

**THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON**

In re: Kannact, Inc. Data Security Incident

Lead Case No. 6:23-cv-1132-AA

SETTLEMENT AND RELEASE

This Settlement Agreement, dated as of April 29, 2024, is made and entered into by and among the following Settling Parties (as defined below): Terry Dukes, Ann Fongheiser, and Alan White (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel of record (Proposed Settlement Class Counsel, as defined below), and Kannact, Inc. (“Kannact” or “Defendant”) (together with Plaintiffs, the “Parties”), by and through its counsel of record, Michael P. Lowry and David M. Ross of Wilson Elser Moskowitz Edelman & Dicker LLP. The Settlement Agreement (as defined below) is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

Plaintiffs allege that on or around March 13, 2023, cybercriminals breached Kannact’s computer and information systems and accessed personally identifying information, financial account information, and private health information (collectively “Private Information”) belonging to Kannact’s current and former patients and employees (the “Data Incident”). Specifically, Plaintiffs allege that the following categories of information were potentially compromised in the Data Incident, including, but not limited to: full names, email addresses, employee ID numbers, dates of birth, Social Security numbers, and medical and health insurance information. Kannact discovered this intrusion on March 13, 2023, and took steps to secure its systems. On August 23, 2023, Kannact sent notice of the Data Incident to 109,210 individuals.

On August 3, 2023, Plaintiff Terry Dukes (“Dukes”) filed a putative class action complaint against Kannact concerning the Data Incident in the United States District Court for the District of Oregon. Plaintiffs Ann Fongheiser (“Fongheiser”) and Alan White filed their putative class actions

in the District of Oregon on September 5 and 6, 2023, respectively. Dukes, Fongheiser, and White thereafter filed a joint motion to consolidate the three cases on September 21, 2023. On September 26, 2023, the Court granted consolidation and, on October 25, 2023, Plaintiffs filed their Consolidated Amended Class Action Complaint.

In January 2024, the Parties began settlement discussions. Shortly thereafter, the Parties agreed to attend a full-day mediation on February 27, 2024, before the honorable Judge Wayne Andersen (Ret.) of JAMS. Prior to the mediation, the Parties engaged in an informal exchange of information and documents, and presented their positions and arguments in confidential submissions to Judge Andersen. At the February 27, 2024 mediation, the Parties reached an agreement. This accepted settlement is memorialized in this agreement (“Settlement Agreement”).

Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Kannact and the Released Persons (as defined below) relating to the Data Incident, by and on behalf of Representative Plaintiffs and the Settlement Class (as defined below).

II. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING

Plaintiffs believe the claims asserted in the Litigation, as set forth in their complaint, have merit. Plaintiffs and Proposed Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Kannact through motions practice, trial, and potential appeals. Plaintiffs have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Proposed Settlement Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. Proposed

Settlement Class Counsel have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Kannact denies each and all of the claims and contentions alleged against it in the Litigation. Kannact denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Kannact has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Kannact has considered the uncertainty and risks inherent in any litigation. Kannact has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class; Proposed Settlement Class Counsel; and Kannact that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class, except those members of the Settlement Class who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

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

1.1 “Agreement” or “Settlement Agreement” means this agreement.

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

1.3 “Claim Form” means the claim form to be used by Settlement Class Members to submit a Settlement Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in Exhibit A to this Settlement Agreement.

1.4 “Claims Deadline” means the date by which all Claim Forms must be submitted by a Settlement Class Member to the Settlement Administrator to be timely. This date shall be set as ninety (90) days after the Notice Commencement Date.

1.5 “Costs of Settlement Administration” means all actual costs associated with or arising from Settlement Administration, including, without limitation: all expenses and costs associated with providing Notice to Settlement Class Members, locating Settlement Class Members, performing National Change of Address searches or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the portions and benefits of the Settlement Fund to Settlement Class Members. Costs of Settlement Administration also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

1.6 “Court” means the United States District Court for the District of Oregon.

1.7 “Cy Pres Designee” means an entity mutually agreed upon by the Parties and submitted to the Court in a subsequent filing who may receive unclaimed residual funds, as set forth in Paragraph 8.6, subject to approval by the Court.

