

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and among: (1) Plaintiffs Richard Easter and Tristen Star (“Plaintiffs” or “Class Representatives”), on behalf of themselves and the proposed Settlement Class; and (2) Sound Generations (collectively, the “Parties”). This Agreement fully and finally resolves and settles all of Plaintiffs’ and the Settlement Class’s Released Claims, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

I. RECITALS

WHEREAS, this litigation arises from a data security incident involving the personally identifiable information (“PII”) and protected health information (“PHI”) of approximately 600,605 persons who are or were affiliated with Sound Generations, including patients, donors, employees, employee beneficiaries, insurance dependents, emergency contacts, vendors, and volunteers.

WHEREAS, Plaintiffs allege that on or about July 18 and September 18, 2021, Sound Generations experienced two cyberattacks that may have resulted in cyber-criminals potentially accessing and obtaining the PII/PHI of Class Members (the “Incident”). On December 7, 2021, Sound Generations publicly reported the Incident and the accessibility of its network systems.

WHEREAS, following the announcement of the Incident, on December 29, 2021, Plaintiffs filed a lawsuit captioned as *Richard Easter and Tristen Star v. Sound Generations*, Case No. 21-2-16953-4 SEA in the King County Superior Court (the “Action”).

WHEREAS, Plaintiffs’ Class Action Complaint asserted the following causes of action against Sound Generations: (1) negligence; (2) negligence per se; (3) breach of fiduciary duty; (4) breach of implied contract; (5) unjust enrichment; (6) and violations of the Washington Consumer Protection Act, RCW §§ 19.86.010, *et seq.* (“WCPA”).

WHEREAS, on February 22, 2022, Plaintiffs served Sound Generations with written discovery requests, including a first set of sixteen (16) interrogatories and a first set of seventy-six (76) requests for production of documents.

WHEREAS, on March 18, 2022, Sound Generations filed a motion to dismiss the Class Action Complaint pursuant to CR 12(b)(6), challenging Plaintiffs’ standing to pursue this Litigation and seeking dismissal of Plaintiffs’ claims. A hearing on the motion to dismiss was set for June 3, 2022.

WHEREAS, on April 12, 2022, following multiple productive meet and confer discussions, the Parties agreed to attend a mediation with the Honorable Morton Denlow (Ret.) of JAMS. The all-day mediation session was scheduled for June 6, 2022.

WHEREAS, to allow the Parties to focus on settlement negotiations and adequately prepare for the mediation, the Parties agreed to extend the briefing schedule relating to Sound

Generations' motion to dismiss and to continue the motion hearing date to July 20, 2022, and thereafter to September 2022.

WHEREAS, in preparation for the mediation, the Parties exchanged certain documents and information related to the Action. The Parties also drafted and exchanged mediation briefs laying out their respective positions on the Action, including with respect to class certification and settlement. Plaintiffs' counsel also provided a settlement demand prior to the mediation.

WHEREAS, on June 6, 2022, the Parties participated in a full-day mediation with Judge Denlow. Despite vigorous negotiation efforts on both sides, the Parties were unable to reach a resolution at the mediation. The Parties continued to engage in settlement negotiations for more than two months following the mediation, including continued meet and confer discussions and multiple exchanges of a settlement term sheet to facilitate the continued negotiations.

WHEREAS, on July 12, 2022, Plaintiffs filed an opposition to the motion to dismiss and, on July 15, 2022, Sound Generations filed a reply brief in further support of its motion.

WHEREAS, on August 30, 2022, after many weeks of hard-fought negotiations, the Parties reached a settlement in principle to resolve the Action. In the weeks that followed, the Parties finalized the terms of this Settlement Agreement and the attached exhibits.

WHEREAS, pursuant to the terms set forth below, this Agreement resolves all actual and potential claims, actions, and proceedings as set forth in the release contained herein, by and on behalf of members of the Settlement Class defined herein, but excludes the claims of all Settlement Class members who opt out from the Settlement Class pursuant to the terms and conditions herein.

WHEREAS, Class Counsel, on behalf of Plaintiffs and the Settlement Class, have thoroughly examined the law and facts relating to the matters at issue in the Action, Plaintiffs' claims, and Sound Generations' potential defenses, including conducting independent investigation and confirmatory discovery, conferring with defense counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses. Based on a thorough analysis of the facts and the law applicable to Plaintiffs' claims in the Action, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses Sound Generations may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Class is afforded important benefits expediently. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

WHEREAS, Plaintiffs and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

WHEREAS, Sound Generations has similarly concluded that this Agreement is desirable

to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

WHEREAS, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only, and Sound Generations specifically denies any and all wrongdoing. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Sound Generations of (i) the validity of any claim, defense, or fact asserted in the Action or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.

WHEREAS, the foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Agreement.

NOW THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties mutually agree, as follows:

II. DEFINITIONS

1. The terms used in this Settlement Agreement, and listed in this section, shall have the following meanings:

- a. "Action" means the lawsuit that is the subject of this Settlement Agreement, *Richard Easter and Tristen Star v. Sound Generations*, Case No. 21-2-16953-4 SEA, now pending in the King County Superior Court before the Honorable Jim Rogers.
- b. "Administrative Expenses" means all charges and expenses incurred by the Claims Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Claims Administrator in administering the terms of this Agreement.
- c. "Agreement" or "Settlement Agreement" or "Settlement" means this Settlement Agreement, exhibits, and the settlement embodied herein.
- d. "Alternative Cash Payments" means cash payments to be provided to Class Members who are entitled to and who elect such a Settlement Benefit on their Claim Form, as further described in Paragraph 7 below.
- e. "Approved Claim(s)" means a claim as evidenced by a Claim Form submitted by a Settlement Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Settlement Class Member; (c) satisfies the

conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Claims Administrator.

