

**Electronically Filed
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Case #24CV448267
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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SANTA CLARA**

15 **RAJ KUMAR SINGH PARIHAR**, on behalf
16 of himself and all others similarly situated,

17 Plaintiff,

18 v.

19 **MIPS HOLDING, INC.**,

20 Defendant.

Case No. 24CV448267

Assigned for all purposes to the Honorable
Theodore C. Zayner, Dept. 19 (Complex)

Complaint Filed: September 26, 2024

Trial Date: Not Set

21 **DECLARATION OF CASSANDRA P. MILLER IN SUPPORT OF PLAINTIFF’S**
22 **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

23 I, Cassandra P. Miller, being competent to testify, make the following declaration based on
24 my personal knowledge. I declare:

25 1. I am counsel for Plaintiff Raj Kumar Singh Parihar in the above-captioned case.
26 This declaration supports Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.
27 I have personal knowledge of the facts set forth in this declaration and could testify competently
28 to them if called upon to do so.

1 confidential mediation statements (which enabled the Parties to better evaluate the strengths and
2 weaknesses of the underlying claims and defenses).

3 10. With Judge Leighton’s assistance, the Parties reached an agreement on the core
4 terms of settlement. The finer terms were finalized over the following weeks, and on May 19,
5 2025, the Parties filed a Joint Notice of Settlement and Request to Stay. While the negotiations
6 were always collegial, cordial, and professional, there is no doubt that they were adversarial in
7 nature, with both parties forcefully advocating the position of their respective clients over
8 approximately five months.

9 **Settlement Class**

10 11. Defendant has confirmed that approximately **621 individuals** were impacted by the
11 Data Security Incident and fall within the Settlement Class. The Settlement Class is circumscribed
12 using objective criteria (i.e., the individuals whose information was maintained by Defendant and
13 then exposed).

14 12. Joinder of all Class Members would be impracticable; class treatment is therefore
15 appropriate. The Settlement Class shares a “community of interest” and satisfies the three factors:
16 (1) predominant common questions of law or fact; (2) class representatives with claims or defenses
17 typical of the class; and (3) class representatives who can adequately represent the class.

18 a. Questions of law and fact common to all Settlement Class Members exist
19 including “Whether Defendant had a duty to use reasonable care in
20 safeguarding Plaintiff’s and the Class’s PII; Whether Defendant failed to
21 implement and maintain reasonable security procedures and practices
22 appropriate to the nature and scope of the information compromised in the
23 Data Breach; Whether Defendant were negligent in maintaining, protecting,
24 and securing PII . . . Whether the Data Breach caused Plaintiff’s and the
25 Class’s injuries.” These questions satisfy commonality.

1 **Alternative Cash Payment:** An alternative cash payment of \$75 for Class
2 Members who prefer not to submit documentation.

3 17. The Settlement also provides meaningful injunctive relief, requiring Defendant to
4 implement and maintain enhanced data security practices.

5 18. Defendant will pay all valid claims subject only to an aggregate cap of \$120,000,
6 ensuring proportional relief while accounting for varying levels of injury.

7 19. The claims-made structure is superior to an across-the-board payment because it
8 allows Class Members to recover tailored relief. For example, a Class Member who experienced
9 thousands of dollars in fraud can claim those losses, while a Class Member who suffered no
10 identity theft may still claim the \$75 cash benefit.

11 **SETTLEMENT ADMINISTRATION AND NOTICE**

12 20. The Parties recommend appointment of Analytics LLC as Settlement Administrator
13 (“Analytics” or “Settlement Administrator”). Analytics has extensive experience administering
14 complex data breach settlements.

15 21. The Notice Plan satisfies due process, California Rule of Court 3.766, and aligns
16 with notice plans approved in analogous data breach class actions. It provides for direct mail and
17 email notice, supplemented by a Settlement Website, toll-free telephone number, and email
18 address.

19 22. As set forth in the Settlement Agreement, and consistent with its terms, Analytics,
20 as Settlement Administrator, will obtain the Settlement Class List from Defendant, disseminate
21 Court-approved notice by mail and e-mail, and establish and maintain a Settlement Website. The
22 website will host the Long Form Notice, Claim Form, Settlement Agreement, Preliminary
23 Approval Order, and other relevant case documents, and will also provide for secure online claim
24 submission. Analytics will also maintain a toll-free telephone line and a dedicated e-mail address
25 to respond to inquiries from Settlement Class Members.

26 23. In administering the claims process, Analytics will receive and review claims
27 submitted online or by mail. Claims will be processed for Ordinary Losses, Lost Time,

1 Extraordinary Losses, Alternative Cash Payments, and Credit Monitoring, consistent with the
2 Settlement Agreement. Analytics will notify claimants of any deficiencies and provide an
3 opportunity to cure, and will also administer appeals where applicable. It will ensure that payments
4 for Ordinary Losses, Lost Time, and Extraordinary Losses do not exceed the aggregate cap,
5 applying pro rata reductions if necessary.

6 24. Analytics will track and report all Requests for Exclusion and objections, providing
7 this information to the Parties and to the Court. Once claims review is complete, Analytics will
8 prepare an accounting of all Approved Claims, transmit funding instructions to Defendant, and
9 issue payments by check or electronic transfer.

10 25. Finally, Analytics will provide periodic reports to Settlement Class Counsel and
11 Defendant’s Counsel regarding notice, claims, opt-outs, and objections. Prior to the Final Approval
12 Hearing, Analytics will submit an affidavit to the Court attesting to compliance with the Notice
13 Plan, identifying all opt-outs, and confirming that administration has been carried out in
14 accordance with the Settlement Agreement.

15 **FAIRNESS OF THE SETTLEMENT**

16 26. The Settlement was the product of extensive arm’s-length negotiations facilitated
17 by an experienced neutral mediator, with the Parties fully informed through informal discovery.

18 27. Plaintiff faced significant risks prevailing on the merits, proving causation,
19 certifying a litigation class, and surviving trial and appeal.

20 28. A settlement today avoids years of expensive, uncertain litigation and provides
21 timely, meaningful relief to the Class.

22 29. The monetary relief—up to \$120,000 in aggregate—was not discounted for
23 settlement purposes and exceeds the potential “cash value” of claims if tried. The Settlement also
24 provides non-monetary benefits, including three years of credit monitoring and injunctive relief.

25 30. Compared to analogous data breach settlements, which often provide less monetary
26 relief or shorter credit monitoring periods, this Settlement is favorable.

1 38. My litigation experience includes significant involvement in complex class action
2 matters, including but not limited to: *Pietras v. Sentry*, 513 F. Supp. 2d 983 (N.D. Ill. 2007);
3 *Hernandez v. Midland Credit Mgmt.*, 2007 U.S. Dist. LEXIS 16054 (N.D. Ill. 2007); *Balogun v.*
4 *Midland Credit Mgmt.*, 2007 U.S. Dist. LEXIS 74845 (S.D. Ind. 2007); *Herkert v. MRC*
5 *Receivables Corp.*, 254 F.R.D. 344 (N.D. Ill. 2008) (appointed class counsel); *Miller v. Midland*
6 *Credit Mgmt.*, 2009 U.S. Dist. LEXIS 18518 (N.D. Ill. 2009); *American Family Mutual Ins. Co.*
7 *v. CMA Mortgage, Inc.*, 2008 U.S. Dist. LEXIS 30233 (S.D. Ind. 2008); *Walker v. Calusa*
8 *Investments, LLC*, 244 F.R.D. 502 (S.D. Ind. 2007); *Frydman v. Portfolio Recovery Associates,*
9 *LLC*, 2011 U.S. Dist. LEXIS 69502 (N.D. Ill. 2011); *Webb v. Midland Credit Mgmt.*, 2012 U.S.
10 Dist. LEXIS 80006 (N.D. Ill. May 31, 2012); *Moore v. Stellar Recovery, Inc.*, No. 13 C 2294, 2014
11 U.S. Dist. LEXIS 95690, at *8 (N.D. Ill. July 14, 2014) (appointed class counsel); *Tabiti v. LVNV*
12 *Funding, LLC*, 2017 U.S. Dist. LEXIS 5932 (N.D. Ill. Jan. 17, 2017) reconsideration denied, 2017
13 U.S. Dist. LEXIS 238583 (N.D. Ill., May 16, 2017) (appointed class counsel); *Wheeler v. Midland*
14 *Funding LLC*, No. 15 C 11152, 2018 U.S. Dist. LEXIS 68952, at *11 (N.D. Ill. Apr. 24, 2018)
15 (appointed class counsel); *Wheeler v. Midland Funding LLC*, 2020 U.S. Dist. LEXIS 52409 (N.D.
16 Ill. July 31, 2017); *Magee v. Portfolio Recovery Assocs.*, 2016 U.S. Dist. LEXIS 61389 (N.D. Ill.
17 May 9, 2016), reconsideration denied, 2016 U.S. Dist. LEXIS 123573 (N.D. Ill. Sept. 13, 2016);
18 *Mitchell v. LVNV Funding, LLC*, No. 2:12-CV-523-TLS, 2020 U.S. Dist. LEXIS 64591, at *7
19 (N.D. Ind. Apr. 13, 2020); *Hollins v. Church Church Hittle + Antrim*, No. 2:20-CV-304 JD, 2024
20 U.S. Dist. LEXIS 82920, at *10-11 (N.D. Ind. May 3, 2024)(appointed class counsel).

21 39. I have also been appointed Class or Lead Counsel in a number of data breach cases,
22 including: *Sauray v. Arden Claims Services, LLC*, No. 609033/2024 (N.Y. Sup. Ct., Nassau
23 Cnty.) (appointed Lead Counsel on Jan. 16, 2025, Doc. No. 45); *Coniglio v. CareNet Medical*
24 *Group, P.C.*, Index No. 2024-1351 (N.Y. Sup. Ct., Schenectady Cnty.) (appointed Class Counsel
25 on Feb. 5, 2025, Doc. No. 22; again appointed on June 25, 2025, Doc. No. 38); *Plowman v. Ty*
26 *Inc.*, Case No. 2024 CH 205 (Ill. Cir. Ct., DuPage Cnty.) (appointed Class Counsel on Feb. 3,
27

2025); *Bauer v. Evergreen Treatment Center*, Case No. 23-2-10174-0 SEA (Wash. Super. Ct., King Cnty.) (appointed Class Counsel on Sept. 23, 2024); and *Gonzales v. DP Brokerage, Inc.*, Case No. 2023-CA-008754 (Fla. Cir. Ct., Miami-Dade Cnty.) (appointed Class Counsel on Apr. 3, 2025).

40. My proven track record of success in complex litigation, my leadership in national class actions, and my subject-matter expertise in data breach and privacy law make me well-qualified to serve as Class Counsel in this matter.

41. In addition, Strauss Borrelli PLLC and its attorneys have been appointed Class or Lead Counsel in numerous recent data breach cases across the country, including:

Case Name	Case No.	Court
In re: Netgain Technology, LLC Consumer Data Breach Litigation	0:21-cv-01210	D. Minnesota
Dusterhoff, et al. v. OneTouchPoint Corp.	2:22-cv-00882	E.D. Wisconsin
In re Lincare Holdings Inc. Data Breach Litigation	8:22-cv-01472	M.D. Florida
Forslund v. R.R. Donnelley & Sons Company	1:22-cv-04260	N.D. Illinois
Medina v. PracticeMax Incorporated	2:22-cv-0126	D. Arizona
In re C.R. England, Inc. Data Breach Litigation	2:22-cv-00374	D. Utah
Doe, et al. v. Knox College, Inc.	4:23-cv-04012	C.D. Illinois
In re OakBend Medical Center Data Breach Litigation	4:22-cv-03740	S.D. Texas
In re ABC Legal Services Data Security Litigation	2:24-cv-02092	W.D. Washington
In re Fortive Data Security Litigation	2:24-cv-01668	W.D. Washington
Brown et al. v. Alabama Cardiology Group, P.C.	01-CV-2024-903135	Circuit Court of Jefferson County, Alabama
Clark III et al. v. Avfuel Corporation	2:24-cv-12274	E.D. Michigan
In CDK Global Data Security Breach Litigation	1:24-cv-05221	N.D. Illinois
Morales et al. v. Conifer Revenue Cycle Solutions LLC et al.	2:23-CV-01987	C.D. California
Francisco et al. v. Diligent Acquisitions, LLC et al.	4:24-cv-04468	S.D. Texas
Gorder et al. v. FCDG Management, LLC	2024CV002164	Circuit Court of Dane County, Wisconsin
Maciejczyk et al. v. First Commonwealth Federal Credit Union	2024-C-2592	Court of Common Pleas of Lehigh

		County, Pennsylvania
1		
2	In re Fraser Child and Family Center	27-CV-24-12401
3		Hennepin County, Minnesota District Court
4	In re Fred Hutchinson Cancer Center Data Breach Litigation	23-2-24266-1
5		Superior Court for the State of Washington, King County
6	In re Greylock McKinnon Associates Data Security Incident Litigation	1:24-CV-10797
7	Tausinga et al. v. Hankins & Sohn Plastic Surgery Associates et al.	2:23-cv-00824
8		D. Nevada
9	Ellis et al. v. Hub International Limited	1:23-cv-06137
10	Redman et al. v. Illinois Bone & Joint Institute, LLC	2024CH08333
11		N.D. Illinois
12	In re Kemper Sports Management Data Breach Litigation	1:24-cv-08503
13		Circuit Court of Cook County, Illinois
14	In re Lighthouse Electric Company Data Breach Litigation	2:25-cv-00362
15		N.D. Illinois
16	Hulewat et al. v. Medical Management Resource Group, LLC, et al.	2:24-cv-00377
17		D. Arizona
18	In re MNGI Digestive Health, PA	27-CV-24-10788
19		Hennepin County, Minnesota District Court
20	In re Mondelez Data Breach Litigation	1:23-cv-03999
21	Dean et al. v. New York Blood Center, Inc., et al.	1:25-cv-01095
22		N.D. Illinois
23	In re Proliance Surgeons Data Breach Litigation	23-2-23579-7
24		S.D. New York
25	In re SRP Federal Credit Union Data Incident Litigation	1:24-cv-07476
26		Superior Court for the State of Washington for King County
27	In re Stanley Steemer International Data Breach Litigation	2:23-cv-03932
28		D. South Carolina
	Covey et al. v. Texas Retina Associates	DC-24-09642
		District Court of Dallas County, Texas
	In re Thompson Coburn Data Security Litigation	4:24-cv-1509
		E.D. Missouri

42. This record demonstrates Strauss Borrelli's established expertise and leadership in complex data breach litigation nationwide

1 fraudulent charges or out-of-pocket costs. Thus, the potential “cash value” of these claims at trial
2 could be minimal. For example, even if every single Class Member suffered a fraudulent charge
3 of \$100.00, the “cash value” of these claims would be \$63,100.00. However, the Settlement
4 provides monetary relief up to \$120,000.00. In other words, the “cash value” of these claims was
5 not “discounted for settlement purposes.”