1.8 “Data Incident” means the data security incident affecting Kannact which occurred on or around March 13, 2023.

1.9 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.10 herein have occurred and been met.

1.10 “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of litigation costs to be awarded by the Court to Settlement Class Counsel.

1.11 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Fee Award and Costs or Service Award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.12 “Judgment” means a judgment rendered by the Court.

1.13 “Litigation” means the action titled *In re: Kannact, Inc. Data Security Incident*, Case No. 6:23-cv-1132-AA (D. Or).

1.14 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in Exhibit B to this Settlement Agreement.

1.15 “Net Settlement Fund” refers to the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for the payment from the Settlement Fund for (i) the

Costs of Settlement Administration; (ii) Taxes and Tax-Related Expenses; (iii) Service Award; and (iv) Fee Award and Costs.

1.16 “Notice Commencement Date” means thirty (30) days following entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for purposes of calculating the Claims Deadline, deadlines concerning the Opt-Out Date and Objection Date, and all other deadlines that flow from the Notice Commencement Date.

1.17 “Objection Date” means the date by which members of the Settlement Class must mail to Proposed Settlement Class Counsel and counsel for Kannact or, in the alternative file with the Court, their objection to the Settlement Agreement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.18 “Opt-Out Date” means the date by which Settlement Class Members must mail or submit their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.19 “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 or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.20 “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Date.

1.21 “Plaintiffs” and “Representative Plaintiffs” mean Terry Dukes, Ann Fongheiser, and Alan White.

1.22 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached as Exhibit C to this Settlement Agreement.

1.23 “Related Entities” means Kannact’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

1.24 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality; violations of state consumer protection statutes; and violations of state privacy-protection; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a

receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident and alleged theft of other personal information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.25 “Released Persons” means Kannact and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.26 “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 this Agreement.

1.27 “Service Award” or “Service Awards” means the amount of remuneration to be paid to the Class Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Section 7.

1.28 “Settlement Administration” means the process of identifying members of the Settlement Class, notifying Settlement Class Members, and Settlement Distribution.

1.29 “Settlement Administrator” means Postlethwaite & Netterville APAC, now known as EisnerAmper (“EisnerAmper”) a company experienced in administering class action

settlements generally and specifically those of the type provided for and made in data breach litigation.

1.30 “Settlement Benefit” means any Settlement Payment, the Credit Monitoring and Insurance Services, and any other benefits Settlement Class Members receive pursuant to this Settlement, including non-monetary benefits and relief, the Fee Award and Costs, and Costs of Settlement Administration.

1.31 “Settlement Claim” means the process through which a Settlement Class Member, after receiving due notice, submits a Valid Claim to the Settlement Administrator identifying the Settlement Benefit elected by the Settlement Class Member.

1.32 “Settlement Class” means all persons in the United States whose information may have been impacted in the Data Incident, including persons to whom Kannact mailed a notification that their information may have been impacted in the Data Incident. The Settlement Class specifically excludes: (i) Kannact and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (iii) the Judge and Magistrate Judge assigned to evaluate the fairness of this settlement; 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 Data Incident or who pleads *nolo contendere* to any such charge.

1.33 “Settlement Class Member(s)” means all persons meeting the definition of the Settlement Class.

1.34 “Settlement Class Counsel” means Cafferty Clobes Meriwether & Sprengel LLP; Milberg Coleman Bryson Phillips Grossman PLLC; Siri & Glimstad LLP; and Tousley Brain Stephens PLLC.

1.35 “Settlement Distribution” means the process by which the Settlement Administrator will disburse the Net Settlement Fund to Settlement Class Members.

1.36 “Settlement Fund” means the sum of Seven Hundred Thousand Dollars and Zero Cents (\$700,000) paid by or on behalf of Kannact, as specified in Paragraph 2.1.

1.37 “Settlement Payment” means any payment to be made to any Settlement Class Member who submits a valid and timely Claim Form pursuant to Paragraphs 2.2-2.4.

1.38 “Settlement Website” means a website, the URL for which shall be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide Settlement Class Members with the ability to submit a Settlement Claim online.

1.39 “Settling Parties” means, collectively, Kannact and Plaintiffs, individually and on behalf of the Settlement Class.