- f. “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.
- g. “Claim” means a claim for Settlement Benefits made under the terms of this Settlement Agreement.
- h. “Claimant” means a Settlement Class Member who submits a Claim Form for Settlement Benefits under this Settlement Agreement.
- i. “Claims Administrator” or “Settlement Administrator” or “Administrator” means Postlethwaite & Netterville, the third-party class action settlement administrator selected by the Parties, subject to the approval of the Court. Under the supervision of Class Counsel, the Claims Administrator shall oversee and implement the Notice Plan and receive any Requests for Exclusion from the Class. Class Counsel and Sound Generations may, by agreement, substitute a different Settlement Administrator, subject to Court approval.
- j. “Claim Form” means the form attached hereto as **Exhibit A**, to be approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Settlement Class Members who seek to file a Claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Claims Administrator shall mail a Claim Form, in hardcopy form, to any Settlement Class Member who so requests.
- k. “Claims Deadline” means the final time and date by which a Claim must be postmarked or submitted to the Settlement Website in order for a Class Member to be entitled to any of the settlement consideration contemplated by this Agreement. The Claims Deadline shall be ninety (90) days after the Notice Date.
- l. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and shall end on the date ninety (90) days thereafter.
- m. “Class Counsel” means Ben Barnow and Anthony L. Parkhill of Barnow and Associates, P.C. and Andrew W. Ferich of Ahdoot & Wolfson, PC.
- n. “Class Member” or “Settlement Class Member” means a member of the Settlement Class.
- o. “Class Representatives” and “Plaintiffs” mean Richard Easter and Tristen Star.

- p. “Court” means the Hon. Jim Rogers, King County Superior Court, or such other Court sitting in its stead or to whom the Action may be transferred.
- q. “Credit Monitoring Services” means the services to be provided to Class Members who are entitled to and who select such services on their Claim Form, as further described in Paragraph 5 below.
- r. “Documented Economic Loss Payment” means payment for out-of-pocket or otherwise compensable and reimbursable economic losses that can be claimed by Class Members who are entitled to and who elect this Settlement Benefit on their Claim Form, as further described in Paragraph 6 below.
- s. “Effective Date” or “Effective Date of Settlement” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section XIII below.
- t. “Fee Award and Costs” means the reasonable attorneys’ fees, costs, and expenses incurred by counsel for Plaintiffs and awarded by the Court, not to exceed the amount agreed to by the Parties.
- u. “Final Approval Order” means the order to be entered by the Court after the Final Approval Hearing, which approves the Settlement Agreement. The Final Approval Order will be substantially similar to the form attached hereto as **Exhibit B**.
- v. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to CR 23 and whether to issue the Final Approval Order and Final Judgment.
- w. “Final Judgment” means a judgment entered by the Court, which will be substantially similar to the form attached hereto as **Exhibit C**.
- x. “Incident” means the cybersecurity incident described in the Class Action Complaint filed in the Action.
- y. “Litigation” means all claims and causes of action asserted, including those asserted in the Action, or that could have been asserted, against Sound Generations and the Released Parties, including any and all appellate rights, as well as any other such actions by and on behalf of any other individuals originating, or that may originate, in the jurisdictions of the United States against Sound Generations relating to the Incident. The Parties represent that they are unaware of any such actions pending other than the Action.
- z. “Long Form Notice” means the long form notice of settlement, substantially in the form attached hereto as **Exhibit D**.

- aa. “Lost Time Payment” means payments provided to Class Members who are entitled to and who select such a payment on their Claim Form, and as further described in Paragraph 4 below.
- bb. “Notice” means notice of the proposed class action settlement to be provided to Settlement Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Summary Notice, the Long Form Notice, and the Settlement Website.
- cc. “Notice Date” means the date upon which Notice is initially disseminated to the Settlement Class by the Claims Administrator, which shall be no later than thirty-five (35) days after entry of the Preliminary Approval Order.
- dd. “Objection Deadline” means the date by which Settlement Class Members must file and postmark-required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee Award and Costs, and (ii) the Service Awards, which shall be forty-five (45) days following the Notice Date.
- ee. “Opt-Out Period” means the period in which a Settlement Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire forty-five (45) days following the Notice Date. The deadline to file a Request for Exclusion will be clearly set forth in the Settlement Class Notice.
- ff. “Parties” means (i) Plaintiffs and (ii) Sound Generations.
- gg. “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, agents, and/or assignees.
- hh. “Personal Information” means information that is or could be used, whether on its own or in combination with other information, to identify, locate, or contact a person, including, without limitation, names, email addresses, phone numbers, home addresses, dates of birth, Social Security numbers (SSN), drivers’ license information, tax records, bank account and routing information, and other personally identifying information, as well as information used to process health insurance claims, prescription information, medical records and data, and other medical or personal health information.
- ii. “Preliminary Approval Order” means an order by the Court that preliminarily approves the Settlement (including, but not limited to, the forms and procedure for providing Notice to the Settlement Class), permits Notice to the proposed Settlement Class, establishes a procedure for Settlement Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval Hearing,

without material change to the Parties' agreed-upon proposed preliminary approval order attached hereto as **Exhibit E**.