6 52. Simply put, this Settlement provides substantial monetary and non-monetary
7 relief—that meets, and even exceeds, the relief obtained in analogous data breach settlements. The
8 fourth *Kullar* factor supports approval.

9 53. Class Counsel engaged in substantial pre-suit discovery about the Data Breach and
10 the specific injuries suffered by Plaintiff. Moreover, prior to mediation with the Honorable Ronald
11 B. Leighton (Ret.), the Parties exchanged mediation statements and informal discovery—
12 including, *inter alia*, information about the scope of the Data Breach, the size of the Settlement
13 Class, and Defendant’s response to the Data Breach. This exchange of information enabled the
14 Parties to better evaluate the strengths and weaknesses of the underlying claims and defenses.
15 Thus, the “extent of discovery” was sufficient to ensure that the Settlement was the product of
16 well-informed negotiations. The fifth *Kullar* factor supports approval.

17 54. Cassandra P. Miller of Strauss Borrelli PLLC is currently litigating over one
18 hundred data breach cases in courts around the country as lead counsel or co-counsel on behalf of
19 millions of data breach victims. Based on this experience, Class Counsel believes that preliminary
20 approval is proper given the substantial relief secured by the Settlement. Thus, the sixth *Kullar*
21 factor supports approval.

22 55. There is no “governmental participant” in this case. The seventh *Kullar* factor
23 supports approval.

24 56. Settlement Class Members have not received Notice of the Settlement—and thus,
25 they have not had an opportunity to voice their support (or lack thereof) to the Settlement. Thus,
26 the eighth *Kullar* factor is inapplicable.

1 DATE: August 25, 2025

Respectfully submitted,

2 By: /s/ Cassandra P. Miller

3 Cassandra P. Miller (*Pro Hac Vice*)

4 Andrew G. Gunem (SBN 354042)

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10 *Attorney for Plaintiff and the Settlement Class*

— EXHIBIT 1 —

SETTLEMENT AGREEMENT AND RELEASE

Raj Kumar Singh Parihar v. MIPS Holding, Inc., Case No. 24CV448267 (Santa Clara County, CA)

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Raj Kumar Singh Parihar (“Plaintiff”), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 25), and MIPS Holding, Inc., (“MIPS” or “Defendant”) (collectively the “Parties”), in the action *Raj Kumar Singh Parihar v. MIPS Holding, Inc.*, (Court Docket No. 24CV448267) filed on or about September 26, 2024, in the Superior Court of California, County of Santa Clara (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined in Paragraph 28), upon and subject to the terms and conditions below.

RECITALS

WHEREAS, on September 26, 2024, Plaintiff filed a Complaint against Defendant in the Superior Court of California, County of Santa Clara, related to a June 26, 2024 cybersecurity incident (the “Data Security Incident”) affecting Defendant;

WHEREAS, Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiff and Settlement Class Members in any way;

WHEREAS, the Parties exchanged informal discovery and engaged in extensive arm’s length negotiations for several months, culminating in a mediation on April 24, 2025, which resulted in an agreement between the parties on the essential terms of a settlement; and

WHEREAS, this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. “Approved Claim” means the complete and timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

2. “Alternative Cash Payment” means the cash payment of \$75.00 that Settlement Members can claim as set forth in Paragraph 43(d). The Alternative Cash Payment is made to Participating Settlement Class Members in lieu of claims for ordinary losses, lost time, extraordinary losses and credit monitoring.

3. “Data Security Incident” means the cybersecurity incident that Defendant learned it had experienced on or around June 26, 2024, in which unauthorized third parties had accessed its network and certain files and folders.

4. “Defendant’s Counsel” means Paulyne Gardner of Mullen Coughlin LLC.

5. “Claim Form” means the form(s) Participating Settlement Class Members must submit to be eligible for Ordinary Losses, Extraordinary Losses, Credit Monitoring Services, Lost Time Reimbursement, or the Alternative Cash Payment claims under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.

6. “Claims Deadline” means the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to the Settlement Website to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

7. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

8. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 46.

9. “Court” means the Superior Court of California, County of Santa Clara in Santa Clara, California.

10. “Credit Monitoring Services” means the credit monitoring services described in Paragraph 42, which includes three (3) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

11. “Effective Date” means ten business days after all of the following conditions have occurred: (i) the Court enters the Preliminary Approval Order substantially in the form attached hereto as **Exhibit D**; (ii) the Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement; and (iii) either (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; or (b)

if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; and (iv) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys' fees, costs, and expenses or Service Award to a Class Representative shall not affect the "Effective Date" or any other aspect of the Final Approval Order and Judgment.

12. "Extraordinary Losses" means monetary losses that meet the following conditions: (i) is an actual, documented and unreimbursed monetary loss arising from identity theft, fraud, or similar misuse, supported by third-party documentation; (ii) that was more likely than not caused by the Data Security Incident; (iii) that occurred between June 26, 2024, and the Claims Deadline; (iv) that is not already covered by the Ordinary Loss or Lost Time categories; and (v) that the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for the loss, including but not limited to, exhaustion of all of the Settlement Class Member's available credit monitoring insurance and identity theft insurance. The maximum amount any one Settlement Class Member may recover for extraordinary losses is \$3,000.00.

13. "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys' fees, costs, and litigation expenses in connection with this Action.

14. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment to be approving the Settlement Agreement, approving the Fee Award and Expenses, and approving a Service Awards to the Class Representatives

15. "Final Approval Order and Judgment" means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the California Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

16. "Litigation Costs and Expenses" means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

17. "Lost Time" means time Settlement Class Members actually spent responding to issues raised by the Data Security Incident, including monitoring financial or other accounts, researching the Data Security Incident, researching credit monitoring options, communicating with financial or other institutions, or otherwise dealing with issues related to the Security Incident, up to a maximum of four (4) hours at \$20.00 per hour, supported by an attestation that the activities were related to the Security Incident and identifying how the time was spent, made under penalty of perjury, as set forth in Paragraph 43.

18. “Notice” means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto as **Exhibit A** (“Short Form Notices”) and **Exhibit B** (“Long Form Notice”)

19. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

20. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

21. “Objection Deadline” is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be sixty (60) days after the Notice Deadline, or other such date as ordered by the Court.

22. “Opt Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

23. “Opt-Out Deadline” is the last day on which a Settlement Class Member may postmark a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

24. “Ordinary Losses” means unreimbursed, third-party documented expenses and fees actually incurred or spent between June 26, 2024, and the Claims Period Deadline, as a result of the Data Security Incident or mitigating the effects of the Data Security Incident, including without limitations and by way of example, out-of-pocket expenses incurred, fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Security Incident. The maximum amount any one Settlement Class Member may recover for ordinary losses is \$500.00, made under penalty of perjury.

25. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 55.

26. “Personal Information” includes, but is not limited to, first name or first initial and last name, and Social Security number. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any

statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

27. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the California Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

28. “Released Claims” means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Security Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

29. “Released Parties” means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s and these entities’ respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

30. “Releasing Parties” and a “Releasing Party” shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representative and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

31. “Request for Exclusion” means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 55.

32. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of his role in this Action as set forth in Paragraph 68.

33. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

34. “Settlement Administrator” means Analytics LLC, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel, Defendant and Defendant’s Counsel, to administer the settlement.

35. “Settlement Class” means all individuals residing in the United States whose Personal Information was compromised in the Data Security Incident experienced by MIPS, including all those who received notice of the Data Security Incident. Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

36. “Settlement Class Counsel” means Cassandra P. Miller of Strauss Borrelli PLLC.

37. “Settlement Class List” means the list of the names and current or last known email and/or mailing address information for Settlement Class Members Defendant used to inform individuals of the Data Security Incident, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

38. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

39. “Settlement Class Representative” means Raj Kumar Singh Parihar.

40. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 45.

41. “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 53.

II. SETTLEMENT BENEFITS AND REIMBURSEMENT

42. **Credit Monitoring Services.** Participating Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services provided through IDX which will include three (3) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

43. **Cash Benefits.** Defendant will pay Approved Claims for Ordinary Losses, Extraordinary Losses, and/or Lost Time Reimbursement, or, in the alternative, Alternative Cash Payments, as described below up to an aggregate cap of One-Hundred and Twenty Thousand Dollars and Zero Cents (\$120,000.00). In the unlikely event that the total Settlement benefits claimed in Paragraph 43 exceed \$120,000.00, such Approved Claims will be decreased *pro rata* to stay within the maximum \$120,000 cap. Participating Settlement Class Members who submit a valid and timely Claim Form may choose from all applicable claim categories (a) through (c) below or, in the alternative, choose an Alternative Cash Payment.

- a. **Claims for Compensation of Ordinary Losses** up to a total of \$500.00 per Participating Settlement Class Member upon submission of a valid documented claim and supporting third-party documentation for each item of expenditure claimed. Ordinary Losses would include, without limitation and by way of example:
 - i. *Out of pocket expenses actually incurred* as a result of the Data Security Incident, including, without limitation, and by way of example, unreimbursed losses relating to fraud or identity theft; lost time; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Security Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
 - ii. Fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Security Incident;
- b. **Claims for Reimbursement for Lost Time** up to 4 hours at a rate of \$20.00 per hour (for a total of \$80.00) per Participating Settlement Class Member for time actually spent responding to issues raised by the Data Security Incident if at least one full hour was spent dealing with the Data Security Incident. Participating Class Members must submit a valid claim form identifying the activities engaged in and the time spent on each such activity and provide attestation, under penalty of perjury, on the Claim Form that the activities they performed were related to the Security Incident. Claims for Lost Time are subject to the \$500.00 cap for Ordinary Losses.
- c. **Claims for Extraordinary Losses** up to a total of \$3,000.00 per Participating Settlement Class Member who was the victim of actual fraud or identity theft in compensation on submission of a valid and timely claim form for monetary losses with third party documentation that meets the following conditions:
 - i. The loss is an actual, documented, and unreimbursed monetary loss stemming from fraud, identity theft, or misuse;
 - ii. The loss from fraud, identity theft, or misuse was more likely than not caused by the Data Security Incident;

- iii. The loss was incurred after June 26, 2024 and before the Claims Period Deadline;
 - iv. The loss is not already covered by the Ordinary Loss or Lost Time categories; and
 - v. The Participating Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.
- d. **Alternative Cash Payment.** Participating Settlement Class Members may claim an Alternative Cash Payment of \$75.00 per Settlement Class Member in lieu of claims for Credit Monitoring, Ordinary Losses, Lost Time, and Extraordinary Losses. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Ordinary Losses, Lost Time, or Extraordinary Losses nor can they receive Credit Monitoring. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.

44. **Business Practice Commitments.** Defendant will provide a confidential declaration to Settlement Class Counsel and, if requested, to the Court for *in camera* review, describing its information security improvements since the Data Security Incident and an estimate of the cost of those improvements. The cost of such enhancements will be paid by Defendant separate and apart from all other settlement benefits.

III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

45. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

46. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, Alternative Cash Payment, or Credit Monitoring Services are valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.

- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Paragraph 43 above,
- d. The Settlement Administrator will determine to what extent documentation for Ordinary Losses and Extraordinary Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Security Incident.
- e. In determining whether claimed Ordinary Losses and Extraordinary Losses are more likely than not caused by the Security Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after June 26, 2024; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Security Incident; (iii) the explanation of the Participating Settlement Class Member as to why the alleged loss was caused by the Security Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- f. The Settlement Administrator is authorized to contact any Participating Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- g. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- h. To the extent the Settlement Administrator determines that a timely claim for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Participating Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Participating Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- i. If a Participating Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Participating Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation

regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

47. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, Credit Monitoring Services, or the Alternative Cash Payment and also provide funding instructions to Defendant. Within forty-five (45) days of receiving this accounting, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Ordinary Losses, Extraordinary Losses, Lost Time Reimbursement, or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 47.a.
- c. All Participating Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

48. Timing. Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

49. Returned Checks. For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

50. **Voided Checks.** In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

IV. SETTLEMENT CLASS NOTICE

51. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

52. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

53. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

54. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraphs 42–44.

V. OPT-OUTS AND OBJECTIONS

55. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Participating Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 55, above, shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

56. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys’ fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member’s full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the

objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Security Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

57. Duties of Settlement Administrator. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion,

objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;

- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

58. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representative as the representative for the Settlement Class.

59. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

60. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit E**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

61. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendant.

VIII. MODIFICATION AND TERMINATION

62. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement.

63. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within fourteen (14) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

64. **Effect of Termination.** In the event of a termination as provided in Paragraph 63, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

IX. RELEASES

65. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

66. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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.

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may 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 or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

67. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

68. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Participating Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

X. SERVICE AWARD PAYMENTS

69. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representative in recognition for his contributions to this Action. Defendant agrees not to oppose Settlement Class Counsel's request for a service award not to exceed Three Thousand Dollars and Zero Cents (\$3,000.00). To the extent more than \$3,000.00 in service awards is sought for the Settlement Class Representative, Defendant reserves all rights to object and oppose such a request. Prior to the disbursement or payment of the Service Award Payment, Settlement Class Representative shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved service award to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service award. Defendant's obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

70. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgement, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XI. ATTORNEYS' FEES, COSTS, EXPENSES

71. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for Fee Award and Costs, as well as the Service Award, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for Fee Award and Costs not to exceed a total of \$100,000 (Ninety-Five Thousand Dollars (\$95,000.00) for attorney's fees and Five Thousand (\$5000.00) for Court approved costs). If Settlement Class Counsel seeks a Fee Award and Costs of more than \$100,000.00 as allocated above, Defendant reserves all rights to object and oppose such request. Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided

through secure processes. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

72. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of the Fee Award and Costs approved and awarded by the Court or any appeal thereof. The amount and timing of the Fee Award and Costs are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of the Fee Award and Costs shall constitute grounds for termination of this Agreement.