1.40 “Short Notice” means the short form notice of the proposed class action settlement, substantially in the form as shown in Exhibit D to this Settlement Agreement. The Short Notice will direct recipients to the Settlement Website and inform members of the Settlement Class of, among other things, the Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final Fairness Hearing (if set prior to the Notice Commencement Date (as defined above)).

1.41 “Tax and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by any government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect to the Settlement Fund.

1.42 “Unclaimed Funds” means the sum of the Net Settlement Fund that remain after the payment of the Costs of Settlement Administration, Service Award, Fee Award and Costs,

Taxes and Tax-Related Expenses, Credit Monitoring and Insurances Services, and after the expiration of checks issued to Settlement Class Members who submitted a valid and timely Claim Form for Documented Loss Payments and/or Cash Awards, and any Subsequent Settlement Payment (described herein).

1.43 “Unknown Claims” means any of the Released Claims that any Plaintiff does not know or suspect to exist in his or her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, 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 Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

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

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

1.45 “Valid Claims” means Settlement Claims Form submitted by a Settlement Class Member that indicate the Settlement Class Member’s Settlement Benefits election, and provide the Settlement Administrator with correct information for disbursement of a Documented Loss Payment or Cash Award, and that are sent to the Settlement Administrator prior to the Claims Deadline.

2. Settlement Benefits

2.1 The Settlement Fund:

- (a) Within twenty-one (21) days of the Preliminary Approval Order, Kannact shall deposit or cause to be deposited the total sum Seven Hundred Thousand Dollars and Zero Cents (**\$700,000**) into an interest bearing account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator and Kannact (the Settlement Fund).
- (b) The Settlement Fund is the limit and extent of the monetary obligations of Kannact, its respective predecessors, successors, assigns, parents, subsidiaries, affiliates, departments, and any and all of their past, present, or future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing, with respect to this Agreement and the settlement of the Litigation.

- (c) The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.
- (d) As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay the following: (i) Costs of Settlement Administration; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards; (iv) Fee Award and Costs; and (v) the Settlement Benefits elected by Settlement Class Members who submit valid and timely Settlement Claim pursuant to the terms of this Settlement.

2.2 Settlement Payments. Each Settlement Class Member who submits a valid and timely Claim Form may qualify for one of the following:

- (a) Cash Award. Settlement Class Members who submit a valid and timely Claim Form may elect a claim to receive a payment (a “Cash Award”).

The amount of the Cash Award will be calculated in accordance with Paragraph 2.4(b).

- (b) Documented Loss Payment. In the event a Settlement Class Member does not elect a Cash Award, the Settlement Class Member may submit a claim for a Settlement Payment of up to \$5,000 for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Settlement Class Member must choose to do so on their given Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed Documented Loss; and (iii) reasonable documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement.

2.3 Credit Monitoring and Insurance Services. Each Settlement Class Member who submits a valid and timely Claim Form may elect to receive three (3) years of Credit Monitoring and Insurance Services (“CMIS”) regardless of whether they also make a claim for a Settlement Payment pursuant to Paragraph 2.2. The CMIS will have an enrollment period of twelve (12) months after the enrollment codes are sent to Class Members claiming this benefit. The CMIS will include the following services to be provided to each Settlement Class Member who submits a valid and timely Claim Form and elects the CMIS: (i) up to \$1 million dollars of identity theft insurance coverage; (ii) three bureau credit monitoring providing notice of changes to the Settlement Class Members’ credit profile; (iii) alerts for activity including new inquiries, new accounts created, change of address requests, changes to public records, postings of potentially negative information, and other leading indicators of identity theft; (iv) customer care and

dedicated fraud resolution agent; (v) comprehensive educational resources; and (vi) extended fraud resolution.

2.4 Distribution of Settlement Payments.

- (a) The Settlement Administrator will first apply the Net Settlement Fund to pay for CMIS claimed by a Settlement Class Member who submits a valid and timely Claim Form. If funds remain in the Net Settlement Fund after paying for the CMIS, the Settlement Administrator will next use the Net Settlement Fund to pay all Documented Loss Payments. The amount of the Net Settlement Fund remaining after all Documented Loss Payments are applied and the payments for the CMIS are made shall be referred to as the “Post Loss Payment Net Settlement Fund.”
- (b) The Settlement Administrator shall utilize the Post Loss Payment Net Settlement Fund to make all Cash Award payments pursuant to Paragraph 2.2(a). The amount of each Cash Award payment shall be calculated by dividing the Post Loss Payment Net Settlement Fund by the total number of valid and timely Claim Forms submitted by Settlement Class Members who elected a Cash Award.