- jj. "Reasonable Documentation" means documentation supporting a claim for Documented Economic Loss including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Documented Economic Loss costs cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Settlement Class Member must provide supporting documentation.
- kk. "Released Claims" means any and all claims and causes of action of every nature and description (including "Unknown Claims" as defined herein), whether arising under federal, state, statutory, regulatory, common, foreign, or other law, that arise in any way from or relate to the Action against Sound Generations and the Incident (other than claims to enforce the Settlement). Nothing in this Settlement shall be construed to release any claims for damages arising from or related to physical injuries.
- ll. "Released Parties" means Sound Generations and all of their respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Action.
- mm. "Request for Exclusion" is the written communication by a Settlement Class Member in which he or she requests to be excluded from the Settlement Class pursuant to the terms of the Agreement.
- nn. "Service Awards" means the amount awarded by the Court and paid to the Class Representatives in recognition of their role in this litigation, as set forth in Paragraph 53 below.
- oo. "Settlement Benefit(s)" means any Settlement Payment, the Credit Monitoring Services, the Documented Economic Loss Payments, the Lost Time Payments, the Alternative Cash Payments, SSN Cash Payments, and the prospective relief set forth in Paragraphs 2-10 below, and any other benefits Settlement Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee Award and Costs, and Administrative Expenses.
- pp. "Settlement Class" and "Class" mean all natural Persons who are residents of the United States whose Personal Information was potentially compromised in the Incident, including those to whom Sound Generations sent notification that their Personal Information may have been compromised in the Incident. Excluded

from the Settlement Class are: (1) the Judges presiding over the Action and members of their families; (2) Sound Generations, its subsidiaries, parent companies, successors, predecessors, and any entity in which Sound Generations or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

- qq. “Settlement Payment” means any payment to be made to any Class Member on Approved Claims pursuant to Paragraphs 4 and 6-8.
- rr. “Settlement Website” means the internet website, at URL address www.sgdatasettlement.com, to be created, launched, and maintained by the Claims Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant case documents including the Notices, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.
- ss. “Social Security Number Class Members” means those Settlement Class Members whose Social Security numbers may have been accessed or otherwise compromised during the Incident, including those who received a notice regarding same from Sound Generations.
- tt. “Sound Generations” or “Defendant” means the defendant in the Action, Sound Generations, and its current and former affiliates, parents, subsidiaries, and successors.
- uu. “Sound Generations’ Counsel” means Wilson Elser Moskowitz Edelman & Dicker LLP.
- vv. “Summary Notice” means the summary notices of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit F**.
- ww. “Unknown Claims” means any of the Released Claims that any Settlement Class Members, including any of the Class Representatives, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Class Representatives expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Judgment shall have, waived the provisions, right, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by the law of any state, province, or territory of the United States, which is

similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including the Class Representatives, 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 Released Claims, but the Class Representatives expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Final Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all of the Released Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part, and that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

III. SETTLEMENT BENEFITS TO CLASS

2. Subject to the caps described below, Settlement Class Members may file a claim to receive each of the three following benefits: 1) Lost Time Payment, 2) Credit Monitoring Services, and 3) Documented Economic Loss Payments. **In the alternative** to the foregoing three benefits, Settlement Class Members may file a claim to receive an Alternate Cash Payment.

3. Social Security Number Class Members may file a claim to receive 1) Lost Time Payment, 2) Credit Monitoring Services, 3) Documented Economic Loss Payment, **AND** 4) a payment pursuant to Paragraph 8 below (“SSN Cash Payment”). Social Security Number Class Members may not file a claim to receive an Alternative Cash Payment.

4. **Claim for Lost Time Payment.** All Settlement Class Members who submit a valid Documented Economic Loss Payment Claim are eligible to also submit a Claim to recover compensation for up to 2 hours of lost time at a rate of \$25 per hour, for a maximum of \$50, for time spent monitoring bank accounts, checking credit reports, and otherwise attempting to mitigate and prevent fraud or to remedy actual fraud of identity theft as a result of the Incident. Settlement Class Members who make a Claim for a Lost Time Payment must affirmatively indicate their election of this Settlement Benefit on the Claim Form, and attest that the claimed lost time is accurate and not otherwise reimbursable through insurance. This attestation is also to be made on the Claim Form. No attestation or verification required or permitted by this Agreement shall require notarization. This Settlement Benefit may be selected in addition to submitting a Claim for

Credit Monitoring Services and must be accompanied by a Claim for a Documented Economic Loss Payment under Paragraphs 5 and 6 below.

5. **Claim for Credit Monitoring Services.** All Settlement Class members who submit a valid Claim are eligible to receive Credit Monitoring Services. Sound Generations agrees to offer two (2) years of one bureau credit monitoring and identity theft insurance. Settlement Class Members must affirmatively request credit monitoring by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided by the Class Member on the Claim Form. Settlement Class Members who already maintain a credit monitoring service may elect to delay their enrollment in Credit Monitoring Services claimed as a Settlement Benefit under this Settlement for a period of 12 months for no additional charge. This Settlement Benefit may be selected in addition to or in the alternative to submitting a Claim for a Lost Time Payment under Paragraph 4 above and a Claim for a Documented Economic Loss Payment under Paragraph 6 below.

6. **Claim for Documented Economic Loss Payment.** All Settlement Class Members may submit a Claim Form for payment of up to \$130 per Settlement Class Member as compensation for documented unreimbursed economic losses resulting from the Incident that occurred between July 18, 2021 and the Claims Deadline, including but not limited to: (i) cost to obtain credit reports; (ii) fees related to credit freezes; (iii) card replacement fees; (iv) late fees; (v) overlimit fees; (vi) interest on payday loans taken as a direct result of the Incident; (vii) other bank or credit card fees; (viii) postage, mileage, and other incidental expenses resulting from lack of access to an existing account; (ix) costs associated with credit monitoring or identity theft insurance if purchased as a result of the Incident; and (x) fraudulent charges or transactions. This Settlement Benefit must be selected if the Settlement Class Member wishes to also submit a Claim for a Lost Time Payment, and may be selected in addition to or in the alternative to submitting a Claim for Credit Monitoring Services, under Paragraphs 4 and 5 above.

