost Time Payment: Up to \$100 for each Settlement Class Member who submits a claim for reimbursement for lost time (reimbursed at \$25 per hour and up to \$100 in total). Settlement Class Members may submit claims for lost time with an attestation under penalty of perjury that they spent the claimed time addressing issues raised by the Data Incident and attesting to their hourly rate.
  - c. Extraordinary Loss Payment. Up to \$5,000 for each Settlement Class Member who has suffered an instance of identity theft or fraud and who submits a claim, under penalty of perjury, with accompanying documentation, verifying an Extraordinary Loss as a result of the Data Incident.
  - d. Alternative Cash Payment. In lieu of the above Payments in Paragraph 46(a)-(c), Settlement Class Members in the California Subclass can elect to receive an

Alternative Cash Payment of \$100 and non-California Subclass Settlement Class Members can alternatively elect to receive an Alternative Cash Payment of \$40.

- e. Settlement Class Members who submit a claim for Out-of-Pocket Expenses Payment, Lost Time Payment, Extraordinary Loss Payment, or Alternative Cash Payment, can also elect to receive Credit Monitoring Services, pursuant to Paragraph 49 below.

47. Aggregate Cap on Claims Awards. Settlement Awards under Paragraph 46 shall be capped at \$1,000,000.00 in the aggregate. If the total amount of Claims made by Settlement Class Members exceeds the \$1,000,000.00 aggregate cap, Approved Claims will be subject to a pro rata reduction such that the total amount of Claims made does not exceed the \$1,000,000.00 aggregate cap.
48. Assessing Claims for Out-of-Pocket Expenses. The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall determine, in accordance with the terms and conditions of the Settlement Agreement, whether and to what extent documentation for losses reflects valid losses actually and reasonably incurred and, for losses of the kind described in Paragraph 46(a)-(c) of this Agreement, reflects losses that are fairly traceable to the Data Incident, but may consult with Class Counsel and TRISTAR's Counsel in making individual determinations. In assessing what qualifies as "fairly traceable," the Settlement Administrator will consider whether the timing of the loss occurred in or after November 4, 2022; and (ii) services incurred to address identity theft or fraud on or after the documented fraudulent transaction (so long as that transaction occurred on or after November 4, 2022) shall be presumed "reasonably incurred." The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
49. Credit Monitoring Services. All Settlement Class Members shall be eligible to receive up to three (3) years of triple bureau credit monitoring services provided by Identity Theft Guard Solutions, Inc. d/b/a IDX. Credit monitoring services include monitoring and alerts from all three credit bureaus, CyberScan dark web monitoring, fully managed fraud assistance and identity restoration, a \$1,000,000 insurance reimbursement policy, lost wallet assistance, and member advisory services to provide assistance in implementing further protections, including freezing and unfreezing credit
50. Business Practices Changes. TRISTAR represents that it has already taken, and will continue to implement, numerous measures to further enhance its data security, including but not limited to enhancements in data management, identity protection, cloud security and threat detection capabilities, which are estimated to have cost TRISTAR \$150,000 ("Business Practices Changes"). The costs paid by TRISTAR for such Business Practices Changes are separate and apart from any funds provided by TRISTAR for Settlement Awards made available to Settlement Class Members.

51. Disbursement. The Settlement Administrator shall be responsible for all disbursements of the Settlement benefits.
52. Timing of Settlement Payments. Payments for Approved Claims shall be issued in the form of a check mailed and/or an electronic payment as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date, but no later than seventy-five (75) days after the Effective Date. Settlement Award checks shall bear in the legend that they expire if not negotiated within one hundred and eighty (180) days of their date of issue and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time. Upon request of a Settlement Class Member, the Settlement Administrator may re-issue a check for up to an additional 90-day period following the original 180-day period. Any reissued Settlement Award checks issued to Settlement Class Members shall remain valid and negotiable for ninety (90) days following the original 180-day period and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.
53. Returned Settlement Award Checks. For any Settlement Award checks returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make a reasonable attempt to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Settlement Class Member to obtain updated address information. Any replacement Settlement Award checks issued to Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be voided if not cashed by the Settlement Class Members within that time. The funds remaining from the returned or uncashed Settlement Award checks shall be distributed to an agreed-upon Non-Profit Residual Recipient as *cypres* and will not revert to TRISTAR.
54. Deceased Class Members. If the Settlement Administrator is notified within 180 days of the date of issue of a check that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Award check to the Settlement Class Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with Class Counsel and TRISTAR's Counsel. Any replacement Settlement Award checks issued to the Settlement Class Member's estate shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time.
55. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline in order to be valid.