2.5 Business Practices Changes. Plaintiffs have received assurances that Kannact has implemented or will implement certain reasonable steps to adequately secure its systems and environments presently and in the future.

2.6 Confirmatory Discovery. Kannact has provided or will provide reasonable access to confidential confirmatory discovery regarding the number of Settlement Class Members and state of residence, the facts and circumstances of the Data Incident and Kannact’s response thereto,

and the changes and improvements that have been made or are being made to further protect Settlement Class Members' Private Information.

2.7 Settlement Expenses. All costs for notice to the Settlement Class as required under Paragraphs 3.3 and 3.4 and the Costs of Settlement Administration under Paragraph 8 shall be paid out of the Settlement Fund.

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

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

3.1. Preliminary and Final Approval of the Settlement Agreement shall be sought in the United States District Court for the District of Oregon.

3.2. As soon as practicable after the execution of the Settlement Agreement, Proposed Settlement Class Counsel and counsel for Kannact shall jointly submit this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order in the form to

be agreed upon by the Parties, or an order substantially similar to such form in both terms and cost, requesting, among other things:

- a) certification of the Settlement Class for settlement purposes only pursuant to Paragraph 2.8;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Proposed Settlement Class Counsel as Settlement Class Counsel;
- d) appointment of Plaintiffs as Settlement Class Representatives;
- e) approval of a customary form of Short Notice to be mailed to Settlement Class Members in a form substantially similar to the one attached as Exhibit D to this Settlement Agreement;
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as Exhibit B to this Settlement Agreement, which, together with the Short Notice, shall include a fair summary of the parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the Settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing; and
- g) appointment of EisnerAmper as the Settlement Administrator.

The Short Notice and Long Notice have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval.

3.3. The cost of providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Settlement Administration shall be paid from the Settlement Fund. Fee Award and Costs for Settlement Class Counsel, and Service Awards to Representative Plaintiffs, as approved by the Court, shall also be paid from the Settlement Fund as set forth in Paragraphs 7.2, 7.3 and 7.4. Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

- a) *Class Member Information:* No later than fourteen (14) days after entry of the Preliminary Approval Order, Kannact shall provide the Settlement Administrator with the name, email address (where available), and last known physical address of each Settlement Class Member (collectively, “Class Member Information”) that Kannact possesses.
 - The Class Member Information and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided in this Settlement Agreement, or provide all data and information in its possession to the Settling Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.
- b) *Settlement Website:* Prior to the dissemination of the Short Form Notice, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include,

in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; (v) the operative Complaint filed in the Litigation; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically.

c) *Short Notice:* Within thirty (30) days after the entry of the Preliminary Approval Order, and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Settlement Administrator will provide notice to the Settlement Class as follows:

- To all Settlement Class Members for whom Kannact is in possession of an email address, via email to the email address provided to the Settlement Administrator by Kannact;
- To all Settlement Class Members for whom Kannact does not have in its possession a valid email address (including email addresses that were returned as undeliverable), via mail to the postal address provided to the Settlement Administrator by Kannact. Before any mailing under this Paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;

- In the event that a mailed Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
 - In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.
- d) Publishing, on or before the Notice Commencement Date, the Short Notice, Claim Form, and Long Notice on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;
- e) A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement. The Settlement Administrator

also will provide copies of the forms of Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request; and

- f) Contemporaneously with seeking Final Approval of the Settlement, Proposed Settlement Class Counsel and Kannact shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

3.4 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Settlement Administrator, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. The Notice Program shall commence within thirty (30) days after entry of the Preliminary Approval Order and shall be substantially completed within forty-five (45) days after entry of the Preliminary Approval Order.

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

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest a Person’s intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the Notice Commencement Date.