Settlement Class Members seeking a Documented Economic Loss Payment under this Paragraph must complete and submit either a written or online Claim Form to the Claims Administrator, postmarked or electronically submitted on or before the Claims Deadline. The Claim Form must be verified by the Settlement Class Member with an attestation that he or she believes that the losses or expenses claimed were incurred as a result of the Incident. The Claim Form will require Claimants to submit Reasonable Documentation of the out-of-pocket cost(s) claimed as economic losses. The reasonableness of such documentation will be determined by the Claims Administrator in its professional judgment. Nothing in this Settlement Agreement shall be construed to provide for any double payment for the same loss or injury that was reimbursed or compensated by any other source. To be valid, Claims for payment or reimbursement of Documented Economic Losses must be complete and submitted to the Claims Administrator on or before the Claims Deadline. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

7. **Alternative Cash Payment.** In the alternative to all of the Settlement Benefits provided for under Paragraphs 4-6 above, any Settlement Class Member (excluding Social Security Number Class Members) may submit a Claim to receive a cash Settlement Payment in

the amount of twenty-five dollars (\$25). Any Settlement Class Member who submits a claim for an Alternative Cash Payment will not be permitted to select any of the other Settlement Benefits provided for under Paragraphs 2-4 above.

- a. Cap on Alternative Cash Payments. The aggregate cap on the Alternative Cash Payments to be paid for valid Claims made pursuant to this Settlement is two hundred thousand dollars and no cents (\$200,000.00). Sound Generations will not be required to pay more than two hundred thousand dollars and no cents (\$200,000.00) for valid Claims submitted by Claimants for Alternative Cash Payments.
- b. Pro Rata Adjustment for Alternative Cash Payments. It is difficult for the Parties to project the number of Settlement Class Members that will make a Claim for an Alternative Cash Payment. In light of the \$200,000.00 cap provided for under Paragraph 7-a above, the amount of the Alternative Cash Payment may be subject to a downward pro rata adjustment should the aggregate value of Alternative Cash Payments claimed exceed \$200,000.00.
- c. Settlement Class Members who were notified that their Social Security number may have been compromised during the Incident (i.e., Social Security Number Class Members), or have other proof that it was, and submit a claim for same with said proof, may not submit a claim for an Alternative Cash Payment.

8. **Claim for SSN Cash Payment.** In addition to being able to submit a Claim for the Settlement Benefits provided for under Paragraphs 4-6 above, only Social Security Number Class Members may also submit a claim for an SSN Cash Payment in order to receive a pro rata share of the \$100,000.00 provided by the Settlement for same. Social Security Number Class Members are not permitted to submit a Claim Form for an Alternative Cash Payment under Paragraph 7 above. Social Security Number Class Members known to the Parties will receive separate Notice pursuant to Paragraph 31 below and will receive a Claim Form with a unique Class Member identifier that pre-populates a Claim for an SSN Cash Payment, in addition to allowing Social Security Number Class Members to select any or all of the Settlement Benefits under Paragraphs 4-6 above. The amount of each SSN Cash Payment shall be calculated by dividing the \$100,000 made available by the Settlement for these claims by the number of valid Claims submitted by Social Security Number Class Members. All distribution determinations shall be performed by the Settlement Administrator. No portion of the \$100,000.00 made available for SSN Cash Payments shall revert or be repaid to Sound Generations after the Effective Date.

9. **Settlement Claims Cap and Pro Rata Contingency.** The maximum amount that Sound Generations is obligated to pay or otherwise honor for valid Claims for Settlement Benefits provided for under Paragraphs 4-8 above is \$750,000.00. \$100,000.00 will be distributed to SSN Cash Payment claimants regardless of the number of valid claims received for these payments. Alternative Cash Payments are subject to a \$200,000.00 cap and pro rata reduction pursuant to Paragraph 7(b) above. If the cost of the valid claims pursuant to Paragraphs 4-7 above exceed \$650,000.00, all claims for Credit Monitoring Services under Paragraph 5 above will be paid in

full. Claims under Paragraphs 4, 6 and 7 above will be reduced and paid pro rata from the difference of \$650,000.00 and the cost of Credit Monitoring Services under Paragraph 5 above.

10. **Equitable Relief and Security Improvements:** In addition to all of the foregoing Settlement Benefits, Sound Generations agrees to adopt, continue, and implement and maintain the following (or substantially similar) data security measures for a period of no less than two (2) years from the Effective Date of this Agreement:

- a. Organizational password change for users;
- b. Encryption technologies by Azure domain joining and rebuilding workstations, enabling BitLocker encryption;
- c. Multi-factor authentication for network access;
- d. Windows Defender for Endpoint on workstations to provide integrated endpoint protection;
- e. Windows Defender for Office to provide additional email/attachment protection
- f. Computing network move to the cloud-based Microsoft 365 platform;
- g. Multi-factor authentication for the Office 365 cloud-based back-up system;
- h. Written information security plan update;
- i. Security rule risk mitigation plan update; and
- j. Security rule risk analysis.

11. **Settlement Payment Methods.** Settlement Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods. In the event that Class Members do not exercise this option, they will receive their Settlement Payment via a physical check sent by first class U.S. Mail.

12. **Deadline to File Claims.** Claim Forms must be received postmarked or electronically within ninety (90) days after the Notice Date.

13. **The Claims Administrator.** The Claims Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete.

14. **Timing of Settlement Benefits.** Within sixty (60) days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their given Claim Form. Within thirty (30) days of the Effective Date, the Settlement Administrator shall make best efforts to provide Class Members who selected Credit Monitoring Services with enrollment instructions for the Credit Monitoring Services.