XII. NO ADMISSION OF LIABILITY

73. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

74. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

XIII. MISCELLANEOUS

75. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

76. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that,

subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

77. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

78. **Other Litigation.** Plaintiff and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Action.

79. **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.

80. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiff and Defendant.

81. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

82. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

83. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

84. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

85. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

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

87. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to choice of law principles.

88. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

89. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Cassandra P. Miller
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611
cmiller@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by email to:

Paulyne Gardner
MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
pgardner@mullen.law

The notice recipients and addresses designated above may be changed by written notice to the other Party.

90. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

SIGNATURES

Raj Kumar Singh Parihar

By:  _____

Date: 07 / 03 / 2025

MIPS Holding, Inc.

By: _____

Date: _____

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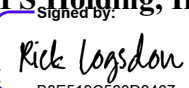
SIGNATURES

Raj Kumar Singh Parihar

By: _____

Date: _____

MIPS Holding, Inc.

By:  _____
signed by: 88E519C566D8467...

Date: 7/16/2025

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: 
Cassandra P. Miller

Date: July 3, 2025

Counsel for Defendant

By: _____
Paulyne Gardner

Date: _____

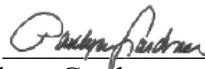
Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: _____
Cassandra P. Miller

Date: _____

Counsel for Defendant

By:  _____
Paulyne Gardner

Date: 07/22/2025

EXHIBIT A

**A proposed Settlement has been reached in a class action lawsuit known as
Raj Kumar Singh Parihar v. MIPS Holding, Inc., No. 24CV448267 (“Lawsuit”), filed in the
Superior Court of California, County of Santa Clara**

What is this about? The Lawsuit alleges that in June 2024, MIPS Holding, Inc. (“MIPS”) was the victim of a data security incident impacting its computer systems and potentially impacting the Personal Information of certain current and former employees. MIPS maintains that it had meritorious defenses, and it was prepared to vigorously defend the Lawsuit. The settlement is not an admission of wrongdoing or an indication that MIPS has violated any laws, but rather the resolution of disputed claims.

Who is a Settlement Class Member? You are a Settlement Class Member (unless you fall within the category of individuals excluded from the Settlement Class) if the Claims Administrator has identified you as an individual residing in the United States whose Personal Information was potentially compromised in the Data Security Incident experienced by MIPS which began on or about June 26, 2023, including all those who received notice of the Data Security Incident.

What are the benefits? The Settlement provides the following benefits to Settlement Class Members who do not exclude themselves:

- **Credit Monitoring:** Three-years of credit monitoring and identity theft protection through IDX upon submission of a valid Claim Form. IDX Identity Protection Services provides single-bureau credit monitoring, dark web monitoring, \$1,000,000 in reimbursement insurance, and fully managed identity recovery and lost wallet assistance.
- **Documented Ordinary Loss Expense Reimbursement:** Up to \$500 for unreimbursed out-of-pocket expenses and fees for credit reports, credit monitoring, or other identity theft insurance products, with third-party documentation showing the expenses and fees.
- **Lost Time Reimbursement:** Reimbursement for up to four (4) hours of lost time spent responding to issues raised by the Data Security Incident (\$20 per hour), if at least one (1) full hour was spent dealing with the Data Security Incident. Amounts claimed for lost time reimbursement count toward the \$500 cap for ordinary loss expense reimbursement.
- **Documented Extraordinary Loss Reimbursement:** Reimbursement for unreimbursed extraordinary losses, not to exceed \$3,000 per Settlement Class Member, for proven actual monetary losses resulting from actual fraud or identity theft, with third-party documentation showing the losses.
- **Alternative Cash Payment:** In lieu of claims for credit monitoring, ordinary losses, lost time and extraordinary losses, Settlement Class Members may claim an alternative cash payment of \$75.00.
- **Note:** Documented Ordinary Loss Expense Reimbursement, Lost Time Reimbursement, Documented Extraordinary Loss Reimbursement and Alternative Cash Payments are subject to a maximum aggregate cap of \$120,000 for all Settlement Class Members combined.
- **Remedial Relief:** MIPS has made certain security changes in response to the Data Security Incident and the Lawsuit.

To receive monetary benefits from the Settlement, you must file a claim either (1) by mail and postmarked by [INSERT DATE] or (2) online at [INSERT WEBSITE] by [INSERT DATE].

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement

Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at www.scefiling.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 am and 4:00 pm, Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THE SETTLEMENT OR THE CLAIM PROCESS.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Raj Kumar Singh Parihar v. MIPS Holding, Inc.*, Case Number 24-CV-448267), (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to the law firms identified [Strauss Borrelli and Mullen Coughlin] and (d) be filed or postmarked on or before ____, 2025.

If you do nothing, you remain in the Settlement. You give up your rights to sue but you will not get any money. You will still be able to enroll in credit monitoring using the enrollment link and code above.

You can opt out of the Settlement and keep your right to sue about the claims in this Lawsuit, but you will not get any money or credit monitoring from the Settlement. You must exclude yourself by [INSERT DATE].

EXHIBIT B

Superior Court of California, County of Santa Clara

If MIPS Holding, Inc. notified you of a data breach, you may be eligible for benefits from a class action settlement.

A court authorized this notice. This is not a solicitation from a lawyer, junk mail, or an advertisement. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service website at www.scefiling.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 am and 4:00 pm, Monday through Friday, excluding Court holidays and closures.

- This Notice concerns a case called *Raj Kumar Singh Parihar, on behalf of himself and all others similarly situated v. MIPS Holding, Inc.*, No. 24CV448267.
- A settlement will provide up to \$120,000 to pay claims from individuals whose Personal Information was potentially compromised in the Data Security Incident experienced by MIPS that began on or about June 26, 2024. Additionally, the settlement also provides eligible Settlement Class Members with three years of credit monitoring and identity theft protection with \$1 million in insurance.
- Court-appointed lawyers for Settlement Class Members will ask the Court for up to \$100,000 as fees and expenses for investigating the facts, litigating the case, and negotiating the settlement.
- If you are a Settlement Class Member, you can file a Claim Form for the following Settlement Class Member Benefits:
 - **Credit Monitoring**: You may submit a Claim Form to receive three years of credit monitoring and identity theft protection, including \$1 million in insurance.
 - **Documented Loss Cash Payment**: You may submit a Claim Form with documentation of losses related to the Data Incident, for up to \$500 per Settlement Class Member.
 - **Lost Time Reimbursement**: You may request up to four hours of lost time spent dealing with the Data Incident (at \$20/hour, up to \$80). This amount counts toward the \$500 cap for documented loss reimbursement.
 - **Extraordinary Loss Reimbursement**: You may submit a Claim Form for up to \$3,000 in unreimbursed, documented extraordinary losses due to fraud or identity theft likely caused by the Data Incident. The loss must be proven, not covered by ordinary loss claims, occurred between June 6, 2024, and [close of Claims Period Date], 2025, and you must show you tried to recover the loss through other means.
 - **Alternative Cash Payment**: You may claim an Alternative Cash Payment of \$75.00 in lieu of claims for Credit Monitoring, Ordinary Losses, Lost Time, and Extraordinary Losses. If you claim the Alternative Cash Payment, you cannot also receive compensation for Credit Monitoring, Ordinary Losses, Lost Time, or Extraordinary Losses. No documentation is required to make a claim.

- Your Cash Payment may be subject to a pro rata (a legal term meaning equal share) adjustment depending upon the total value of the Valid Claims submitted.
- Your legal rights are affected whether you act, or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

Submit a Claim	<p>The only way to get a payment.</p> <p>Claim Forms must be submitted online by , 2025 or, if mailed, postmarked no later than , 2025.</p>
Do Nothing	<p>If you do nothing, you remain in the Settlement.</p> <p>You give up your rights to sue and you will not get any money. You will still be able to enroll in credit monitoring using the enrollment link and code contained within the notice mailed to you.</p>
Exclude Yourself	<p>Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against the Released Parties about the legal Released Claims that are released by the Settlement in this lawsuit.</p> <p>Your request to exclude yourself must be postmarked no later than , 2025.</p>
File an Objection	<p>Stay in the Settlement but tell the Court why you think the Settlement should not be approved. You will still be bound by the Settlement if the Court approves it.</p> <p>Objections must be postmarked no later than , 2025.</p>
Go to a Hearing	<p>You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details.</p> <p>The Final Approval Hearing is scheduled for , 2025 at [time] in Courtroom [#], Santa Clara County Courthouse, Downtown Superior Court, 191 N. First Street, San Jose, CA 95113.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must decide whether to approve the Settlement and the requested attorneys' fees, costs, and Service Awards. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement.

WHAT THIS NOTICE CONTAINS

Basic Information

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

The Settlement Benefits

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7. How to submit a Claim?
8. What am I giving up as part of the Settlement?
9. Will the Class Representatives receive compensation?

Exclude Yourself

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10. How do I exclude myself from the Settlement?
11. If I do not exclude myself, can I sue later?
12. What happens if I do nothing at all?

The Lawyers Representing You

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

Objecting to the Settlement

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15. How do I tell the Court that I do not like the Settlement?
16. What is the difference between objecting and asking to be excluded?

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

Do Nothing

Page 8

20. What happens if I do nothing?

Get More Information

Page 8

21. How do I get more information about the Settlement?

BASIC INFORMATION

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

You are a Settlement Class Member (unless you are one of the individuals who the next paragraph says are excluded from the Settlement Class) if the Claims Administrator identified you as being among those individuals residing in the United States whose Personal Information was compromised in the Data Security Incident experienced by MIPS Holding, Inc. which began on or around June 26, 2024, including all those who received notice of the Data Security Incident.

The Settlement Class specifically excludes: (i) MIPS; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction in a Final verdict to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge.

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Raj Kumar Singh Parihar, on behalf of himself and all others similarly situated v. MIPS Holding, Inc.*, No. 24CV448267 pending in the Superior Court of California for the County of Santa Clara. The persons who sued is called the “Plaintiff,” and the company he sued, MIPS Holding, Inc., is known as the “Defendant” in this case.

Plaintiff filed the Lawsuit against Defendant, on behalf of himself and anyone whose Personal Information was potentially impacted as a result of the Data Security Incident.

On or around June 26, 2023, MIPS became aware of suspicious activity occurring within its network. MIPS immediately began an investigation, with the assistance of third-party cybersecurity specialists, to determine the scope of the event, contain the event, and ensure its systems were safe. Through its investigation, MIPS determined that there was unauthorized access to its network and certain files and folders were viewed and/or acquired by an unknown actor on June 26, 2024. A review of the files and folders was undertaken to determine the types of data potentially impacted and the individuals to whom statutory notice was required. The potentially affected information varied by individual, but included some or all of the following: name, date of birth, and Social Security number (“Personal Information”). Notice was mailed to potentially impacted individuals on or after September 18, 2024. This Lawsuit was subsequently filed asserting claims against Defendant relating to this Data Security Incident.

Defendant denies any wrongdoing.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Class Representative, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court did not decide in favor

Questions? Go to www.DOMAIN.com or call 1-XXX-XXX-XXXX

of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at www.com.

4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

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

You are included in the Settlement if the Claims Administrator identified you as being among those individuals residing in the United States whose Personal Information was compromised in the Data Security Incident experienced by MIPS which began on or around June 26, 2024, including all those who received notice of the Data Security Incident. Some limited exclusions apply and can be found in the Settlement Agreement available at [\[insert website\]](#) and in Section 1 above. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit www.com, call toll-free at [\[insert Settlement Admin phone number\]](#), or write to [MIPS Claims Administrator, \[insert Settlement Admin address\]](#).

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

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

Credit Monitoring: All Settlement Class Members will be eligible to claim 36-months free credit monitoring services through IDX upon submission of a valid Claim Form. IDX Identity Protection Services provides single-bureau credit monitoring, dark web monitoring, \$1,000,000 in reimbursement insurance, and fully managed identity recovery and lost wallet assistance. If the Settlement is finally approved by the Court, Settlement Class Members who make timely, valid claims for IDX Identity Protect Services will be provided with codes required to activate these services. The Settlement Class Member must activate the service within 180 days from the date that the activation codes are sent. Defendant will pay for the credit monitoring services separate and apart from other settlement benefits.

Documented Ordinary Loss Expense Reimbursement: All Settlement Class Members who, on a timely basis, submit a valid claim using the Claim Form are eligible for the following documented (except lost time, as defined below) ordinary loss expense reimbursement, not to exceed \$500 per Settlement Class Member: unreimbursed documented out-of-pocket expenses that were incurred as a result of the Data Security Incident, which may include: (a) attorneys’ fees, (b) accountants’ fees, (c) fees for credit repair services, (d) costs associated with freezing or unfreezing credit with any credit reporting agency, (e) fees for credit reports, credit monitoring, or other identity theft insurance products purchased between June 26, 2024 to [\[close of Claims Period Date\], 2025](#); and (f) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. To receive reimbursement for any of the above-referenced documented ordinary loss expenses, Settlement Class Members must submit a valid and timely Claim Form signed under penalty of perjury, including necessary supporting third-party documentation, to the Settlement Administrator.

Lost Time Reimbursement: Settlement Class Members are also eligible to receive reimbursement for up

Questions? Go to www.DOMAIN.com or call 1-XXX-XXX-XXXX

to four (4) hours of lost time actually spent responding to issues raised by the Data Security Incident (calculated at the rate of \$20 per hour to a maximum of \$80 per person), if at least one (1) full hour was spent dealing with the Data Security Incident. Settlement Class Members may receive reimbursement for lost time if the Settlement Class Member timely submits a valid Claim Form providing a specific written description of how the time was spent and attests under penalty of perjury that the lost time was spent responding to the Data Security Incident. Claims made for lost time can be combined with reimbursement for documented ordinary loss expense reimbursement and counts toward the \$500 cap for all Settlement Class Members for ordinary loss expense reimbursement.