## **V. PRELIMINARY APPROVAL**

56. Upon execution of this Agreement by the Parties, Class Counsel shall promptly move the Court to enter an Order substantially in the form of the Preliminary Approval Order. The motion for preliminary approval shall request, among other things set forth in the Preliminary Approval Order, that the Court: (i) preliminarily approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (ii) provisionally certify the Settlement Class pursuant to Okla. Stat. tit. 12, § 2023(E) for settlement purposes only; (iii) approve the Notice Program set forth herein and approve the form and content of the Notice; (iv) approve the procedures set forth in Section VII for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (v) stay all proceedings in this matter unrelated to the Settlement pending Final Approval of the Settlement; (vi) stay and/or enjoin, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning a Released Claim; and (vii) schedule a Fairness Hearing for a time and date convenient for the Court.

## **VI. SETTLEMENT ADMINISTRATOR**

57. The Settlement Administrator shall perform the functions specified for the Settlement Administrator in this Agreement and in the Declaration of the Settlement Administrator attached hereto as Exhibit "E," including, but not limited to, overseeing administration of the Settlement Fund; providing E-mail Notice and Mail Notice to Settlement Class Members as described in Section VII of this Agreement; effecting the Notice Plan; establishing and operating the Settlement Website and a toll-free number; administering the Claims processes; and distributing cash payments according to the processes and criteria set forth herein.
58. TRISTAR shall pay for the Settlement Administrator's Fees, including, without limitation, Notice of the Settlement to Settlement Class Members, costs incurred locating Settlement Class Members, determining the eligibility of any person to be a Settlement Class Member, administering and processing Settlement Class Member claims and Claim Forms, and administering, calculating, and distributing claims awards to Settlement Class Members. Settlement Administrator Fees also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement. The Settlement Administrator's Fees shall be paid to the Settlement Administrator as set forth in this Agreement separate and apart from the funds available for payment to Settlement Class Members.

## **VII. NOTICE, OPT-OUTS, AND OBJECTIONS**

59. Upon entry of the Preliminary Approval Order, the Settlement Administrator will implement the Notice Program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order.

60. Notice of the Settlement to the Settlement Class Members shall comply with Okla. Stat. tit. 12, § 2023(C) and any other applicable statute, law, or rule, including but not limited to, the Due Process Clause of the United States Constitution.
61. Notice of the Settlement shall be provided to Settlement Class Members pursuant to the methods ordered by the Court and set forth herein.
62. No later than ten (10) business days after entry of the Preliminary Approval Order, TRISTAR shall provide the Settlement Administrator with the Settlement Class List containing the name and postal address, that TRISTAR has in its possession for each Settlement Class Member.
63. Prior to the Notice Date, the Settlement Administrator shall establish the Settlement Website at [www.TristarDataSettlement.com](http://www.TristarDataSettlement.com) that will inform Settlement Class Members of the terms of this Agreement, their rights, dates and deadlines and related information, including periodic updates, a list of important dates, hyperlinked access to this Agreement, the Long Form Notice and Summary Notice, any motion seeking Final Approval of this Agreement, any motion for an award of Attorneys' Fees and Expenses and Service Awards, the order preliminarily approving this Settlement, the Claim Form, the Complaint, and such other documents as Class Counsel and TRISTAR agree to post or that the Court orders posted on the Settlement Website. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall remain operational until at least 60 days after the Effective Date. The Settlement Website shall also make the Claim Form available for download.
64. The Long Form Notice shall be in a form substantially similar to the document attached to this Agreement as Exhibit "B" and shall comport with the following:
65. *General Terms:* The Long Form Notice shall contain a plain and concise description of the nature of the Action and the proposed Settlement, including information on the definition of the Settlement Class, the identity of Settlement Class Members, how the proposed Settlement would provide relief to Settlement Class Members, the date upon which the Fairness Hearing will occur, the address of the Settlement Website at which Settlement Class Members may access this Agreement and other related documents and information, what claims are released under the proposed Settlement, and other relevant information.
66. *Opt-Out Rights:* The Long Form Notice shall inform Settlement Class Members that they have the right to opt-out or request exclusion from the Settlement. The Long Form Notice shall provide the deadlines and procedures for exercising this right.
67. *Objection to Settlement:* The Long Form Notice shall inform Settlement Class Members of their right to object to the proposed Settlement and appear at the Fairness Hearing. The Long Form Notice shall provide the deadlines and procedures for exercising these rights.