15. **Deadline to Deposit or Cash Physical Checks.** Settlement Class Members with Approved Claims who receive a Lost Time Payment, Documented Economic Loss Payment, or SSN Cash Payment, or an Alternative Cash Payment, by physical check, shall have sixty (60) days following distribution to deposit or cash their benefit check.

16. **Returned Payments.** For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Administrator shall make one additional effort to make any digital payments and engage in reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement Payment within thirty (30) days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to repay or resend a Settlement Payment.

17. **Limitation of Liability.**

- a. Sound Generations and Sound Generations' Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; or (ii) the determination, administration, calculation, or payment of any claims.
- b. Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; or (ii) the determination, administration, calculation, or payment of any claims.
- c. The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representatives, Sound Generations, and Sound Generations' Counsel harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice plan and the administration of the Settlement; or (ii) the determination, administration, calculation, or payment of any claims.

IV. RELEASE

18. Settlement Class Members who do not opt-out of the Settlement in accordance with Court approved opt-out procedures and deadlines release any and all claims arising from or related to claims asserted, or that could have been asserted, in the Action.

19. The obligations incurred under this Settlement shall be in full and final disposition of the Action and of any and all Released Claims as against all Released Parties.

20. Upon the Effective Date, and without any further action, the Settlement Class Members, including the Class Representatives, for good and valuable consideration, the adequacy of which is hereby acknowledged, shall fully, finally, and forever release, relinquish, and discharge any and all Released Claims against each and every one of the Released Parties, and shall forever be barred and enjoined, without the necessity of any of the Released Parties posting a bond, from commencing, instituting, prosecuting, or maintaining any of the Released Claims. Upon the Effective Date, and without any further action, Class Representatives further agree not to

knowingly and voluntarily assist in any way any third party in commencing of prosecuting any suit against the Released Parties relating to any Released Claim.

V. REQUIRED EVENTS AND COOPERATION BY PARTIES

21. **Preliminary Approval.** Class Counsel shall submit this Agreement to the Court and shall promptly move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit E**.

22. **Cooperation.** The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best judgment to amend the schedule to accomplish the goals of this Agreement.

23. **Certification of the Settlement Class.** For purposes of this Settlement only, Plaintiffs and Sound Generations stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order of this Settlement and Final Judgment and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Sound Generations reserves the right to contest class certification for all other purposes. Plaintiffs and Sound Generations further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

24. **Final Approval.** The Parties shall request that the Court schedule the Final Approval Hearing in compliance with all applicable laws.

VI. ADMINISTRATION OF THE SETTLEMENT AND NOTICE

25. The Claims Administrator shall provide Notice to the Settlement Class Members and administer the Settlement under the Parties' supervision pursuant to the Court's Preliminary Approval Order and subject to the exclusive jurisdiction of this Court. All costs associated with the Notice plan shall be paid by Sound Generations.

26. Dissemination of the Notice shall be accomplished by the Claims Administrator and shall comply with the Preliminary Approval Order and the terms of this Settlement Agreement. The Notice program shall be designed to provide for maximum clarity and ease of Claim submission. Notice is subject to review and approval by the Parties as well as an expert specializing in providing notice and administration to class members, should any of the Parties decide, at their own expense, to retain such an expert.

27. **Notice Date.** Within thirty-five (35) days of entry of the Preliminary Approval Order (i.e., the Notice Date), or such other time as may be ordered by the Court, the Claims Administrator shall commence the dissemination of the Notice to the Settlement Class. Notice shall be given to all Settlement Class Members as set forth herein and postage will be prepaid by

Sound Generations. Dissemination of the Notice is to be completed within fifteen (15) days after the Notice Date.

28. **Direct Notice.** No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate the Summary Notice to the Settlement Class Members as follows:

- a. For any Settlement Class Member for whom an email address is available, the Settlement Administrator shall email the Summary Notice to such person;
- b. For any Settlement Class member for whom an email is not available, and to the extent a physical address is reasonably available, the Settlement Administrator will send the Summary Notice (in Postcard form) by U.S. mail, postage prepaid;
- c. If any notice that has been emailed is returned as undeliverable, the Settlement Administrator shall attempt another email execution and, if not successful, the Settlement Administrator will send the Summary Notice (in Postcard form) by U.S. mail, postage prepaid, to the extent a current mailing address is available;
- d. For any Summary Notice that has been mailed via U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail;
- e. Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed as provided in this Paragraph; and
- f. In the event the Settlement Administrator transmits a Summary Notice via U.S. Mail, then the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address (“NCOA”) database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals or entities whose names are provided by Sound Generations.

29. **Publication Notice.** Notice via U.S. mail and email, discussed above, shall be supplemented with publication-based notice designed to meet the requirements of due process. The publication notices shall be designed in consultation Postlethwaite & Netterville, the Claims Administrator, which is a nationally recognized class action settlement administrator.

30. **Class Member Information.** No later than ten (10) days after entry of the Preliminary Approval Order, Sound Generations shall provide the Claims Administrator with the name and address of each Settlement Class Member (collectively, “Class Member Information”) initially notified of the Incident. Sound Generations agrees that it will provide the most current Class Member Information for all Settlement Class Members from the most updated version of any mailing list it created in connection with the incident responses related to the Incident.

31. **Distinct Class Notice to Social Security Number Class Members.** A distinct Notice shall be disseminated in compliance with the above Notice plan to the Social Security Number Class Members. This Notice shall include a Claim Form with a unique Class Member identifier that is pre-populated with a Claim for an SSN Cash Payment.