Documented Extraordinary Loss Reimbursement: Settlement Class Members are also eligible to receive reimbursement for unreimbursed documented extraordinary losses, not to exceed \$3,000 per Settlement Class Member who was the victim of actual fraud or identity theft for proven actual monetary loss upon timely submission of a valid Claim Form signed under penalty of perjury and supporting third-party documentation, provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss arising from the fraud, identity theft or misuse; (ii) the fraud, identity theft or misuse was more likely than not caused by the Data Security Incident; (iii) the loss is not already covered by one or more of the ordinary loss expense reimbursement categories; (iv) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance; and (v) the identity theft occurred between June 6, 2024 and [close of Claims Period Date], 2025. The maximum amount any one Settlement Class Member may recover for documented extraordinary losses is \$3,000.

Alternative Cash Payment: Settlement Class Members may claim an Alternative Cash Payment of \$75.00 in lieu of claims for Credit Monitoring, Ordinary Losses, Lost Time, and Extraordinary Losses. If a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Credit Monitoring, Ordinary Losses, Lost Time, or Extraordinary Losses. To receive this benefit, Settlement Class Members must submit a valid claim form. No documentation is required to make a claim.

Note: Documented Ordinary Loss Expense Reimbursement, Lost Time Reimbursement, Documented Extraordinary Loss Reimbursement, and Alternative Cash Payments are subject to a maximum aggregate cap of \$120,000 for all Settlement Class Members combined. Payments to Settlement Class Members who make a valid claim for these benefits will be reduced on a *pro rata* basis according to the number of claims made if the total exceeds this overall cap.

Remedial Relief: Defendant has made certain security changes in response to the Data Security Incident and the Lawsuit. Defendant's implementation of such ongoing security changes is separate and apart from other settlement benefits.

7. How to submit a claim?

All claims will be reviewed by the Settlement Administrator for completeness and plausibility. You must file a Claim Form to get money from the proposed Settlement. Claim Forms must be submitted online by , 2025 or postmarked no later than , 2025. You can submit an online claim or download a Claim Form at www.com, or you can call the Settlement Administrator toll-free at [insert Settlement Admin Phone Number] for a Claim Form.

Questions? Go to www.DOMAIN.com or call 1-XXX-XXX-XXXX

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

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue MIPS Holding, Inc. and its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant's and these entities' respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns (collectively "Released Parties") regarding the claims in this case.

The Settlement Agreement, which includes all provisions and definitions about settled claims, releases, and Released Parties, is available at www.com.

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, and, if the Settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Class Representative receive compensation?

Yes. The Class Representative will receive a service award of up to \$3,000, to compensate him for his services and efforts in bringing the Lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representative.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written request for exclusion, stating your full name, address, and telephone number. Your request for exclusion must be personally signed by you and contain your original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under power of attorney to act on your behalf with respect to a claim or right, such as those in the Lawsuit). Your request must also clearly manifest your intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

Your written request for exclusion must be postmarked no later than **2025** to:

MIPS Holding Data Breach Settlement
c/o Analytics Consulting LLC
Attn: Exclusions
[Address 1]
[City, State Zip]

Instructions on how to submit a request for exclusion are available at www.com or from the Claims Administrator by calling [insert Claims Admin phone number].

Questions? Go to www.DOMAIN.com or call 1-XXX-XXX-XXXX

If you exclude yourself, you will not be able to receive any cash benefit or credit monitoring from the Settlement, and you cannot object to the Settlement at the Final Approval Hearing. You will not be legally bound by anything that happens in the Lawsuit, and you will keep your right to sue Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

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

12. What happens if I do nothing at all?

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

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed STRAUSS BORRELLI, PLLC (called “Settlement Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Settlement Class Counsel will apply to the Court for an award of \$95,000 for attorneys’ fees and \$5,000 for costs and expenses for a combined amount not to exceed \$100,000. A copy of Class Counsel’s Motion for Attorneys’ Fees, Costs, Expenses, and Service Award for Class Representative will be posted on the Settlement Website, www.com, before the Final Approval Hearing. The Court will make the final decisions as to the amounts to be paid to Settlement Class Counsel and may award less than the amount requested by Settlement Class Counsel.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an objection with the Court telling it why you do not think the Settlement should be approved.

Objections must be submitted in writing and include all the following information:

- a) State the objecting Settlement Class Member’s full name, current address, telephone number, and email address (if any);
- b) Contain the objecting Settlement Class Member’s original signature;

Questions? Go to www.DOMAIN.com or call 1-XXX-XXX-XXXX

- c) Set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Security Incident);
- d) Set forth a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable;
- e) Identify all counsel representing the objector;
- f) State whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and;
- g) Contain the signature of the objector’s duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation

Your Objection must be submitted to the Court no later than **2025**, either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in person at the same location;

In addition, you must concurrently mail or hand deliver a copy of your objection to Settlement Class Counsel and Defendant’s Counsel, postmarked no later than **2025**.

SETTLEMENT CLASS COUNSEL	DEFENDANT’S COUNSEL
Cassandra P. Miller STRAUSS BORRELLI, PLLC One Magnificent Mile 980 N. Michigan Ave, Suite 1610 Chicago, IL 60611 Telephone: (872) 263-1100 Facsimile: (872) 263-1109 cmiller@straussborrelli.com	Paulyne A. Gardner MULLEN COUGHLIN LLC 426 W. Lancaster Ave., Suite 200 Devon, PA 19333 Telephone: (267) 930-4770 Facsimile: (267) 930-4771 pgardner@mullen.law

In addition, if the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file with the Court, and mail or hand-deliver to Settlement Class Counsel and Defendant’s Counsel, a notice of appearance no later than **2025**. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the notice of appearance filed with the Court must also:

- a) Identify the attorney(s) representing the objector who will appear at the Final Approval Hearing;
- b) Include each such attorney’s name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated state bar numbers;

Questions? Go to www.DOMAIN.com or call 1-XXX-XXX-XXXX

- c) Include a list identifying all objections each counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney; and
- d) If the objecting Settlement Class Member intends to request permission from the Court to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness's expected testimony at least thirty (30) days before the Final Approval Hearing.

If you do not submit your objection with all requirements, or if your objection is not received by **2025** you will be considered to have waived all Objections and will not be entitled to speak at the Final Approval Hearing.

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

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

THE FINAL APPROVAL HEARING

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing on **2025** at [time] in Courtroom [#], **Santa Clara County Courthouse, Downtown Superior Court, 191 N. First Street, San Jose, CA 95113**. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check **www.com** for updated information.

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

18. Do I have to come to the hearing?

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

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

Questions? Go to www.DOMAIN.com or call 1-XXX-XXX-XXXX

19. May I speak at the hearing?

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

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendants and the Released Parties described in Question No. 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Settlement Class Counsel's Motion for Attorneys' Fees, Costs, Expenses, and Service Award for Class Representative, and more, please visit www.com or call [insert Settlement Admin phone number]. You may also contact the Claims Administrator at MIPS Claims Administrator, [insert Settlement Admin address].

The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at www.scefiling.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures.

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

Questions? Go to www.DOMAIN.com or call 1-XXX-XXX-XXXX

EXHIBIT C

Your claim must be submitted online or postmarked by: **MONTH DD, 2025**

CLAIM FORM FOR MIPS HOLDING, INC.
DATA SECURITY INCIDENT SETTLEMENT

MIPS Data Security Incident

Raj Kumar Singh Parihar v. MIPS Holding, Inc.
Case No. 24CV448267
Superior Court of California, County of Santa Clara

USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO MAKE A CLAIM FOR COMPENSATION FOR UNREIMBURSED LOSSES

GENERAL INSTRUCTIONS

If you received Notice of this Settlement, the Claims Administrator identified you as an individual residing in the United States whose Personal Information was compromised in the Data Security Incident experienced by MIPS Holding, Inc. in June 2024, including all those who received notice of the Data Security Incident.

Please refer to the Settlement Notice (Long Notice) posted on the Settlement Website <<Website>>, for more information on submitting a Claim and for information on the aggregate cap on claims.

To receive any benefits, you must submit the Claim Form below by <<DATE>>.

Credit Monitoring: All Settlement Class Members will be eligible to claim 36-months free credit monitoring services through IDX upon submission of a valid Claim Form. IDX Identity Protection Services provides single-bureau credit monitoring, dark web monitoring, \$1,000,000 in reimbursement insurance, and fully managed identity recovery and lost wallet assistance. If the Settlement is finally approved by the Court, Settlement Class Members who make timely, valid claims for IDX Identity Protect Services will be provided with codes required to activate these services. The Settlement Class Member must activate the service within 180 days from the date that the activation codes are sent. Defendant will pay for the credit monitoring services separate and apart from other settlement benefits.

Documented Ordinary Loss Expense Reimbursement: All Settlement Class Members who, on a timely basis, submit a valid claim using the Claim Form are eligible for the following documented (except lost time, as defined below) ordinary loss expense reimbursement, not to exceed \$500 per Settlement Class Member: unreimbursed third-party documented out-of-pocket expenses that were incurred as a result of the Data Security Incident, which may include: (a) attorneys' fees, (b) accountants' fees, (c) fees for credit repair services, (d) costs associated with freezing or unfreezing credit with any credit reporting agency, (e) fees for credit reports, credit monitoring, or other identity theft insurance products purchased between June 26, 2024 to [close of Claims Period Date], 2025; and (f) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Lost Time Reimbursement: Settlement Class Members are also eligible to receive reimbursement for up to four (4) hours of lost time actually spent responding to issues raised by the Data Security Incident (calculated at the rate of \$20 per hour to a maximum of \$80 per person), if at least one (1) full hour was spent dealing with the Data Security Incident. Settlement Class Members may receive reimbursement for lost time if the Settlement Class Member timely submits a valid Claim Form providing a specific written description of how the time was spent and attests under penalty of perjury that the lost time was spent responding to the Data Security Incident. Claims made for lost time can be combined with reimbursement for documented ordinary loss expense reimbursement and counts toward the \$500 cap for all Settlement Class Members for ordinary loss expense reimbursement.

Documented Extraordinary Loss Reimbursement: Settlement Class Members are also eligible to receive reimbursement for unreimbursed documented extraordinary losses, not to exceed \$3,000 per Settlement Class Member who was the victim of actual fraud or identity theft for proven actual monetary loss upon timely submission of a valid Claim Form signed under penalty of perjury and supporting third-party documentation, provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss arising from fraud, identity theft or misuse; (ii) the fraud, identity theft or misuse was more likely than not caused by the Data Security Incident; (iii) the loss is not already covered by the Ordinary Loss or Lost Time categories; (iv) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your claim must be submitted online or postmarked by: **MONTH DD, 2025**

CLAIM FORM FOR MIPS HOLDING, INC.
DATA SECURITY INCIDENT SETTLEMENT

MIPS Data Security Incident

Raj Kumar Singh Parihar v. MIPS Holding, Inc.
Case No. 24CV448267
Superior Court of California, County of Santa Clara

including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance; and (v) the identity theft occurred between June 26, 2024 and [close of Claims Period Date], 2025. The maximum amount any one Settlement Class Member may recover for documented extraordinary losses is \$3,000.

Alternative Cash Payment: Settlement Class Members may claim an Alternative Cash Payment of \$75.00 in lieu of claims for Credit Monitoring, Ordinary Losses, Lost Time, and Extraordinary Losses. If a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Credit Monitoring, Ordinary Losses, Lost Time, or Extraordinary Losses nor can they receive Credit Monitoring.

Please read the claim form carefully and answer all questions. Failure to provide required information could result in a denial of your claim.

This Claim Form may be submitted electronically via the Settlement Website at **URL** or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

MIPS Data Security Settlement
c/o Claims Administrator
[Address]
[City, State Zip]

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address (optional)

Telephone Number

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your claim must be submitted online or postmarked by: **MONTH DD, 2025**

CLAIM FORM FOR MIPS HOLDING, INC.
DATA SECURITY INCIDENT SETTLEMENT

MIPS Data Security Incident

Raj Kumar Singh Parihar v. MIPS Holding, Inc.
Case No. 24CV448267
Superior Court of California, County of Santa Clara

II. PROOF OF CLASS MEMBERSHIP

Check this box to certify that you were a person to whom MIPS Holding, Inc. mailed notice of the Settlement.

Enter the Notice ID Number and Confirmation Code provided on your Postcard Notice:

Notice ID Number

Confirmation Code

III. IDENTITY THEFT PROTECTION

Check this box if you wish to receive three (3) years of free identity protection and credit monitoring service.

IV. LOST TIME REIMBURSEMENT

Lost Time Reimbursement: Settlement Class Members are also eligible to receive reimbursement for up to four (4) hours of lost time actually spent responding to issues raised by the Data Security Incident (calculated at the rate of \$20 per hour to a maximum of \$80 per person), if at least one (1) full hour was spent dealing with the Data Security Incident. Settlement Class Members may receive reimbursement for lost time if the Settlement Class Member timely submits a valid Claim Form providing a specific written description of how the time was spent and attests under penalty of perjury that the lost time was spent responding to the Data Security Incident. Claims made for lost time can be combined with reimbursement for documented ordinary loss expense reimbursement and counts toward the \$500 cap for all Settlement Class Members for ordinary loss expense reimbursement.

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

I swear under penalty of perjury that, to the best of my knowledge and belief, any claimed lost time was spent related to the Data Security Incident.