4.2 All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in Paragraph 4.1, referred to herein as “Opt-Outs,” shall not receive

any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in Paragraph 4.1 shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number—*In re: Kannact, Inc. Data Security Incident*, Case No. 6:23-cv-1132-AA (D. Or); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable and any supporting documents; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing, and; (vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than sixty (60) days from the Notice Commencement Date, to the Settlement Administrator at a designated post office box, as well as to Proposed Settlement Class Counsel, Nickolas J. Hagman, Cafferty Clobes Meriwether & Sprengel LLP, 135 S. LaSalle Street, Suite 3210, Chicago, IL 60603; and counsel for Kannact, David M. Ross, Wilson Elser, 1500 K Street, NW, Suite 330, Washington, DC 20005. The objector or his or her counsel may also file objections with the Court, with service on Proposed Settlement Class Counsel and Kannact's counsel. For all objections mailed to Proposed Settlement Class Counsel and counsel for Kannact that are not otherwise filed with the Court, Proposed

Settlement Class Counsel will file them with the Court as an exhibit to the Motion for Final Approval of the Settlement.

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

6. Releases

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

6.2 Upon the Effective Date, Kannact shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative Plaintiffs, each and all of the Settlement Class Members, Proposed Settlement

Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation, except for enforcement of the Settlement Agreement. Any other claims or defenses Kannact may have against such Persons including, without limitation, any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, employment, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither Kannact nor its Related Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs, each and all of the Settlement Class Members, and Proposed Settlement Class Counsel.

7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Representative Plaintiffs

7.1 Proposed Class Counsel may file a motion for the Fee Award and Costs to be paid from the Settlement Fund. The motion shall be filed at least fourteen (14) days before the Objection Date. Prior to the disbursement of the Fee Award and Costs under this Agreement, Class Counsel shall provide to Kannact and the Settlement Administrator a properly completed and duly executed IRS Form W-9.

7.2 Proposed Settlement Class Counsel will seek, and Kannact has agreed not to oppose, an order from the Court awarding one-third (33.3%) of the Settlement Fund (\$233,333.00) to Proposed Settlement Class Counsel for attorneys' fees, in addition to the costs and expenses incurred in connection with the prosecution of this matter.

7.3 Unless otherwise ordered by the Court, Proposed Settlement Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs among themselves.

7.4 Proposed Settlement Class Counsel will seek, and Kannact has agreed not to oppose, an order from the Court awarding One Thousand Five Hundred Dollars (\$1,500.00) in Service Awards to each of the Class Representatives, to be paid from the Settlement Fund.

7.5 If awarded by the Court, the Settlement Administrator shall pay the Fee Award and Costs, and Service Awards to Plaintiffs, as set forth in Paragraphs 7.2 and 7.3, within thirty (30) days after the Effective Date. Service Awards to Class Representatives Fee Award and Costs will be wired to Daniel O. Herrera, Cafferty Clobes Meriwether & Sprengel LLP, 135 S. LaSalle Street, Suite 3210, Chicago, IL 60603. Proposed Settlement Class Counsel shall thereafter distribute the award of Fee Award and Costs among Plaintiffs' Counsel and Service Awards to Plaintiffs consistent with Paragraphs 7.2, 7.3 and 7.4.

7.6 The amount(s) of any award of Fee Award and Costs, and the Service Award to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein, except as set forth in Paragraphs 1.15, 7.2, 7.4 and 7.5. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Fee Award and Costs, and/or Service Award ordered by the Court to Proposed Settlement Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Settlement Administrator shall administer the Settlement Fund and Unclaimed Funds described in Paragraphs 2.1, 8.3, 8.5, and 8.6. The Notices provided to Settlement Class Members shall require the Class Member to indicate their preferred disbursement methods and provide the required financial information.

8.2 Within thirty (30) days of the Effective Date, the Settlement Administrator shall make best efforts to provide Settlement Class Members who submitted a valid and timely claim for CMIS benefits with enrollment instruction for the CMIS.

8.3 For each Settlement Class Member from which the Settlement Administrator receives a valid, completed and timely Claim Form with correct financial information, the Settlement Administrator shall disburse any monies due to that Settlement Class Members (*i.e.*, the “Settlement Payment”) using the Settlement Class Member’s preferred method within twenty-one (21) days from the Effective Date.