32. **Confidentiality.** The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided for in this Agreement, or to provide all data and information in its possession to the Parties upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information. Moreover, because the Class Member Information will be provided to the Claims Administrator solely for purposes of providing the Class Notice and Settlement Benefits and processing opt-out requests, the Administrator will execute a confidentiality and non-disclosure agreement with Class Counsel and Sound Generations' Counsel, and will ensure that any information provided to it by Settlement Class Members, Class Counsel, Sound Generations, or Sound Generations' Counsel, will be secure and used solely for the purpose of effecting this Settlement. The Class Member Information shall be timely and properly destroyed once the duties under the Settlement Agreement and related legal obligations have been completed.

33. **Fraud Prevention.** The Claims Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Settlement Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the claimant is not entitled. In the event a Claim Form is submitted without a unique Class Member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the Claim is valid.

34. **Settlement Website.** Prior to any dissemination of the Summary Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website (www.sgdatasettlement.com) to be launched on the internet in accordance with this Agreement. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, and the operative Class Action Complaint in the Action, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall also allow for submission of Requests for Exclusion electronically through the Settlement Website.

35. **Settlement Toll Free Number.** The Claims Administrator shall establish and maintain a toll-free telephone number with information relevant to this Settlement.

36. **Submission of Claims.**

- a. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.
- b. Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Settlement Payment.
- c. Claims Period. All Settlement Class Members shall have ninety (90) days after the Notice Date to make Claims for Settlement Benefits.

37. **Untimely Claims.** Any Settlement Class member who fails to submit a Claim for any Settlement Benefits under the terms of this Settlement within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any Settlement Payments or Settlement Benefits pursuant to the Settlement, but will in all other respects be subject to, bound by, the provisions of the Settlement Agreement, the releases contained herein, and, upon its entry, the Final Judgment

38. **Settlement Administrator's Duties.**

- a. Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.
- b. Dissemination of Notices. The Settlement Administrator shall disseminate the Notice as provided for in this Agreement.
- c. Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Sound Generations' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Sound Generations' Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:

- i. Receive Requests for Exclusion from Settlement Class Members and provide Class Counsel and Sound Generations' Counsel a copy thereof no later than five (5) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Sound Generations' Counsel;
- ii. Provide weekly reports to Class Counsel and Sound Generations' Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator (including a breakdown of what types of claims were received and approved), and the categorization and description of Claim Forms rejected by the Settlement Administrator;
- iii. Make available for inspection by Class Counsel and Sound Generations' Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;
- iv. Cooperate with any audit by Class Counsel or Sound Generations' Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement; and
- v. In general, the Claims Administrator shall keep Class Counsel and Sound Generations' Counsel informed regarding all material aspects of the claims process and settlement administration. Upon request by any Settlement Class Members, Class Counsel may assist such Settlement Class Members with the claims process and intercede with the Claims Administrator on their behalf.

39. **Requests For Additional Information.** In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member who submits a Claim Form.

VII. OPT-OUT/REQUEST FOR EXCLUSION PROCEDURE

40. The Notice shall explain that the procedure for Class Members to opt out and exclude themselves from the Settlement Class is by notifying the Claims Administrator in writing, postmarked no later than forty-five (45) days after the Notice Date. Any Settlement Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be (i) submitted electronically on the Settlement Website, or (ii) postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. In the event the Settlement Class Members submit a Request for Exclusion to the Settlement Administrator via U.S. Mail, such Request for Exclusion must be in writing and

must identify the case name *Richard Easter and Tristen Star v. Sound Generations*, Case No. 21-2-16953-4 SEA (King Cnty. Wash. Super. Ct.); state the name, address, and telephone number of the Settlement Class Member seeking exclusion; be physically signed by the person seeking exclusion; and must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Richard Easter and Tristen Star v. Sound Generations*, Case No. 21-2-16953-4 SEA (King Cnty. Wash. Super. Ct.).” Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

41. The Claims Administrator shall cause copies of Requests for Exclusion from Settlement Class Members to be provided to Class Counsel and Sound Generations’ Counsel as they are received. No later than ten (10) days after the expiration of the Opt-Out Period, the Claims Administrator shall provide Class Counsel and Sound Generations’ Counsel a complete and final list of all known Settlement Class Members who have requested exclusion from the Settlement. Class Counsel shall provide this information to the Court before the Final Approval Hearing.

42. In the event that within ten (10) days after the expiration of the Opt-Out Period, there have been Requests for Exclusion totaling more than 3% of all Settlement Class Members who receive Notice, Sound Generations may void this Settlement Agreement by notifying Class Counsel in writing. If Sound Generations voids this Settlement Agreement under this Paragraph, (a) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party’s counsel; and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

VIII. OBJECTION PROCEDURES

43. The Notice shall explain that the procedure for Class Members to object to the Settlement is by submitting written objections to the Court no later than forty-five (45) days after the Notice Date (i.e., the Objection Deadline). Any Settlement Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why the Final Judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this section VIII.

44. **Objection Deadline.** No Class Member or other person will be heard on such matters unless they have filed in this Action the objection, together with any briefs, papers,

statements, or other materials the Class Member or other person wishes the Court to consider, within forty-five (45) days following the Notice Date, unless otherwise granted permission by the Court.