*In order to receive this payment, you **must** describe what you did and how the claimed lost time was spent related to the Data Security Incident. Examples of activities could include, but are not limited to, calling bank/credit card customer service lines regarding fraudulent transactions, writing letters or e-mails to banks/credit card companies in order to have fraudulent transactions reversed, time on the internet verifying fraudulent transactions, time on the internet updating automatic payment programs due to new card issuance, calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring, writing letters or e-mails to credit reporting bureaus regarding correction of credit reports, reviewing or monitoring health insurance statements or accounts for fraudulent activity, contacting health insurance providers regarding suspicious or fraudulent transactions, and time spent dealing with a fraudulent change-of-address.*

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your claim must be submitted online or postmarked by: **MONTH DD, 2025**

CLAIM FORM FOR MIPS HOLDING, INC.
DATA SECURITY INCIDENT SETTLEMENT

MIPS Data Security Incident

Raj Kumar Singh Parihar v. MIPS Holding, Inc.
Case No. 24CV448267
Superior Court of California, County of Santa Clara

Provide description(s) here:

V. DOCUMENTED ORDINARY LOSS EXPENSE REIMBURSEMENT

All Settlement Class Members who on a timely basis submit a valid claim using the Claim Form are eligible for the following documented (except lost time, as defined below) ordinary loss expense reimbursement, not to exceed \$500 per Settlement Class Member: unreimbursed third-party documented out-of-pocket expenses that were incurred as a result of the Data Security Incident, which may include: (a) attorneys' fees, (b) accountants' fees, (c) fees for credit repair services, (d) costs associated with freezing or unfreezing credit with any credit reporting agency, (e) fees for credit reports, credit monitoring, or other identity theft insurance products purchased between June 26, 2024 to [close of Claims Period Date], 2025; and (f) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss																		
<input type="radio"/> Out-of-pocket expenses incurred as a result of the Data Security Incident, including bank fees, long distance phone charges (only if charged by the minute), cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel.	<table border="1"><tr><td></td><td></td><td>/</td><td></td><td></td><td>/</td><td></td><td></td></tr></table> <p>(mm/dd/yy)</p>			/			/			\$ <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>.</td><td></td><td></td></tr></table>								.		
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Examples of Supporting Third Party Documentation: Telephone bills, cell phone bills, gas receipts, postage receipts, bank account statements reflecting out-of-pocket expenses. Please note that these examples of reimbursable documented out-of-pocket losses are not meant to be exhaustive, but exemplary. You may make claims for any documented out-of-pocket losses that you believe are reasonably related to the Data Security Incident or to mitigating the effects of the Data Security Incident.																				
<input type="radio"/> Fees for credit reports, credit monitoring, or other identity theft insurance products purchased by you between December 5, 2023 to [close of Claims Period Date], 2025.	<table border="1"><tr><td></td><td></td><td>/</td><td></td><td></td><td>/</td><td></td><td></td></tr></table> <p>(mm/dd/yy)</p>			/			/			\$ <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>.</td><td></td><td></td></tr></table>								.		
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Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your claim must be submitted online or postmarked by: **MONTH DD, 2025**

CLAIM FORM FOR MIPS HOLDING, INC.
DATA SECURITY INCIDENT SETTLEMENT

MIPS Data Security Incident

Raj Kumar Singh Parihar v. MIPS Holding, Inc.
Case No. 24CV448267
Superior Court of California, County of Santa Clara

VIII. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a settlement payment:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

Physical Check - Payment will be mailed to the address provided in Section I. above.

IX. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state and under penalty of perjury that the information I have supplied in this Claim Form is true and correct and that this form was executed on the date set forth below.

Signature

Printed Name

Date

EXHIBIT D

1 experienced by MIPS, including all those who received notice of the
2 Data Security Incident.

3 Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members
4 who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to
5 this case and their staff and family; and (iv) any other person found by a court of competent
6 jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal
7 activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

8 Pursuant to Cal. Rules of Court, rule 3.769; Code of Civil Procedure section 382; the
9 “presumption of fairness” analysis; and the *Kullar* Factors, the Court finds that giving notice is
10 justified. The Court finds that it will likely be able to approve the proposed Settlement as fair,
11 reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement
12 Class for purposes of judgment on the Settlement because it meets all of the requirements of Code
13 of Civil Procedure section 382. Specifically, the Court finds for settlement purposes that: (a) the
14 Settlement Class is ascertainable; (b) the Settlement Class is so numerous that joinder of all
15 Settlement Class Members would be impracticable; (c) the Settlement Class shares a community
16 of interest; (d) there are issues of law and fact that are common to the Settlement Class; (e) the
17 claims of the Class Representative are typical of and arise from the same operative facts and the
18 Class Representative seeks similar relief as the claims of the Settlement Class Members; (f) the
19 Class Representative will fairly and adequately protect the interests of the Settlement Class as the
20 Class Representative has no interests antagonistic to or in conflict with the Settlement Class and
21 has retained experienced and competent counsel to prosecute this Litigation on behalf of the
22 Settlement Class; (g) questions of law or fact common to Settlement Class Members predominate
23 over any questions affecting only individual members; and (h) a class action and class settlement
24 is superior to other methods available for a fair and efficient resolution of this Litigation.

25 2. **Settlement Class Representative and Settlement Class Counsel.** The Court finds
26 that Plaintiff Raj Kumar Singh Parihar will likely satisfy the requirements of California law and
27 should be appointed as the Settlement Class Representative. Additionally, the Court finds Strauss

1 Borrelli PLLC will likely satisfy the requirements of California law and should be appointed as
2 Class Counsel.

3 3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the
4 Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the
5 Settlement Class and accordingly is preliminarily approved. In making this determination, the
6 Court has considered the monetary and non-monetary benefits provided to the Settlement Class
7 through the Settlement, the specific risks faced by the Settlement Class in prevailing on their
8 claims, the good faith, arms' length negotiations between the Parties and absence of any collusion
9 in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement
10 Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable
11 treatment of the Settlement Class Members under the Settlement, and all of the other factors
12 required by California statutory law and relevant case law.

13 4. **Jurisdiction.** The Court has subject matter jurisdiction and personal jurisdiction
14 over the parties before it. Additionally, venue is proper in this County.

15 5. **Final Approval Hearing.** A Final Approval Hearing shall be held on
16 _____ at _____,
17 where the Court will determine, among other things, whether: (a) the Settlement Class should be
18 finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable,
19 and adequate, and finally approved; (c) Settlement Class Members (who have not timely and
20 validly excluded themselves from the Settlement) should be bound by the releases set forth in the
21 Settlement Agreement; (d) the application of Settlement Class Counsel for an award of Attorney
22 Fees, Costs, and Expenses should be approved; and (e) the application of the Settlement Class
23 Representative for a Service Award should be approved.

24 6. **Settlement Administrator.** The Court appoints Analytics, LLC as the Settlement
25 Administrator, with responsibility for class notice and settlement administration. The Settlement
26 Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement
27 Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

1 7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the
2 Notices and Claim Form attached to the Settlement Agreement are hereby approved. Non-material
3 modifications to these Exhibits may be made by the Settlement Administrator in consultation and
4 agreement with the Parties, but without further order of the Court.

5 8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and
6 method of giving Notice to the Settlement Class as described in the Settlement Agreement and its
7 exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably
8 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
9 Action, the terms of the proposed Settlement, and their rights under the proposed Settlement,
10 including, but not limited to, their rights to object to or exclude themselves from the proposed
11 Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and
12 constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons
13 entitled to receive notice; (d) meet all applicable requirements of law; and (e) and meet the
14 requirements of the Due Process Clauses of the United States Constitution and the California
15 Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is
16 written in plain language, uses simple terminology, and is designed to be readily understandable
17 by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice
18 program in conformance with the Settlement Agreement.

19 9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded
20 (i.e., “opt-out”) from the Settlement Class must individually sign and timely submit an
21 opt-out request in the manner provided in the Settlement Agreement. The written request must
22 clearly manifest a person’s intent to be excluded from the Settlement Class, as set forth in the
23 Settlement Agreement, and must be submitted individually, i.e., one request is required for every
24 Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be
25 postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days from the
26 Notice Deadline, and as stated in the Notice. If a Final Approval Order and Judgment is entered,
27 all Persons falling within the definition of the Settlement Class who do not timely and validly
28

1	Objection Deadline	Sixty (60) days after the Notice Deadline
2	Opt-Out Deadline	Sixty (60) days after the Notice Deadline
3	Claims Deadline	Ninety (90) days after the Notice Deadline
4	Class Counsel's Motion for Final Approval	At least fourteen (14) days before the Final
5		Approval Hearing
6		
7	Final Approval Hearing	No earlier than one hundred and twenty (120)
8		days after entry of the Preliminary Approval
9		Order.
10	Compliance Hearing	<i>To be set by the Court</i>
11		Set for _____ at _____
12		

13

14 **IT IS SO ORDERED** on this _____ day of _____, _____.

15

16 _____

17 THE HONORABLE THEODORE C. ZAYNER

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EXHIBIT E

1 Administrator; and (h) set the date for the Final Approval Hearing.

2 5. In the Preliminary Approval Order, the Court preliminary certified the Settlement
3 Class in this matter defined as follows:

4 All individuals residing in the United States whose Personal
5 Information was compromised in the Data Security Incident
6 experienced by MIPS, including all those who received notice of the
7 Data Security Incident.

8 Excluded from the Settlement Classes are: (i) Defendant (ii) all Settlement Class Members who
9 timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this
10 case and their staff and family; and (iv) any other person found by a court of competent jurisdiction
11 to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity
12 occurrence of the Security Incident or who pleads *nolo contendere* to any such charge. The Court
13 finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order,
14 pursuant to Cal. Rules of Court, rule 3.769 and Code of Civil Procedure section 382.

15 6. The Court, having reviewed the terms of the Settlement Agreement submitted by
16 the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that
17 the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

18 7. The terms of the Settlement Agreement are fair, reasonable, and adequate and are
19 hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys,
20 and the Settlement Administrator are hereby directed to consummate the Settlement in accordance
21 with this Final Order and Judgment and the terms of the Settlement Agreement.

22 8. Notice of the Final Approval Hearing, the Motion for Attorney Fees, Costs, and
23 Service Award have been provided to Settlement Class Members as directed by this Court's
24 Orders.

25 9. The Court finds that such Notice as therein ordered, constitutes reasonable notice
26 of the commencement of the action as directed by the Court and meets all applicable requirements
27 of law pursuant to Cal. Rules of Court, rule 3.769 and Code of Civil Procedure section 382 and

1 meets the requirements of the Due Process Clauses of the United States Constitution and the
2 California Constitution.

3 10. The deadline for Settlement Class Members to object to, or to exclude themselves
4 from, the Settlement has passed.

5 11. _____ objections were filed by Settlement Class Members. The Court has
6 considered all objections (if any) and finds the objections (if any) do not counsel against Settlement
7 Agreement approval, and the objections are hereby overruled in all respects.

8 12. All Settlement Class Members who have not objected to the Settlement Agreement
9 in the manner provided in the Settlement Agreement are deemed to have waived any objections
10 by appeal, collateral attack, or otherwise.

11 13. As of the final date of the Opt-Out Period, _____ potential Settlement Class
12 Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names
13 of those persons (if any) are set forth in Exhibit _____ to this Order (if necessary). Those persons
14 (if any) are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

15 14. The Court has considered all the documents filed in support of the Settlement, and
16 has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the
17 Final Approval Hearing, all other papers and documents comprising the record herein, and all oral
18 arguments presented to the Court.

19 15. Pursuant to the Settlement Agreement, Defendant and the Settlement Administrator
20 shall implement the Settlement in the manner and timeframe as set forth therein.

21 16. The Court appoints Plaintiff Raj Kumar Singh Parihar as Class Representative.

22 17. The Court appoints Strauss Borrelli PLLC as Settlement Class Counsel.

23 18. Pursuant to the Settlement Agreement, Plaintiff and the Settlement Class Members
24 release claims against Defendant and all Released Persons, as defined in the Settlement
25 Agreement, as follows:

26 “Released Claims” means any and all claims, liabilities, rights, claims, demands, suits,
27 actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and
28

1 remedies of every kind or description—whether known or unknown (including Unknown Claims),
2 existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated,
3 legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data
4 Security Incident, the operative facts alleged in the Action, including the complaint and any
5 amendment thereto, Defendant’s information security policies and practices, or Defendant’s
6 maintenance or storage of Personal Information, and conduct that was alleged or could have been
7 alleged in the Action, regardless of whether such claims arise under federal, state and/or local law,
8 statute, ordinance, regulation, common law, or other source of law.

9 “Released Parties” means Defendant and each and every of its respective predecessors,
10 successors, assigns, parents, subsidiaries, divisions, departments, owners, Trustees, and the present
11 and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders,
12 attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors,
13 wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature
14 whatsoever, whether direct or indirect, as well as any and all of Defendant’s and these entities’
15 respective predecessors, successors, officers, directors, employees, advisors, vendors,
16 stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and
17 assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

18 Released Claims shall not include the right of any Settlement Class Member, Plaintiff’s
19 counsel, Settlement Class Counsel, or any of the Released Persons to enforce the terms of the
20 Settlement contained in the Settlement Agreement and shall not include the claims of those persons
21 identified in Exhibit _____ to this Final Order and Judgment, who have timely and validly
22 requested exclusion from the Settlement Class.

23 19. On the Effective Date, the Parties and each and every Settlement Class Member
24 shall be bound by the Settlement Agreement and shall have recourse only to the benefits, rights,
25 and remedies provided therein. No other action, demand, suit, arbitration, or other claim may be
26 pursued against Defendant or any Released Persons with respect to the Released Claims.

1 20. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement
2 Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member
3 of or on behalf of the general public or in any capacity, be permanently barred and enjoined from
4 commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any
5 other forum (other than participation in the Settlement as provided in the Settlement Agreement)
6 in which any of the Released Claims is asserted.

7 21. On the Effective Date and in consideration of the promises and covenants set forth
8 in the Settlement Agreement, (i) Plaintiff and each Settlement Class Member, and each of their
9 respective executors, representatives, guardians, wards, heirs, estates, successors, predecessors,
10 next friends, legal representatives, attorneys, agents, and assigns, and all those who claim through
11 them or who assert claims (or could assert claims) on their behalf (including the government in the
12 capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them
13 (collectively and individually, the “Releasing Persons”), and (ii) Settlement Class Counsel and
14 each of their past and present law firms, partners, or other employers, employees, agents,
15 representatives, successors, or assigns will be deemed to have, and by operation of this Final Order
16 and Judgment shall have, fully, finally, completely, and forever released and discharged the
17 Released Persons from the Released Claims. The release set forth in the preceding sentence (the
18 “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred
19 by principles of res judicata, collateral estoppel, and claim and issue preclusion.