68. *Fees and Expenses*: The Long Form Notice shall inform Settlement Class Members of the maximum amounts to be sought by Class Counsel as Attorneys' Fees and Expenses and the individual Service Awards to Plaintiffs.
69. *Claim Form*: The Long Form Notice shall describe the Claim Form and shall inform the Settlement Class Members of (i) the criteria to be used to determine which payment the Settlement Member may select; and (ii) that in order to claim any payment pursuant to the Settlement, the Settlement Class Member must fully complete and timely submit the Claim Form prior to the Claim Deadline.
70. The Settlement Administrator shall make available a live operator to answer calls during regular business hours.
71. Within ten (10) days after the entry of the Preliminary Approval Order and to be substantially completed no later than the Notice Deadline, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Parties shall coordinate with the Settlement Administrator to provide Notice pursuant to the Notice Program as follows:
72. The Settlement Administrator shall send the Summary Notice via U.S. Mail Notice to all such Settlement Class Members for whom TRISTAR can ascertain a mailing address from its records with reasonable effort. For any Mail Notices that are returned undeliverable with forwarding address information, the Settlement Administrator shall (a) re-mail the Summary Notice to the updated address as indicated, and (b) email the Summary Notice if TRISTAR has a valid email address for that Settlement Class Member. For any U.S. Mailed Summary Notices that are returned undeliverable without forwarding address information, the Settlement Administrator shall use reasonable efforts to identify updated mailing addresses (such as running the mailing address through the National Change of Address Database) and (a) re-mail the Summary Notice to the extent an updated address is identified, and (b) email the Summary Notice if TRISTAR has a valid email address for that Settlement Class Member. The Settlement Administrator need only make one attempt to re-mail any Summary Notices that are returned as undeliverable.
73. On or before the Notice Date, the Long Form Notice will be published on the Settlement Website, as specified in the Preliminary Approval Order and as set forth in the Declaration of the Settlement Administrator, attached hereto as Exhibit E."
74. The Internet URL address of the Settlement Website will be provided in the Long Form Notice and the Summary Notice.
75. Requesting Exclusion: Settlement Class Members may elect to opt out of or request exclusion from the Settlement, relinquishing their rights to submit a Claim Form for Settlement Benefits available hereunder. The Notice shall include a procedure for Settlement Class Members to exclude themselves from the Settlement Class by notifying the Settlement Administrator in writing of the intent to exclude himself or herself from the Settlement Class. Settlement Class Members who opt out of the Settlement will not

release their claims pursuant to this Agreement. Such written notification must be postmarked no later than the Opt-Out Deadline, as specified in the Notice. The written notification must include the individual's name and address; a statement that he or she wants to be excluded from the Action; and the individual's signature. The notice of exclusion must also clearly manifest the individual's intent to be excluded from the Settlement Class. The Settlement Administrator shall provide the Parties with copies of all opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Class Counsel may move to file under seal with the Court no later than fourteen (14) days prior to the Fairness Hearing. Any Settlement Class Member who does not timely and validly exclude themselves prior to the Opt-Out Deadline shall be bound by the terms of the Settlement.