45. **Objection Requirements.** All written objections and supporting papers must clearly (a) identify the case name and number; (b) state the Class Member’s full name, current mailing address, and telephone number; (c) contain a signed statement by the Class Member that he or she believes he or she is a member of the Settlement Class and all information identifying the objector as a Class Member; (d) identify the specific grounds for the objection, accompanied by any legal support the objector wishes to submit; (e) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (f) include all documents or writings that the Class Member desires the Court to consider; (g) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; (h) identify all of the objector’s lawyers (if any) who will appear at the Final Approval Hearing; (i) list all persons who will be called to testify at the Final Approval Hearing in support of the objection; (k) be filed or postmarked on or before the Objection Deadline, as set forth above; and (l) contain the objector’s signature. In addition to the foregoing, objections should also provide the following information: (a) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three (3) years; and (b) a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative. The Notice will further inform Settlement Class Members that to be considered timely, any valid objection in the appropriate form must be **filed** with the Clerk for the King County Superior Court no later than forty-five (45) days following the Notice Date. The Notice will also inform Settlement Class Members that they must **mail** a copy of their objection to the following different places, postmarked no later than forty-five (45) days after the Notice Date:

COURT	PLAINTIFFS’ COUNSEL	SOUND GENERATIONS COUNSEL
Superior Court Clerk’s Office King County Courthouse 516 Third Avenue Seattle, WA 98104	Ben Barnow Barnow and Associates, P.C. 205 W. Randolph St. Ste. 1630 Chicago, IL 60606	David Ross Wilson Elser Moskowitz Edelman & Dicker LLP 1500 K Street, NW Suite 330 Washington, D.C. 20005

46. The Parties agree that Class Counsel will take the lead in drafting responses to any objections to the Settlement, including any appeals filed by the objectors. However, both Parties retain their rights to make any argument(s) in response to any objector.

47. **Failure to Adhere to Objection Procedure.** Any Settlement Class Member who fails to comply with the requirements for objecting in this Section VIII shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders,

and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Section VIII. Without limiting the foregoing, any challenge to the Settlement Agreement, the Preliminary Approval Order, the Final Approval Order, or the Final Judgment to be entered upon final approval, shall be pursuant to appeal and not through a collateral attack.

IX. DISPUTE RESOLUTION FOR CLAIMS

48. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class Member; (2) the Claimant has provided all information needed to complete the Claim Form, including any Reasonable Documentation that may be necessary to reasonably support any claimed Documented Economic Losses, provided for in Paragraph 6 above; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the Claimant has suffered the claimed losses as a result of the Incident. The Claims Administrator may, at any time, request from the Claimant, in writing, including via email, additional information as the Claims Administrator may reasonably require in order to evaluate the Claim.

49. Upon receipt of an incomplete or unsigned Claim Form, the Claims Administrator shall request that the Claimant supplement his or her Claim Form and give the Claimant twenty-one (21) days to cure the defect before rejecting the Claim. Requests for Claim supplementation shall be made within thirty (30) days of receipt of a Claim Form or ten (10) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the 21-day period, the Claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 21-day deadline in which to comply; however, in no event shall the deadline be extended to later than sixty (60) days from the Effective Date. If a defective Claim Form is not timely and properly cured, then the Claim will be deemed invalid and there shall be no obligation to pay the Claim.

50. Following receipt of additional information requested as Claim supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each Claim. If, after review of the Claim and all Reasonable Documentation or other documentation submitted by the Claimant, the Claims Administrator determines that such a claim is facially valid, either in whole or in part, then the Claim shall be paid. If the Claim is not facially valid because the Claimant has not provided all information needed to complete the Claim Form and evaluate the Claim, then the Claims Administrator may reject the Claim without any further action.

51. Settlement Class Members shall have twenty-one (21) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final determination. If the Claimant approves the final determination, then the approved amount shall be the amount to be paid. If the Claimant does not approve the final determination within

twenty-one (21) days, then the dispute will be submitted to the Parties within an additional ten (10) days.

X. NOTICE AND ADMINISTRATION EXPENSES

52. All costs of Notice and administration, including, without limitation, all Administrative Expenses and administration fees, shall be paid separately by Sound Generations directly to the Claims Administrator, or other party.

XI. CLASS REPRESENTATIVE SERVICE AWARDS

53. Class Counsel may seek Service Awards to the Class Representatives in an amount not to exceed two thousand five hundred dollars and no cents (\$2,500.00) per Class Representative. Class Counsel may file a motion seeking Service Awards for the Class Representatives on or before fourteen (14) days prior to the Objection Deadline.

54. Sound Generations shall pay the Class Representative Service Awards approved by the Court separately by check to each Class Representative.

55. Sound Generations' payment of the Service Awards is in addition to and separate from any Settlement Benefits provided to Class Members and the costs of Notice and settlement administration and any award of Attorneys' Fees and Costs.

56. Any Service Awards shall be paid by Sound Generations in the amount approved by the Court within ten (10) Business Days after the Effective Date.

57. In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for cancellation or termination of this Agreement.

58. The Parties did not discuss or agree upon the amount of the maximum amount of Service Awards for which Class Representatives can apply for, until after the substantive terms of the Settlement had been agreed upon.

XII. ATTORNEYS' FEES, COSTS, AND EXPENSES

59. Class Counsel shall request the Court to approve an award of attorneys' fees, costs, and expenses not to exceed \$345,000.00 (i.e., a Fee Award and Costs) on or before fourteen (14) days prior to the Objection Deadline.

60. Sound Generations shall pay the Fee Award and Costs approved by the Court contingent upon receipt of sufficient payment instructions from Class Counsel and a W-9 for Class Counsel. Class Counsel shall thereafter distribute the Court-approved payment for a Fee Award

and Costs amongst Class Counsel. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs.

61. Sound Generations' payment of any Fee Award and Costs is in addition to and separate from any Settlement Benefits provided to Class Members and the costs of Notice and settlement administration, and any Service Awards.

62. Any Fee Award and Costs shall be paid by Sound Generations in the amount approved by the Court within ten (10) Business Days after the Effective Date.

63. The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's attorneys' fees, costs, or expenses.

64. The Parties did not discuss or agree upon payment of attorneys' fees, costs, and expenses until after an agreement was reached on all material terms of the Settlement.