20 22. Without in any way limiting the scope of the Release, the Release covers, without
21 limitation, any and all claims for attorneys’ fees, costs, and expenses incurred by Settlement Class
22 Counsel or any other counsel representing Plaintiff or Settlement Class Members, or any of them,
23 in connection with or related in any manner to the Lawsuit, the Settlement, the administration of
24 such Settlement and/or the Released Claims, as well as any and all claims for the Service Award
25 to Plaintiff.

26 23. Subject to Court approval, as of the Effective Date, all Settlement Class Members
27 shall be bound by the Settlement Agreement and the Release and all of their claims shall be
28

1 dismissed with prejudice and released, irrespective of whether they received actual notice of the
2 Lawsuit or the Settlement.

3 24. As of the Effective Date, the Released Persons are deemed, by operation of the
4 entry of this Final Order and Judgment, to have fully released and forever discharged Plaintiff, the
5 Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiff
6 or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit
7 or the Settlement. Any other claims or defenses Defendant or other Released Persons may have
8 against Plaintiff, the Settlement Class Members, Settlement Class Counsel, or any other counsel
9 representing Plaintiff or Settlement Class Members, including, without limitation, any claims
10 based upon or arising out of any employment, debtor-creditor, contractual, or other business
11 relationship that are not based upon or do not arise out of the institution, prosecution, assertion,
12 settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically
13 preserved, and shall not be affected by the preceding sentence.

14 25. As of the Effective Date, the Released Persons are deemed, by operation of entry
15 of the Final Order and Judgment, to have fully released and forever discharged each other of and
16 from any claims they may have against each other arising from the claims asserted in the Lawsuit,
17 including any claims arising out of the investigation, defense, or Settlement of the Lawsuit.

18 26. The matter is hereby dismissed with prejudice and without costs, except that the
19 Court reserves jurisdiction over the consummation and enforcement of the Settlement.

20 This Final Order and Judgment resolves all claims against all parties in the Lawsuit and is
21 a final order. There is no just reason to delay the entry of final judgment in this matter, and the
22 Clerk is directed to file this Final Order and Judgment as the final judgment in this matter.

23
24 **IT IS SO ORDERED** on this _____ day of _____, _____.

25
26 _____

— EXHIBIT 2 —



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Our Firm

Strauss Borrelli PLLC is a premier civil litigation team focused on representing groups of individuals who have been harmed by corporate misconduct. We regularly represent clients in cases involving data misuse, illegal telemarketing, privacy intrusion, unfair employment practices, and defective products. Our efforts have earned us a reputation for achieving success in high-stakes and complex cases across the country.

At every step, we put the interests of our clients first.

We make the courtroom accessible to all.

At Strauss Borrelli, we understand that our legal system is out of reach for most individuals who have suffered at the hands of corporate wrongdoing. Time, money, and expertise act as barriers to judicial action. We confront these obstacles by empowering those affected to take collective action to seek relief.

We innovate and adapt.

As new technologies become available, our team learns and grows to make our processes faster, more effective, and less expensive. We challenge each other to continually evolve to meet the needs of our clients in an ever-changing world.

We know that people are our greatest resource.

Whether it be within our own team or with experts, co-counsel, or clients, we foster collaborative spaces. We know that good ideas can come from anyone, and the best ideas are forged when we work together. Our experiences have shown us that fresh perspectives coupled with legal expertise create smart strategies.

We understand the strength in numbers.

Too often, corporate transgressions go unchallenged. Together, we create a check against large companies' misconduct. By combining individual claims, we hold those who put profit over people accountable and achieve relief for all those injured by wrongdoings ranging from the annoyance of daily telemarketing calls to the devastation of a sudden mass layoff.

We commit to personal connections.

At every stage, we help clients understand the complex issues at hand and empower them to take an active role in their cases. We will always take the time to build relationships with our clients in order to understand what success means to them. In defining and reaching our goals, we advise with compassion and understanding.

Our Cases

CONSUMER PROTECTION

Fowler, et al. v. Wells Fargo Bank, N.A. (N.D. Cal.)

Filed on behalf of consumers who were overcharged fees on FHA mortgages. The case settled on a class-wide basis for \$30,000,000 in 2018, and final approval was granted in January 2019.

Jones, et al. v. Monsanto Company (W.D. Mo.)

Filed on behalf of individuals who purchased mislabeled RoundUp® products. The case settled on a class-wide basis in 2020 for \$39,550,000. Final approval was granted in May 2021 and the case is currently on appeal to the United States Court of Appeals for the Eight Circuit.

Crawford, et al. v. FCA US LLC (E.D. Mich.)

Filed on behalf of consumers who purchased or leased Dodge Ram 1500 and 1500 Classic vehicles equipped with 3.0L EcoDiesel engines between 2013 and 2019. Plaintiffs allege unfair, deceptive, and fraudulent practices in the Defendants' marketing and sale of vehicles with allegedly defective EGR coolers. This case is currently pending in the United States District Court for the Eastern District of Michigan.

In re: Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices and Products Liability Litigation (N.D. Cal.)

Filed on behalf of consumers against Fiat Chrysler and Bosch alleging unfair, deceptive, and fraudulent practices in the Defendants' marketing and sale of certain EcoDiesel vehicles. The class contained over 100,000 vehicles, including 2014-2016 model-year Jeep Grand Cherokees and Dodge Ram 1500 trucks that were allegedly outfitted with devices that masked actual emission levels. The case settled on a class-wide basis for \$307,500,000, and final approval was granted in May 2019.

Rolland, et al. v. Spark Energy, LLC (D.N.J.)

Filed on behalf of consumers who were forced to pay considerably more for their electricity than they should otherwise have paid due to Spark Energy's deceptive pricing practices. Plaintiff alleges that Spark Energy engages in a bait-and-switch deceptive marketing scheme luring consumers to switch utility companies by offering lower than local utility rates. These lower rates are fixed for only a limited number of months and then switch to a variable market rate that is significantly

higher than the rates local utilities charge. The case settled on a class-wide basis for \$11,000,000 in 2022, and final approval was granted in December 2022.

Haines v. Washington Trust Bank (Wash. Sup. Ct., King Cty.)

Strauss Borrelli attorneys represented consumers who were charged \$35 overdraft fees by Washington Trust Bank on accounts that were never actually overdrawn. Plaintiff filed suit against Washington Trust Bank for the unfair and unlawful assessment of these overdraft fees. This case settled on a class-wide basis in 2021, and final approval was granted in November 2021.

Pryor v. Eastern Bank (Mass. Sup. Ct., Suffolk Cty.)

Strauss Borrelli attorneys represented consumers who were charged \$35 overdraft fees by Eastern Bank on accounts that were never actually overdrawn. Plaintiff filed suit against Eastern Bank for the unfair and unlawful assessment of these overdraft fees. This case settled on a class-wide basis in 2021, and final approval was granted in March 2021.

Benanav, et al. v. Healthy Paws Pet Insurance LLC (W.D. Wash.)

Strauss Borrelli represents consumers who were deceived by Healthy Paws Pet Insurance, an insurance provider that markets and administers pet insurance policies, regarding the true cost of its pet insurance policies. Plaintiffs allege that purchasers of Healthy Paws Pet Insurance's policies found that their policy premiums increased drastically from year to year, at a rate far outpacing the general costs of veterinary medicine, despite Healthy Paws Pet Insurance's representations to the contrary. This case is currently pending in the United States District Court for the Western District of Washington.

DATA BREACH

Walters v. Kimpton Hotel & Restaurant Group, LLP (N.D. Cal.)

Filed on behalf of consumers whose private information and personal identifiable information, including credit and debit card numbers, names, mailing addresses, and other personal information, was compromised and stolen from Kimpton Hotel & Restaurant Group by hackers. The case settled on a class-wide basis in 2018, and final approval was granted in July 2019.

Reetz v. Advocate Aurora Health, Inc. (Wis. Cir. Ct., Milwaukee Cty.)

Filed on behalf of employees of Aurora Advocate Health, the 10th largest not-for-profit integrated health care system in the United States, whose personally identifiable information was breached and stolen through an email phishing campaign beginning in January 2020. Many of these individuals have lost time

and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled in 2023.

Goetz v. Benefit Recovery Specialists, Inc. (Wis. Cir. Ct., Walworth Cty.)

Strauss Borrelli attorneys represented a class of consumers whose personal health information was compromised and stolen from Benefit Recovery Specialists, Inc., a Houston-based billing and collections services firm that provides billing and collection services to healthcare providers across the country. Many of these consumers have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled on a class-wide basis in 2022 and final approval was granted in July 2022.

In re BJC Healthcare Data Breach Litigation (Mo. Cir. Ct., St. Louis Cty.)

Strauss Borrelli attorneys represented a class of consumers whose personal health information was compromised and stolen from BJC Healthcare, a major regional health system. Many of these consumers lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled on a class-wide basis in 2021 and final approval was granted in September 2022.

Daum, et al. v. K & B Surgical Center, LLC (Cal. Sup. Ct., Los Angeles Cty.)

Strauss Borrelli attorneys represented a class of consumers whose personal health information and protected health information was compromised and stolen from K & B Surgical Center. Many of these consumers have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. The case settled in 2023.

In re: Netgain Technology, LLC, Consumer Data Breach Litigation (D. Minn.)

Filed on behalf of consumers whose personal identifiable information and protected health information was breached and stolen from Netgain Technology, LLC beginning in September 2020. Strauss Borrelli partner, Raina Borrelli, serves as a member of the Plaintiffs' Interim Executive Committee in this multidistrict litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently pending in The United States District Court for the District of Minnesota.

Dusterhoff, et al. v. OneTouchPoint Corp. (E.D. Wisc.)

Filed on behalf of 2.6 million consumers whose personal identifiable information and protected health information was breached and stolen from OneTouchPoint Corp., a mailing and printing services vendor, beginning in April 2022. Strauss

Borrelli partner, Raina Borrelli, serves as a member of the Plaintiffs' Steering Committee in this litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently pending in The United States District Court for the Eastern District of Wisconsin.

In re Lincare Holdings Inc. Data Breach Litigation (M.D. Fla.)

Filed on behalf of consumers whose personal identifiable information and protected health information was breached and stolen from Lincare Holdings Inc., a medical products and services provider, beginning in September 2021. Strauss Borrelli partner, Raina Borrelli, serves as a member of the Interim Executive Leadership Committee for plaintiffs and the class in this multidistrict litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently pending in The United States District Court for the Middle District of Florida.

Forslund, et al. v. R.R. Donnelley & Sons Company (N.D. Ill.)

Filed on behalf of consumers whose personal identifiable information was breached and stolen from R.R. Donnelley & Sons Company, a Fortune 500 marketing, packaging, and printing company, beginning in November 2021. Strauss Borrelli partner, Raina Borrelli, serves as interim co-lead counsel for plaintiffs and the class in this litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently pending in The United States District Court for the Northern District of Illinois.

DATA PRIVACY

Patterson v. Respondus, Inc., et al. (N.D. Ill.)

Filed on behalf of all persons who took an exam using Respondus' online exam proctoring software, Respondus Monitor, in the state of Illinois. Plaintiffs allege that Respondus collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. This case is currently pending in the United States District Court for the Northern District of Illinois.

Powell v. DePaul University (N.D. Ill.)

Strauss Borrelli attorneys represented a class of DePaul University students located in the state of Illinois who were required to take exams using Respondus Monitor, which collects, uses, and discloses students' biometric identifiers and biometric

information in violation of Illinois' Biometric Information Privacy Act. Plaintiff alleged that DePaul University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case settled in 2023.

Fee v. Illinois Institute of Technology (N.D. Ill.)

Strauss Borrelli attorneys represented a class of Illinois Institute of Technology students located in the state of Illinois who were required to take exams using Respondus Monitor, which collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. Plaintiff alleged that Illinois Institute of Technology collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case settled in 2023.

Harvey v. Resurrection University (N.D. Ill.)

Strauss Borrelli attorneys represented a class of Resurrection University students located in the state of Illinois who were required to take exams using Respondus Monitor, which collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. Plaintiff alleged that Resurrection University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case settled in 2023.

RIGHT OF PUBLICITY

Abraham, et al. v. PeopleConnect, Inc., et al. (N.D. California)

Filed on behalf of California residents against PeopleConnect alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that PeopleConnect violates these legal rights by using California residents' names and childhood photographs in advertisements promoting paid subscriptions to its website, classmates.com. The case is pending in the United States District Court for the Northern District of California.

Boshears, et al. v. PeopleConnect, Inc., et al. (W.D. Wash.)

Filed on behalf of Indiana residents against PeopleConnect alleging violations of Indiana's Right of Publicity Statute and Indiana's common law prohibiting misappropriation of a name or likeness. Plaintiffs allege that PeopleConnect violates these legal rights by using Indiana residents' personalities, including their names and childhood photographs, in advertisements promoting paid

subscriptions to its website, classmates.com. The case is currently on appeal before the United States Court of Appeals for the Ninth Circuit.

Loendorf v. PeopleConnect, Inc., et al. (N.D. Ill.)

Mackey v. PeopleConnect, Inc., et al. (N.D. Ill.)

Both actions were filed on behalf of Illinois residents against PeopleConnect alleging violations of Illinois' Right of Publicity Act and Illinois common law prohibiting unjust enrichment. Plaintiffs allege that PeopleConnect violates these legal rights by using Illinois residents' names, personas, and personal information in advertisements promoting paid subscriptions to its website, classmates.com, and unlawfully profiting from it. The cases are pending in the United States District Court for the Northern District of Illinois.

Sessa, et al. v. Ancestry.com Operations Inc., et al. (D. Nev.)

Filed on behalf of Nevada residents against Ancestry.com alleging violations of Nevada's right to publicity statute, Nevada law prohibiting deceptive trade practice, Nevada common law protection against Intrusion upon Seclusion, and Nevada Unjust Enrichment law. Plaintiffs allege that Ancestry.com violates these legal rights by knowingly misappropriating the photographs, likenesses, names, and identities of Nevada residents for the commercial purpose of selling access to and advertising them in Ancestry.com products and services without their prior consent. The case is pending in the United States District Court for the District of Nevada.

Braundmeier v. Ancestry.com Operations, Inc., et al. (N.D. Ill.)