76. Objections: The Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for Attorneys' Fees and Expenses. Any written objection to the Settlement must (i) be submitted to the Court by filing the written objection through the Court's Case Management/Electronic Case Files ("CM/ECF") system, or by mailing the written objection to the Clerk of Court, or by filing the written objection in person at any location of the Court; and (ii) be mailed first class postage prepaid to Class Counsel and TRISTAR's counsel and filed or postmarked no later than the Objection Deadline, as specified in the Notice. For an objection to be considered by the Court, the objection must also set forth:
- a. the case name and number of the Action;
  - b. the objector's full name, address, email address, and telephone number;
  - c. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
  - d. all grounds for the objection, accompanied by any legal support for the objection;
  - e. 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, the fee application, or the application for Service Awards;
  - f. the identity of all counsel representing the objector who will appear at the Fairness Hearing;
  - g. any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between objector or objector's counsel and any other person or entity;
  - h. a list of any persons who will be called to testify at the Fairness Hearing in support of the objection;
  - i. a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and

- j. the objector's signature on the written objection (an attorney's signature is not sufficient).
77. Within seven (7) days after the Notice Deadline, the Settlement Administrator shall provide Class Counsel and TRISTAR with one or more affidavits confirming that the Notice Program was completed in accordance with the terms of this Agreement, the Parties' instructions, and the Court's approval. Class Counsel shall file such affidavit(s) with the Court as an exhibit to or in conjunction with Settlement Class Representative's motion for final approval of the Settlement.

#### **VIII. FAIRNESS HEARING, FINAL APPROVAL ORDER, AND JUDGMENT**

78. Settlement Class Representatives' motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Fairness Hearing will occur.
79. By no later than thirty (30) days prior to the Objection Deadline, Plaintiffs shall file a motion for final approval of the Settlement and a motion for Attorneys' Fees and Expenses and for Service Awards.
80. By no later than seven (7) days prior to the Fairness Hearing, the Parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or Class Counsel's application for Attorneys' Fees and Expenses and for Service Awards.
81. At the Fairness Hearing, the Court will consider Settlement Class Representatives' motion for Final Approval of the Settlement, and Class Counsel's application for Attorneys' Fees and Expenses and for Service Awards. In its discretion, the Court also may hear argument at the Fairness Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the application for Attorneys' Fees and Expenses and for Service Awards, provided the objectors filed timely objections that meet all of the requirements listed in Paragraph 67 above.
82. At or following the Fairness Hearing, the Court will determine whether to enter the Final Approval Order granting final approval of the Settlement, and whether to approve Class Counsel's request for Attorneys' Fees and Expenses and for Service Awards. The proposed Final Order and Final Judgment, in a form agreed upon by the Parties, 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 provided satisfied Due Process requirements;
  - d. Dismiss the Action with prejudice;
  - e. Bar and enjoin the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order;

- f. Release TRISTAR and the Released Parties from the Released Claims, as set forth in Section X; and
- g. Reserve the Court's continuing and exclusive jurisdiction over TRISTAR and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

**IX. SETTLEMENT ADMINISTRATION**

- 83. The Settlement Administrator shall administer and calculate the Claims submitted by Settlement Class Members and give reports to Class Counsel and TRISTAR as to both claims and distributions. Class Counsel and TRISTAR have the right to review and obtain supporting documentation and challenge those reports if they believe them to be inaccurate or inadequate. All Settlement Claims agreed to be paid in full or in part by TRISTAR shall be deemed valid up to the amount paid.
- 84. Within thirty (30) days after the Settlement Administrator has received all Claims and made a final determination as to the amount to be paid for all approved Claims, the Court has approved distribution of the settlement payments and benefits under this Agreement, and neither party maintains any challenge to payment of any Claim, the Settlement Administrator will notify TRISTAR in writing of the dollar amount necessary to pay all approved Claims, as calculated consistent with Paragraphs 57 to 58 above. TRISTAR will fund the Settlement and submit such amount to the Settlement Administrator within thirty (30) days of such written notification.
- 85. All Settlement Class Members who fail to submit a valid and timely Claim for any Settlement Benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any Settlement Award payments or Settlement Benefits pursuant to the Settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Final Order and Final Judgment.
- 86. No person shall have any claim against the Settlement Administrator, Released Persons, Class Counsel, TRISTAR, TRISTAR's Counsel, and/or the Settlement Class Representatives based on distributions of benefits to Settlement Class Members.