XIII. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

65. The Effective Date of the Settlement shall be the first day after all of the following conditions have occurred:

- a. Sound Generations and Class Counsel execute this Agreement;
- b. The Court enters the Preliminary Approval Order, without material change to the Parties' agreed-upon proposed preliminary approval order attached hereto as **Exhibit E**;
- c. Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;
- d. The Court enters the Final Approval Order and Final Judgment, without material change, attached hereto as **Exhibit B** and **Exhibit C**, respectively; and
- e. The Final Approval Order and Final Judgment have become "Final" because: (i) the time for appeal, petition, rehearing, or other review has expired; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and Final Judgment are affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

66. In the event that the Court declines to enter the Preliminary Approval Order, declines to enter the Final Approval Order and Final Judgment, or the Final Approval Order and Final Judgment do not become Final (as described in Paragraph 65-e of this Agreement), Sound Generations may at its sole discretion terminate this Agreement on five (5) Business Days written notice from Sound Generations' Counsel to Class Counsel.

67. In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party in its sole discretion to be exercised within fourteen (14) days after such modification may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a “material modification” shall not include any reduction by the Court of the attorneys’ fees, costs, or expenses and/or Service Awards.

68. Except as otherwise provided herein, in the event the Settlement is terminated, the Parties to this Agreement, including Settlement Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated, *nunc pro tunc*, and shall not be used in or cited by any person or entity in support of claims or defenses

69. In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void (with the exception of Paragraphs 17-a, 17-b, 69, 70 and 71 herein) and shall have no legal effect and may never be mentioned at trial or in dispositive or class motions or motion papers (except as necessary to explain the timing of the procedural history of the Action), and the Parties will return to their respective positions existing immediately before the execution of this Agreement.

70. Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys’ fees and costs.

XIV. NO ADMISSION OF WRONGDOING OR LACK OF MERIT

71. This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:

- a. shall not be offered or received against Sound Generations as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Sound Generations with respect to the truth of any fact alleged by any Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or

could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Sound Generations;

- b. shall not be offered or received against Sound Generations as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Sound Generations;
- c. shall not be offered or received against Sound Generations as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against Sound Generations, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;
- d. shall not be construed against Sound Generations as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and
- e. shall not be construed as or received in evidence as an admission, concession or presumption against the Class Representatives or any Settlement Class Member that any of their claims are without merit, or that any defenses asserted by Sound Generations have any merit.

XV. REPRESENTATIONS

72. Each Party represents that: (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

XVI. NOTICE

73. All notices to Class Counsel provided for in this Agreement shall be sent by email (to all email addresses set forth below) and by First-Class mail to all of the following:

Ben Barnow
b.barnow@barnowlaw.com
BARNOW AND ASSOCIATES, P.C.
205 W. Randolph St.
Ste. 1630
Chicago, IL 60606

Telephone: (312) 621-2000

Andrew Ferich
aferich@ahdootwolfson.com
AHDOOT & WOLFSON, PC
201 King of Prussia Road, Suite 650
Radnor, PA 19087
Telephone: (310) 474-9111

74. All notices to Sound Generations or Sound Generations' Counsel provided for in this Agreement shall be sent by email and First Class mail to the following:

David Ross
david.ross@wilsonelser.com
WILSON ELSER LLP
1500 K Street, NW, Suite 330
Washington, D.C. 20005
Telephone: (202) 626-7660

75. All notices to the Settlement Administrator provided for in this Agreement shall be sent by email and First Class mail to the following address:

SG Data Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

76. The notice recipients and addresses designated in this Section may be changed by written notice.

XVII. MISCELLANEOUS PROVISIONS

77. **Representation by Counsel.** The Class Representatives and Sound Generations represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

78. **Best Efforts.** The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.

79. **Contractual Agreement.** The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.

80. **Integration.** This Agreement constitutes the entire agreement among the Parties and no representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized herein.

81. **No Additional Persons with Financial Interest.** Sound Generations shall not be liable for any additional attorneys' fees and expenses of any Settlement Class Members' counsel, including any potential objectors or counsel representing a Settlement Class Member, other than what is expressly provided for in this Agreement.

82. **Drafting.** The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentum*. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.

83. **Modification or Amendment.** This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the persons who executed this Agreement or their successors-in-interest.

84. **Waiver.** The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

85. **Severability.** Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

86. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties.

87. **Survival.** The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.

88. **Governing Law.** All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the state of Washington, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.

89. **Interpretation.**

- a. Definitions apply to the singular and plural forms of each term defined.
- b. Definitions apply to the masculine, feminine, and neuter genders of each term defined.
- c. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”

90. **No Precedential Value.** The Parties agree and acknowledge that this Agreement carries no precedential value.

91. **Fair, Reasonable, and Adequate.** The Parties and their counsel believe this Agreement is a fair, reasonable, and adequate compromise of the disputed claims, in the best interest of the Parties, and have arrived at this Agreement as a result of arm’s-length negotiations.

92. **Retention of Jurisdiction.** The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.

93. **Headings.** Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

94. **Exhibits.** The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

95. **Counterparts and Signatures.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Digital signatures shall have the same force and effect as the original.

96. **Facsimile and Electronic Mail.** Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

97. **No Assignment.** Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.

98. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All reference to

“days” in this Agreement shall refer to calendar days, unless otherwise specified. 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.

99. **Dollar Amounts.** All dollar amounts are in United States dollars, unless otherwise expressly stated.

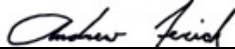
IN WITNESS WHEREOF, the Parties have, through their respective counsel, executed this Settlement as of the date first above written.

Approved as to form and content by counsel for Plaintiffs:

Dated: December 22, 2022


By: 
Ben Barnow
Anthony L. Parkhill
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Dated: December 16, 2022

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Approved as to form and content by Sound Generations’ counsel:

Dated: December 15, 2022

By: 
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