Filed on behalf of Illinois residents against Ancestry.com alleging violations of Illinois' Right of Publicity Act and Illinois common law prohibiting unjust enrichment. Plaintiffs allege that Ancestry.com violates these legal rights by knowingly misappropriating the photographs, likenesses, names, and identities of Illinois residents for the commercial purpose of selling access to and advertising them in Ancestry.com products and services without their prior consent. The case is pending in the United States District Court for the Northern District of Illinois.

Spindler v. Seamless Contacts Inc. (N.D. Cal.)

Filed on behalf of California residents against Seamless Contacts Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that Seamless Contacts violates these legal rights by using California residents' names, likenesses, photographs, and personas in advertisements promoting paid subscriptions to its website, seamless.ai. The case is pending in the United States District Court for the Northern District of California.

Martinez v. ZoomInfo Technologies Inc. (W.D. Wash.)

Filed on behalf of California residents against ZoomInfo Technologies Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that ZoomInfo Technologies violates these legal rights by using California residents' names and person information in advertisements promoting paid subscriptions to its website, zoominfo.com, as well as selling access to their names and personal information as part of its products. The case is currently on appeal before the United States Court of Appeals for the Ninth Circuit.

Gbeintor v. DemandBase, Inc., et al. (N.D. Cal.)

Filed on behalf of California residents against DemandBase, Inc. and InsideView Technologies, Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that DemandBase and InsideView Technologies violate these legal rights by using California residents' names, likenesses, photographs, and personas in advertisements promoting paid subscriptions to its website, insideview.com, without their consent. The case is currently on appeal before the United States Court of Appeals for the Ninth Circuit.

Kellman, et al. v. Spokeo, Inc. (N.D. Cal.)

Filed on behalf of California residents against Spokeo, Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that Spokeo violates these legal rights by using California residents' names, likenesses, photographs, and personas in advertisements promoting paid subscriptions to its website without their consent. The case is pending in the United States District Court for the Northern District of California.

TELEPHONE CONSUMER PROTECTION ACT

Evans v. American Power & Gas, LLC, et al. (S.D. Ohio)

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* The case settled on a class-wide basis for \$6,000,000, and final approval was granted in May 2019.

Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh (D. Mass.)

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular and residential telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* The case settled on a class-wide basis for \$14,000,000 in 2020. Final approval was granted in October 2021 and the case is currently on appeal to the United States Court of Appeals for the First Circuit.

Goodell, et al. v. Van Tuyl Group, LLC (D. Az.)

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular and residential telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case settled in 2023.

Doup v. Van Tuyl Group, LLC (N.D. Tex.)

Filed on behalf of consumers who received solicitation telephone calls on their cellular and residential telephones that were listed on the National Do-Not-Call Registry, without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case settled in 2023.

Dickson v. Direct Energy, LP, et al. (N.D. Ohio)

Filed on behalf of consumers who received automated or prerecorded telemarketing telephone calls on their cellular telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case is currently pending in the United States District Court for the Northern District of Ohio.

Learned, et al. v. McClatchy Company, LLC (E.D. Cal.)

Filed on behalf of consumers who received solicitation telephone calls on their cellular and residential telephones that were listed on the National Do-Not-Call Registry and/or who requested Defendant stop calling them, without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case settled in 2023.

Rogers, et al. v. Assurance IQ, LLC, et al. (W.D. Wash.)

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular and residential telephones, some that were listed on the National Do-Not-Call Registry, without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case is currently pending in the United States District Court for the Western District of Washington.

Our Professionals

SAMUEL J. STRAUSS

Samuel J. Strauss is a founding member of Strauss Borrelli PLLC. Mr. Strauss concentrates his practice in class action litigation with an emphasis on consumer protection and privacy issues. Mr. Strauss has a national practice and appears in federal courts across the country. Over the course of his career, Mr. Strauss has represented plaintiffs in cases which have resulted in the recovery of hundreds of millions of dollars for consumers.

Mr. Strauss received his J.D. with honors from the University of Washington School of Law in 2013. Prior to forming Strauss Borrelli in 2024, Mr. Strauss was a founding member of Turke & Strauss in 2016, in Madison, Wisconsin, where he successfully prosecuted complex class actions in federal and state courts.

Mr. Strauss is a member of bars of the states of Washington, Wisconsin, and Illinois and has been admitted to practice in the United States District Court for the Western District of Washington, United States District Court for the Eastern District of Washington, United States District Court for the Western District of Wisconsin, the United States District Court for the Eastern District of Wisconsin, the United States District Court for the Northern District of Illinois, the United States District Court for the Eastern District of Michigan, and the United States Court of Appeals for the Ninth Circuit.

In recent years, Mr. Strauss has been actively involved in a number of complex class action matters in state and federal courts including:

- *Daum, et al. v. K & B Surgical Center, LLC*, No. 21STCV41347 (Cal. Sup. Ct., Los Angeles Cty.)
- *Reetz v. Advocate Aurora Health, Inc.*, No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Joyner v. Behavioral Health Network, Inc.*, No. 2079CV00629 (Mass. Sup. Ct., Hampden Cty.)
- *In re BJC Healthcare Data Breach Litigation*, No. 2022-CC09492 (Mo. Cir. Ct., St. Louis City)
- *Baldwin, et al. v. National Western Life Insurance Company*, No. 2:21-cv-04066 (W.D. Mo.)

- *Pryor v. Eastern Bank*, No. 1984CV03467-BLS1 (Mass. Sup. Ct., Suffolk Cty.)
- *Murray v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, No. 19-cv-12608 (D. Mass.)
- *Baldwin v. Miracle-Ear, Inc.*, No. 20-cv-01502 (D. Minn.)
- *Goodell v. Van Tuyl Group, LLC*, No. 20-cv-01657 (D. Az.)
- *Weister v. Vantage Point AI, LLC*, No. 21-cv-01250 (M.D. Fla.)
- *Lang v. Colonial Penn Life Insurance Company*, No. 21-cv-00165 (N.D. Fla.)
- *Mackey v. PeopleConnect, Inc.*, No. 1:22-cv-00342 (N.D. Ill.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Boshears v. PeopleConnect, Inc.*, No. 21-cv-01222 (W.D. Wash.)
- *Braundmeier v. Ancestry.com Operations, Inc.*, No. 1:20-cv-07390 (N.D. Ill.)
- *Martinez v. ZoomInfo Technologies Inc.*, No. 21-cv-05725 (W.D. Wash.)
- *Uhhariet v. MyLife.com, Inc.*, No. 21-cv-08229 (N.D. Cal.)
- *Kellman v. Spokeo, Inc.*, No. 21-cv-08976 (N.D. Cal.)
- *Patterson v. Respondus, Inc.*, No. 20-cv-07692 (N.D. Ill.)
- *Bridges v. Respondus, Inc.*, No. 21-cv-01785 (N.D. Ill.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (D. Minn.)
- *Crawford v. FCA US LLC*, No. 20-cv-12341 (E.D. Mich.)
- *Klaehn, et al. v. Cali Bamboo, LLC*, No. 19-cv-01498 (S.D. Cal.)
- *Jones v. Monsanto Company*, No. 19-cv-00102 (W.D. Mo.)
- *Dickson v. Direct Energy, LP, et al.*, No. 18-cv-00182 (N.D. Ohio)
- *Rolland v. Spark Energy, LLC*, Case. No. 17-cv-02680 (D.N.J.)
- *Evans v. American Power & Gas, LLC*, No. 17-cv-00515 (S.D. Ohio)
- *Fowler v. Wells Fargo Bank, N.A.*, No. 17-cv-02092 (N.D. Cal.)
- *Wilkins v. HSBC Bank Nevada, N.A., et al.*, No. 14-cv-00190 (N.D. Ill.)
- *Ott v. Mortgage Investors Corporation*, No. 14-cv-00645 (D. Or)
- *Booth v. AppStack, et al.*, No. 13-cv-01533 (W.D. Wash.)
- *Melito v. American Eagle Outfitters, Inc.*, No. 14-cv-02440-VEC (S.D.N.Y.)
- *Spencer v. FedEx Ground Package System, Inc.*, No. 14-2-30110-3 SEA (Wa. Sup. Ct., King Cty.)

RAINA C. BORRELLI

Raina C. Borrelli is a founding member of Strauss Borrelli PLLC. Ms. Borrelli's practice focuses on complex class action litigation, including data privacy, Telephone Consumer Protection Act ("TCPA"), false advertising, and consumer protection cases in both state and federal courts around the country. Ms. Borrelli has served as lead, co-lead, and class counsel in numerous national class actions, including multi-district litigation. Additionally, Ms. Borrelli has substantial experience leading discovery teams in these complex class action matters, as well as in working with class damages experts and class damages models in consumer protection cases.

Ms. Borrelli received her J.D. *magna cum laude* from the University of Minnesota Law School in 2011. Prior to founding Strauss Borrelli, Ms. Borrelli was a partner at Gustafson Gluek, where she successfully prosecuted complex class actions in federal and state courts. Ms. Borrelli is an active member of the Minnesota Women's Lawyers and the Federal Bar Association, where she has assisted in the representation of *pro se* litigants through the *Pro Se* Project. Ms. Borrelli has repeatedly been named to the annual Minnesota "Rising Star" Super Lawyers list (2014-2021) by SuperLawyers Magazine. She has also been repeatedly certified as a North Star Lawyer by the Minnesota State Bar Association (2012-2015; 2018-2020) for providing a minimum of 50 hours of pro bono legal services.

Ms. Borrelli is a member of the Minnesota State Bar Association and has been admitted to practice in the United States District Court for the District of Minnesota, the United States District Court for the Eastern District of Wisconsin, the United States District Court for the Eastern District of Michigan, the United States District Court for the Northern District of Illinois, and the United States Court of Appeals for the Tenth Circuit.

In recent years, Ms. Borrelli has been appointed to leadership positions in a number of data privacy cases, including *In re Netgain Technology, LLC Consumer Data Breach Litigation*, No. 21-cv-01210 (D. Minn.) (Interim Executive Committee); *Dusterhoff, et al. v. OneTouchPoint Corp.*, No. 2:22-cv-00882 (E.D. Wisc.) (Plaintiffs' Steering Committee); *In re Lincare Holdings Inc. Data Breach Litigation*, No. 8:22-cv-01472 (M.D. Fl.) (Interim Executive Leadership Committee); *Forslund v. R.R. Donnelley & Sons Company*, No. 1:22-cv-04260 (N.D. Ill.) (interim co-lead counsel); *Medina v. PracticeMax Incorporated*, No. 2:22-cv-0126 (D. Az.) (Executive Leadership Committee); *In re C.R. England, Inc. Data Breach Litig.*, No. 2:22-cv-00374 (interim co-lead counsel); *Doe, et al. v. Knox College, Inc.*, No. 4:23-cv-04012 (C.D. Ill.) (co-lead counsel); and *In re OakBend Medical Center Data*

Breach Litigation, No. 4:22-cv-03740 (S.D. Tex.) (interim co-lead counsel). Ms. Borrelli has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Daum, et al. v. K & B Surgical Center, LLC*, No. 21STCV41347 (Cal. Sup. Ct., Los Angeles Cty.)
- *Grogan v. McGrath RentCorp*, No. 3:22-cv-00490 (N.D. Cal.)
- *Benedetto, et al. v. Southeastern Pennsylvania Transportation Authority*, No. 210201425 (C.C.P. Phila.)
- *Reetz v. Advocate Aurora Health, Inc.*, No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Reese v. Teen Challenge Training Center, Inc.*, No. 00093 (C.C.P. Phila.)
- *Lhota v. Michigan Avenue Immediate Care, S.C.*, No. 2022CH06616 (Ill. Cir. Ct., Cook Cty.)
- *Johnson, et al. v. Yuma Regional Medical Center*, No. 2:22-cv-01061 (D. Az.)
- *Baldwin v. Miracle-Ear, Inc.*, No. 20-cv-01502 (D. Minn.)
- *Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, No. 1:19-cv-12608 (D. Mass.)
- *Goodell v. Van Tuyl Group, LLC*, No. 20-cv-01657 (D. Az.)
- *Learned, et al. v. McClatchy Company LLC*, No. 2:21-cv-01960 (E.D. Cal.)
- *Lang v. Colonial Penn Life Insurance Company*, No. 21-cv-00165 (N.D. Fla.)
- *Martinez v. ZoomInfo Technologies Inc.*, No. 21-cv-05725 (W.D. Wash.)
- *Abraham, et al. v. PeopleConnect, Inc.*, No. 3:20-cv-09203 (N.D. Cal.)
- *Boshears v. PeopleConnect, Inc.*, No. 21-cv-01222 (W.D. Wash.)
- *Mackey v. PeopleConnect, Inc.*, No. 1:22-cv-00342 (N.D. Ill.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Braundmeier v. Ancestry.com Operations, Inc.*, No. 1:20-cv-07390 (N.D. Ill.)
- *DeBose v. Dun & Bradstreet Holdings, Inc.*, No. 2:22-cv-00209 (D.N.J.)
- *Gbeintor, et al. v. DemandBase, Inc., et al.*, No. 3:21-cv-09470 (N.D. Cal.)
- *Spindler v. Seamless Contacts Inc.*, No. 4:22-cv-00787 (N.D. Cal.)
- *Kellman, et al. v. Spokeo, Inc.*, No. 3:21-cv-08976 (N.D. Cal.)
- *Brown v. Coty, Inc.*, No. 1:22-cv-02696 (S.D.N.Y.)
- *Benanav v. Healthy Paws Pet Insurance LLC*, No. 2:20-cv-00421 (W.D. Wash.)
- *Spindler, et al. v. General Motors LLC*, No. 3:21-cv-09311 (N.D. Cal.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (JRT/KMM) (D. Minn.)
- *Patterson v. Respondus, Inc.*, No. 1:20-cv-07692 (N.D. Ill.)
- *Powell v. DePaul University*, No. 1:21-cv-03001 (N.D. Ill.)
- *Fee v. Illinois Institute of Technology*, No. 1:21-cv-02512 (N.D. Ill.)