**X. RELEASES**

- 87. Upon the Effective Date, and in consideration of the Settlement Benefits described herein, the Releasing Parties, each on behalf of themselves individually and on behalf of their respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged TRISTAR and each of its present and former parents, subsidiaries, successors, and assigns, and the present and former directors, officers, employees, agents, members, managers, attorneys, successors and assigns of each of them (collectively the "Released Parties"), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages,

penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort, or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to the Data Incident and the allegations, facts, and/or circumstances described in the Action and/or Complaint, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of (1) the alleged unauthorized access to, theft, exposure, or disclosure of Settlement Class Members' Personal Information; (2) the maintenance and storage of Settlement Class Members' Personal Information; (3) TRISTAR's information security policies and practices; (4) TRISTAR's notice of the Data Incident to any Settlement Class Member; and (5) policies and procedures otherwise related to the Data Incident (the "Released Claims").

- 88.** For the avoidance of doubt, the Released Claims include any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States; causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief. The Released Claims do not include any claims arising from or relating to any conduct by TRISTAR after the date the Agreement is executed.
- 89.** As of the Effective Date, the Releasing Parties will be deemed to have completely released and forever discharged the Released Parties and Class Counsel from and for any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, costs, attorneys' fees, losses, expenses, obligations, or demands, of any kind whatsoever, whether known or unknown, existing or potential, or suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which they have or may claim now or in the future to have, relating to the institution, prosecution, or settlement of the Action.
- 90.** This Agreement shall be the sole and exclusive remedy for any and all Released Claims of the Settlement Class Members. Upon entry of the Final Order and Final Judgment, the Releasing Parties shall be enjoined from asserting, suing on, continuing, pursuing, maintaining, prosecuting, or enforcing any claim they have released in the preceding

paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Order and Final Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

91. Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits under the Agreement.
92. With respect to the Released Claims, Plaintiffs and Settlement Class Members understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendants with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the Settlement shall have, waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which reads:

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.

93. Plaintiffs or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment from the Settlement.

94. 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.

**XI. ATTORNEYS' FEES AND SERVICE AWARDS**

95. Service Awards. Class Counsel will ask the Court to approve, and TRISTAR will not oppose, Service Awards not to exceed \$4,000.00. Specifically, Plaintiff Riggs and Plaintiff Garrote will each receive \$2,000 to compensate them for their efforts in the Litigation and commitment on behalf of the Settlement Class ("Service Awards"). The application for the Service Awards will be filed at least thirty (30) days prior to the Objection Deadline. Any payment made by TRISTAR for the Service Awards will be made separate and apart from the funds available for payment to Settlement Class Members.
96. Payment of the Service Awards. The payment of the Service Awards shall be made via wire to the Settlement Administrator within fourteen (14) days of the Effective Date. The Settlement Administrator shall be solely responsible for allocating the Service Awards and issuing any documentation required for tax purposes, as such, TRISTAR shall have no responsibility for distribution of the Service Awards to the Class Representatives.
97. Attorneys' Fees and Expenses. Class Counsel will make their application for Attorneys' Fees and Expenses at least thirty (30) days before the Objection Deadline. Class Counsel agree not to seek an award of Attorneys' Fees and Expenses in excess of \$450,000, and in no event will TRISTAR be required to pay Class Counsel more than \$450,000.00. TRISTAR agrees not to oppose the request if the total amount requested does not exceed \$450,000.00. Any payment made by TRISTAR for Attorneys' Fees and Expenses will be made separate and apart from the funds available for payment to Settlement Class Members.
98. The payment of the Attorneys' Fees and Expenses shall be made via wire to Class Counsel within fourteen (14) days of the Effective Date pursuant to the payment instructions provided by Class Counsel. TRISTAR and the Settlement Administrator shall have no responsibility for the distribution of the Attorneys' Fees and Expenses.
99. In the event the Court declines to approve, in whole or in part, the payment of Attorneys' Fees and Expenses or Service Awards in the amounts that Class Counsel requests, the remaining provisions of this Agreement shall remain in full force and effect. The finality or effectiveness of the Settlement will not be dependent on the Court awarding to Class Counsel any particular amount of their fee request, or to Class Representatives the Service Awards, and shall not alter the Effective Date. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of

Attorneys' Fees and Expenses or Service Awards shall constitute grounds for cancellation of, termination of, or withdrawal from this Agreement.