8.4 Settlement Class Members who do not provide their preferred method of disbursement or do not provide valid financial account information by the Claims Deadline shall be deemed to have unclaimed their Settlement Benefit.

8.5 All Settlement Payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance (the “Check Void Date”). If a Settlement Class Member requests their Settlement Payment via check and the check is not cashed within ninety (90) days, the Settlement Class Member shall be deemed to have unclaimed their Settlement Payment.

8.6 To the extent any monies remain in the Net Settlement Fund more than one hundred fifty (150) days after the distribution of Settlement Payments to participating Settlement Class

Members, a “Subsequent Settlement Payment” will be evenly made to all Participating Settlement Class Members whose claims for monetary benefits (Settlement Payments) were approved and, in the event the Settlement Class Member requested payment via check, also cashed or deposited their initial Settlement Payment, provided that the average Subsequent Settlement Payment is equal or greater to Ten Dollars and No Cents (\$10.00). In the event that a Subsequent Settlement Payment would exceed Two Hundred and Fifty Dollars and No Cents (\$250.00), then the Parties will seek guidance from the Court on how to disburse the remaining Net Settlement Fund. If the average Subsequent Settlement Payment would be less than \$10.00, the remaining Net Settlement Fund will be used to extend for as long as possible the CMIS benefits claimed and utilized by Settlement Class Members. Any amount remaining in the Net Settlement Fund after said extension is accomplished (the “Unclaimed Fund”), if any, shall be distributed to the Cy Pres Designee.

8.7 Proposed Settlement Class Counsel and counsel for Kannact shall be given reports as to both claims and distribution, and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

8.8 All Settlement Class Members who fail to timely submit a claim within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.9 No Person shall have any claim against the Settlement Administrator, claims referee, Kannact, Proposed Settlement Class Counsel, Plaintiffs, and/or Kannact’s counsel based on distributions of benefits to Settlement Class Members.

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

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

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by Paragraph 3.2;
- b) Kannact has not exercised its option to terminate the Settlement Agreement pursuant to Paragraph 4.3;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein;
- d) the Judgment has become Final, as defined in Paragraph 1.11; and
- e) the number of Opt-Outs is fewer than indicated in the Parties' separate filing under seal with the Court

9.2 If all conditions specified in Paragraph 9.1 are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Paragraph 9.4 unless Proposed Settlement Class Counsel and Kannact's counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Proposed Settlement Class Counsel and to Kannact's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement or the releases set forth in Paragraphs 6.1, 6.2, and 6.3 are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation

deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of Fee Award and Costs, and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Kannact shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class and Settlement Administration and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

10. Miscellaneous Provisions

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

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that

such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 This Agreement contains the entire understanding between Kannact and Plaintiffs regarding the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Kannact and Plaintiffs in connection with the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs.

10.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the

Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

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

10.8 Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

If to Plaintiffs or Class Counsel:	If to Defendant or Defendant’s Counsel:
<p>Nickolas J. Hagman Cafferty Clobes Meriwether & Sprengel LLP 135 S. LaSalle, Suite 3210 Chicago, Illinois 60603 Phone: (312) 782-4880 Email: nhagman@caffertyclobes.com</p> <p>Gary M. Klinger Milberg Coleman Bryson Phillips Grossman PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 Phone: (866) 252-0878 Email: gklinger@milberg.com</p> <p>Mason A. Barney Tyler J. Bean SIRI & GLIMSTAD LLP 745 Fifth Avenue, Suite 500 New York, New York 10151 Tel: (212) 532-1091 mbarney@sirillp.com tbean@sirillp.com</p> <p>Kim D. Stephens Kaleigh N. Boyd</p>	<p>Michael P. Lowry Wilson Elser Moskowitz Edelman & Dicker LLP 6689 Las Vegas Blvd. South, Suite 200 Las Vegas, NV 89119 Phone (702) 727-1267 Email: michael.lowry@wilsonelser.com</p> <p>David M. Ross Wilson Elser Moskowitz Edelman & Dicker LLP 1500 K Street, NW, Suite 330 Washington, DC 20005 Phone (202) 626-7687 Email: david.ross@wilsonelser.com</p>