- *Harvey v. Resurrection University*, No. 1:21-cv-03203 (N.D. Ill.)
- *In re FCA Monostable Gearshifts Litig.*, No. 16-md-02744 (E.D. Mich.)
- *Zeiger v. WellPet LLC*, No. 17-cv-04056 (N.D. Cal.)
- *Wyoming v. Procter & Gamble*, No. 15-cv-2101 (D. Minn.)
- *In re Big Heart Pet Brands Litig.*, No. 18-cv-00861 (N.D. Cal.)
- *Sullivan v. Fluidmaster*, No. 14-cv-05696 (N.D. Ill.)
- *Rice v. Electrolux Home Prod., Inc.*, No. 15-cv-00371 (M.D. Pa.)
- *Gorzynski v. Electrolux Home Products, Inc.*, No. 18-cv-10661 (D.N.J.)
- *Reitman v. Champion Petfoods*, No. 18-cv-1736 (C.D. Cal.)
- *Reynolds, et al., v. FCA US, LLC*, No. 19-cv-11745 (E.D. Mich.).

CASSANDRA MILLER

Cassandra Miller is a partner at Strauss Borrelli PLLC whose practice focuses on complex class action litigation, including consumer protection, privacy, data breaches, and product liability. Ms. Miller is adept at navigating the intricate legal landscapes of both state and federal courts across the nation. Additionally, Ms. Miller has substantial experience leading teams in these complex class action matters.

Ms. Miller received her J.D. *magna cum laude* from the University of Illinois Chicago School of Law in 2006. Prior to joining Strauss Borrelli, Ms. Miller was a managing partner at Edelman Combs Lattner & Goodwin, LLC. There, Ms. Miller handled a wide range of consumer protection claims under key statutes such as the Fair Credit Reporting Act (FCRA), Fair Debt Collection Practices Act (FDCPA), Uniform Commercial Code (UCC), Telephone Consumer Protection Act (TCPA), and Truth in Lending Act (TILA), as well as the Illinois Consumer Fraud and Deceptive Practices Act (ICFA), alongside related state and federal consumer statutes.

Ms. Miller is a member of the Illinois State Bar Association and has been admitted to practice in the United States District Court for the Northern District of Illinois, the United States District Court for the Central District of Illinois, the United States District Court for the Southern District of Indiana, the United States District Court for the Northern District of Indiana, and the United States Court of Appeals for the Seventh Circuit.

Ms. Miller has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Pietras v. Sentry*, 513 F. Supp. 2d 983 (N.D. Ill. 2007)
- *Hernandez v. Midland Credit Mgmt.*, 2007 U.S. Dist. LEXIS 16054 (N.D. Ill. 2007)
- *Balogun v. Midland Credit Mgmt.*, 2007 U.S. Dist. LEXIS 74845 (S.D. Ind. 2007)
- *Miller v. Midland Credit Mgmt.*, 2009 U.S. Dist. LEXIS 18518 (N.D. Ill. 2009)
- *American Family Mutual Ins. Co. V. CMA Mortgage, Inc.*, 2008 U.S. Dist. LEXIS 30233 (S.D. Ind. 2008)
- *Herkert v. MRC Receivables Corp.*, 254 F.R.D. 344 (N.D. Ill. 2008)
- *Walker v. Calusa Investments, LLC*, 244 F.R.D. 502 (S.D. Ind. 2007)
- *Frydman v. Portfolio Recovery Associates, LLC*, 2011 U.S. Dist. LEXIS 69502 (N.D. Ill. 2011)
- *Webb v. Midland Credit Mgmt.*, 2012 U.S. Dist. LEXIS 80006 (N.D. Ill. May 31,

2012)

- *Tabiti v. LVNV Funding, LLC*, 2017 U.S. Dist. LEXIS 5932 (N.D. Ill. Jan. 17, 2017), reconsideration denied, 2017 U.S. Dist. LEXIS 238583 (N.D. Ill., May 16, 2017)
- *Wheeler v. Midland Funding LLC*, 2020 U.S. Dist. LEXIS 52409 (N.D. Ill. July 31, 2017),
- *Magee v. Portfolio Recovery Assocs.*, 2016 U.S. Dist. LEXIS 61389 (N.D. Ill. May 9, 2016), reconsideration denied, 2016 U.S. Dist. LEXIS 123573 (N.D. Ill. Sept. 13, 2016)

BRITTANY RESCH

Brittany Resch is a partner at Strauss Borrelli PLLC. Ms. Resch's practice focuses on complex class action litigation, including data breach, privacy, Telephone Consumer Protection Act ("TCPA"), false advertising, and consumer protection cases in both state and federal courts around the country. Since 2022, Ms. Resch has served as an adjunct professor at the University of Minnesota Law School teaching a seminar on e-Discovery.

Ms. Resch received her J.D. from the University of Minnesota Law School in 2015, after which she clerked for the Honorable Richard H. Kyle, Senior United States District Judge for the District of Minnesota. Prior to joining Strauss Borrelli PLLC, Ms. Resch was an associate at Gustafson Gluek, where she prosecuted complex antitrust, consumer protection, and civil rights class actions in federal and state courts. Ms. Resch was named one of the Attorneys of the Year in 2019 by Minnesota Lawyer for her work representing a pro se litigant in federal court through the Pro Se Project. Ms. Resch was also named a Rising Star in 2020 and 2021 and a 2021 Up & Coming Attorney by Minnesota Lawyer.

Ms. Resch has been an active member in the Federal Bar Association for a decade, holding various leadership and committee positions. Ms. Resch also assists in the representation of pro se litigants through the District of Minnesota Federal Bar Association's Pro Se Project. Ms. Resch is also an active member of Minnesota Women Lawyers. Ms. Resch has also been certified as a North Star Lawyer by the Minnesota State Bar Association for providing a minimum of 50 hours of pro bono legal services (2023, 2021, 2020, 2019).

Ms. Resch is a member of the Minnesota State Bar Association and has been admitted to practice in the United States District Court for the District of Minnesota and the United States District Court for the Northern District of Illinois.

Ms. Resch recently has significant experience in data privacy litigation and is currently litigating more than fifty data breach cases in courts around the country as counsel on behalf of millions of data breach victims, including *McKittrick v. Allwell Behavioral Health Services*, Case No. CH-2022-0174 (Muskingum County, Ohio) (appointed class counsel for settlement purposes); *Hall v. Centerspace, LP*, Case No. 22-cv-2028 (D. Minn.); *Morrison v. Entrust Corp., et al.*, Case No. 23-cv-415 (D. Minn.); *Batchelor v. MacMillan, et al.*, Case No. 157072/2023 (New York County, NY); *Tribbia, et al., v. Hanchett Paper Company*, Case No. 2022 CH 3677 (Cook County, IL); *Benedetto v. Southeastern Pennsylvania Transportation*

Authority, No. 210201425 (C.C.P. Phila.); *Corra, et al. v. ACTS Retirement Services, Inc.*, No. 2:22-cv-02917 (E.D. Pa.); *Lamie, et al. v. LendingTree, LLC*, No. 3:22-cv-00307 (W.D.N.C); and *In re Lincare Holdings Inc. Data Breach Litigation*, No. 8:22-cv-01472 (M.D. Fl.). Additionally, in recent years, Ms. Resch has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Emmrich v. General Motors LLC*, No. 21-cv-05990 (N.D. Ill.)
- *Spindler v. General Motors LLC*, No. 21-cv-09311 (N.D. Cal.)
- *DeBose v. Dun & Bradstreet Holdings, Inc.*, No. 2:22-cv-00209 (D.N.J.)
- *Gbeintor, et al. v. DemandBase, Inc., et al.*, No. 3:21-cv-09470 (N.D. Cal.)
- *Kellman, et al. v. Spokeo, Inc.*, No. 3:21-cv-08976 (N.D. Cal.)
- *Kis v. Cognism Inc.*, No. 4:22-cv-05322 (N.D. Cal.)
- *Benanav, et al. v. Healthy Paws Pet Insurance, LLC*, No. 2:20-cv-00421-RSM (W.D. Wash.)
- *Martinez v. ZoomInfo Technologies Inc.*, No. 21-cv-05725 (W.D. Wash.)
- *Abraham, et al. v. PeopleConnect, Inc.*, No. 3:20-cv-09203 (N.D. Cal.)
- *Boshears v. PeopleConnect, Inc.*, No. 21-cv-01222 (W.D. Wash.)
- *Mackey v. PeopleConnect, Inc.*, No. 1:22-cv-00342 (N.D. Ill.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Braundmeier v. Ancestry.com Operations, Inc.*, No. 1:20-cv-07390 (N.D. Ill.)
- *Spindler v. Seamless Contacts Inc.*, No. 4:22-cv-00787 (N.D. Cal.)
- *Uhhariet v. MyLife.com, Inc.*, No. 21-cv-08229 (N.D. Cal.)
- *Patterson v. Respondus University, et al.*, No. 1:20-cv-07692 (N.D. Ill.)
- *Bridges v. Respondus University, et al.*, No. 1:21-cv-01785 (N.D. Ill.)
- *In re Broiler Chicken Antitrust Litigation*, No. 16-cv-08637 (N.D. Ill.)
- *In re Pork Antitrust Litigation*, No. 21-md-02998 (D. Minn.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (JRT/KMM) (D. Minn.)
- *In re Asacol Antitrust Litigation*, No. 15-cv-12730 (D. Mass.)

ALEX S. PHILLIPS

Alex Phillips is a partner at Strauss Borrelli PLLC. Mr. Phillips concentrates his practice in complex class action litigation and commercial litigation. He has represented both plaintiffs and defendants in high stakes litigation. Mr. Phillips has successfully obtained trial verdicts on behalf of his clients as well as negotiated numerous high-value settlements.

Mr. Phillips received his J.D. from the University of Wisconsin School of Law in 2017 and has been an active member of the Wisconsin State Bar as well as the Dane, Jefferson, and Dodge County Bar Associations.

In recent years, Mr. Phillips has been involved in a number of complex class action matters in state and federal courts including:

- *Benedetto v. Southeastern Pennsylvania Transportation Authority*, No. 210201425 (C.C.P. Phila.)
- *Grogan v. McGrath RentCorp*, No. 3:22-cv-00490 (N.D. Cal.)
- *Koeller, et al. v. Numrich Gun Parts Corporation*, No. 1:22-cv-00675 (S.D.N.Y.)
- *Mayhood v. Wilkins Recreational Vehicles, Inc.*, No. E2022-0701 (N.Y. Sup. Ct., Steuben Cty.)
- *Perkins v. WelldyneRx, LLC*, No. 8:22-cv-02051 (M.D. Fla.)
- *Batis v. Dun & Bradstreet Holdings, Inc.*, No. 3:22-cv-09124 (N.D. Cal.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Ambramson v. First American Home Warranty Corporation*, No. 2:22-cv-01003 (W.D. Pa.)
- *DeVivo v. Sovereign Lending Group Incorporated*, No. 3:22-cv-05254 (W.D. Wash.)
- *Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, No. 1:19-cv-12608 (D. Mass.)
- *Spindler v. General Motors LLC*, No. 21-cv-09311 (N.D. Cal.)
- *Kellman v. Spokeo, Inc.*, No. 21-cv-08976 (N.D. Cal.)
- *Reetz v. Advocate Aurora Health, Inc.*, No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (D. Minn.)
- *Dickson v. Direct Energy, LP, et al.*, No. 18-cv-00182 (N.D. Ohio)
- *Benanav. v. Healthy Paws Pet Insurance, LLC*, No. 20-cv-00421 (W.D. Wash.)
- *Klaehn, et al. v. Cali Bamboo, LLC, et al.*, No. 19-cv-01498 (S.D. Cal.)

CARLY ROMAN

Carly Roman is an attorney at Strauss Borrelli PLLC. Ms. Roman's practice focuses on complex class action litigation, including consumer protection, data breach, privacy, and Telephone Consumer Protection Act ("TCPA") cases in state and federal courts. Additionally, Ms. Roman has substantial experience advocating for consumers under California's Unfair Competition Law, the Consumers Legal Remedies Act, and the Song-Beverly Warranty Act.

Ms. Roman received her J.D. from the University of New Hampshire School of Law with High Honors. Prior to joining Strauss Borrelli, Ms. Roman honed her skills at a prominent consumer protection firm in California as well as in Chicago at one of the leading firms specializing in class actions and consumer rights. There, Ms. Roman litigated a variety of state and federal claims, including claims brought under the Fair Credit Reporting Act (FCRA), Magnuson-Moss Warranty Act, Telephone Consumer Protection Act (TCPA), and Truth in Lending Act (TILA), as well as the Illinois Consumer Fraud and Deceptive Practices Act (ICFA).

Ms. Roman is a member of the Illinois State Bar Association and The State Bar of California. In recent years, Ms. Roman has been involved in a number of complex class action matters in state and federal courts including:

- *Doe v. SSK Plastic Surgery*, 30-2025-01467755 (Cal. Sup. Ct., Orange Cty.)
- *Doe v. Jaime S. Schwartz MD PC*, 25STCV07155 (Cal. Sup. Ct., Los Angeles Cty.), removed, No. 2:25-cv-03393 (C.D. Cal.)
- *Cole v. Solairus Aviation LLC*, No. 3:25-cv-03035 (N.D. Cal.)
- *Dean, et al., v. New York Blood Center, Inc., et al.* No. 25-cv-01051 (S.D.N.Y.)
- *In re: DISA Global Data Breach Litigation*, No. 4:25-cv-00821 (S.D. Tex.)
- *Kelly v. Insomniac Games*, No. 24-CIV-05793 (Cal. Sup. Ct., San Mateo Cty.)
- *Palanti v. Lawble Inc., et al.*, No. 2023CH02120 (Ill. Cir. Ct., Cook Cty.), removed, No. 1:23-cv-02365 (N.D. Ill.)
- *Tamburo v. Hyundai Motor America (Corporation), et al.*, No. 1:23-cv-282 (N.D. Ill.)
- *Mirabile v. Bank of America, N.A.*, No. 1:23-cv-01719 (N.D. Ill.)
- *Fleury v. General Motors, LLC*, No. 1:22-cv-03862 (N.D. Ill.)
- *Rocio v. Mod Super Fast Pizza, LLC*, No. 1:21-cv-00507 (N.D. Ill.)
- *Abruscato, et al. v. Wells Fargo, et al.*, No. 1:21-cv-00012 (N.D. Ill.)
- *Avery v. Cvi Sgp-Co Acquisition Trust, et al.*, No. 1:20-cv-06965 (N.D. Ill.)