## **XII. NO ADMISSION OF LIABILITY**

- 100.** Class Counsel and Settlement Class Representatives believe that 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 likelihood that Class Members would not pursue individual litigation to protect their privacy interests and to seek redress for violations of their interests, particularly considering the costs of pursuing such litigation, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, including certification of a class and upholding certification on appeal, the delay in providing benefits to the Class in the event that this Litigation was not settled, and the likelihood of success on the merits of the Action. Class Counsel and Settlement Class Representatives have concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.
- 101.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with 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.
- 102.** TRISTAR has denied and continues to deny each of the claims and contentions alleged in the Complaint. TRISTAR disputes the claims alleged in the Action and does not, by this Agreement or otherwise, admit any liability or wrongdoing of any kind. TRISTAR has agreed to enter into this Agreement solely 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 have been asserted in the Action.
- 103.** 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 Settlement Class Representatives or Settlement Class Members, or of any claims, rights, objections, and defenses, including objections to jurisdiction, 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, or wrongdoing or liability, of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

## **XIII. MISCELLANEOUS.**

- 104.** Recitals. The Parties agree that the recitals are contractual in nature and form a material part of this Agreement.

105. Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.
106. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.
107. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.
108. 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 consulted in good faith.
109. Extensions of Time. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.
110. Integration and No Reliance. This Agreement (along with any Exhibits attached hereto) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof.. No covenants, agreements, representations, or warranties of any kind have been made by any Party, except as provided herein.
111. 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.
112. Governing Law. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Oklahoma, without regard to the principles thereof regarding choice of law.
113. 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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.
114. Jurisdiction. The Court shall retain jurisdiction over the interpretation, 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 retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

**115. Notices.** All notices to Class Counsel provided for herein shall be sent by mail to:

Migliaccio & Rathod LLP  
412 H St NE, Suite 302  
Washington, DC 20002

and

Kazerouni Law Group, APC  
245 Fischer Avenue, Unit D1  
Costa Mesa, California 92626

All notices to TRISTAR provided for herein shall be sent by mail to:

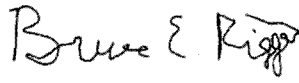
James Monagle  
Mullen Coughlin LLC  
500 Capitol Mall, Suite 2350  
Sacramento, CA 95814

- 116.** 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
- 117. Authority.** 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.
- 118. No Construction Against Drafter.** This Agreement shall be deemed to have been drafted by the Parties and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.
- 119. Headings.** The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this document.

The Parties believe that this Agreement is a fair, adequate, and reasonable settlement of the Action, and they have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential.

IN WITNESS WHEREOF, the Parties hereto, and intending to be legally bound hereby, have duly executed this Agreement as of the date first set forth above.

**AGREED TO AND ACCEPTED:**



Bruce Riggs

11/03/2025

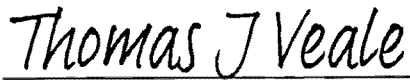
Date



Brett Garrote

12/30/2025

Date



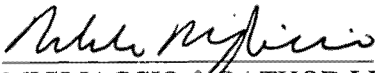
Thomas J Veale (Nov 20, 2025 09:07:54 PST)

TRISTAR Insurance Group, Inc.

Nov 20, 2025

Date

**APPROVED AS TO FORM:**



MIGLIACCIO & RATHOD LLP

*Counsel for Plaintiffs and the Settlement Class*

11/20/25


Date



KAZEROUNI LAW GROUP, APC

*Counsel for Plaintiffs and the Settlement Class*

Date



MULLEN COUGHLIN, LLC

*Counsel for Defendant*

*TRISTAR Insurance Group, Inc.*

November 20, 2025

Date