TOUSLEY BRAIN STEPHENS PLLC 1200 Fifth Avenue, Suite 1700 Seattle, WA 98101 Telephone: 206-682-5600 Facsimile: 206-682-2992 kstephens@tousley.com kboyd@tousley.com	
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10.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

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

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

10.12 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

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

10.14 Submitting a valid Claim Form (providing the Settlement Administrator with the preferred disbursement method and correct information) to claim a Settlement Benefit from this Settlement is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. If any Settlement Class Member does not submit a valid Claim Form, they will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and Kannact shall have no obligation to

make payments to the Settlement Class Member. The same provisions shall apply to any void checks.

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

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



/s/
Daniel O. Herrera
Nickolas J. Hagman
**Cafferty Clobes Meriwether & Sprengel
LLP**
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*Attorneys for Plaintiffs and the Putative
Class*

Michael Lowry

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michael.lowry@wilsonelser.com C =
AD O = Wilson Elser OU = Las Vegas
Date: 2024.04.29 20:11:59 -07'00'

/s/
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Counsel for Defendant Kannact Inc.

**THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON**

In re: Kannact, Inc. Data Security Incident	Lead Case No. 6:23-cv-1132-AA
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CONFIDENTIAL AGREEMENT TO BE FILED UNDER SEAL

Pursuant to Paragraph 9.1 of the Settlement Agreement reached in *In re: Kannact, Inc. Data Security Incident*, No. 6:23-CV-1132-AA, this Confidential Agreement is made by and among the Parties to the Settlement Agreement:

All capitalized terms in this Confidential Agreement have the same meanings as in the Settlement Agreement. Defendant shall have the option to withdraw from the Settlement Agreement and to render it null and void pursuant to Paragraph 9.1 of the Settlement Agreement if within ten (10) days after the Opt-Out Date (as approved by the Court), more than two percent (2%) of the Settlement Class Members have validly opted out of the Settlement Class.

IN WITNESS WHEREOF, the Parties have executed and caused this Confidential Agreement to be executed by their duly authorized attorneys below.

<p>/s/ </p> <p>Daniel O. Herrera Nickolas J. Hagman Cafferty Clobes Meriwether & Sprengel LLP 135 S. LaSalle, Suite 3210 Chicago, Illinois 60603 Phone : (312) 782-4880 Email : dherrera@caffertyclobes.com nhagman@caffertyclobes.com</p> <p>Gary M. Klinger Milberg Coleman Bryson Phillips Grossman PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 Phone : (866) 252-0878</p>	<p style="text-align: right; font-size: small;">Digitally signed by: Michael Lowry DN: CN = Michael Lowry, email = michael.lowry@wilsonelser.com, C = AD, O = Wilson Elser, OU = Las Vegas Date: 2024.04.29 20:12:25 -0700</p> <p>Michael Lowry</p> <p>/s/ Michael P. Lowry Wilson Elser Moskowitz Edelman & Dicker LLP 6689 Las Vegas Blvd. South, Suite 200 Las Vegas, NV 89119 Phone (702) 727-1267 Email: michael.lowry@wilsonelser.com</p> <p>David M. Ross Wilson Elser Moskowitz Edelman & Dicker LLP 1500 K Street, NW, Suite 330 Washington, DC 20005 Phone (202) 626-7687 Email: david.ross@wilsonelser.com</p>
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<p>Email : glkinger@milberg.com</p> <p>Mason A. Barney Tyler J. Bean SIRI & GLIMSTAD LLP 745 Fifth Avenue, Suite 500 New York, New York 10151 Tel: (212) 532-1091 mbarney@sirillp.com tbean@sirillp.com</p> <p>Kim D. Stephens Kaleigh N. Boyd TOUSLEY BRAIN STEPHENS PLLC 1200 Fifth Avenue, Suite 1700 Seattle, WA 98101 Telephone: 206-682-5600 Facsimile: 206-682-2992 kstephens@tousley.com kboyd@tousley.com</p> <p><i>Attorneys for Plaintiffs and the Putative Class</i></p>	<p><i>Counsel for Defendant Kannact Inc.</i></p>
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