

# EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA**

RUSSELL DOMITROVICH and THOMAS  
GUSSIE, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

M.C. DEAN, INC.,

Defendant.

Civil Action No. 1:23-cv-00210 (CMH/JFA)

DEMAND FOR JURY TRIAL

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

Plaintiffs Russell Domitrovich and Thomas Gussie (“Plaintiffs” or “Class Representatives”), on behalf of themselves and all others similarly situated, and Defendant M.C. Dean, Inc. (“Defendant” or “M.C. Dean”) (collectively, the “Parties”), hereby enter into this Class Action Settlement Agreement and Release (“Settlement Agreement” or “Agreement”), subject to Court approval. In consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, the Parties stipulate and agree as follows:

**I. RECITALS**

**WHEREAS**, on April 21, 2023, Plaintiffs Russell Domitrovich and Thomas Gussie filed their consolidated putative Class Action Complaint (the “Complaint”) against M.C. Dean, Inc. in the United States District Court for the Eastern District of Virginia, asserting causes of action for (1) Negligence, (2) Breach of Implied Contract, and (3) Declaratory Judgment;

**WHEREAS**, the Parties participated in a settlement conference on September 25, 2023;

**WHEREAS**, Class Representatives seek to certify a class affected by the Incident as follows:

All individuals whose Personal Identifying Information (“PII”) was impacted by the Incident that was discovered on June 2, 2022.

**WHEREAS**, M.C. Dean denies liability, and Plaintiffs and M.C. Dean recognize the outcome of the Action and the claims asserted in the Complaint are uncertain, and that pursuing the Action to judgment would entail substantial cost, risk and delay;

**WHEREAS**, the Parties have explored and discussed at length the factual and legal issues in the Action and have participated in a settlement conference with the Honorable John F. Anderson, concerning the issues raised by Plaintiffs in the Action, and have agreed to a global, final settlement of the Action that renders the need for further litigation unnecessary;

**WHEREAS**, the Parties desire to compromise and settle all issues, claims, and/or facts asserted in the Action, or that could have been asserted based upon the facts alleged in the Action, by or on behalf of Class Representatives and the Class;

**WHEREAS**, Class Representatives, by and through Class Counsel, have (a) made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Action, (b) engaged in investigation of the claims asserted in the Action, including informal and formal discovery obtained by Class Representatives in connection with the Action and prior to execution of this Agreement, and (c) evaluated and considered the law applicable to the claims asserted in the Action, including the defenses that M.C. Dean likely would assert;

**WHEREAS**, Plaintiffs' counsel are experienced in this type of class litigation, recognize the costs and risks of prosecution of this Action, and believe that it is in Class Representatives' interest, and the interest of all Class Members, to resolve this Action, and any and all claims against M.C. Dean arising from the conduct alleged in the Action, and in this Settlement Agreement;

**WHEREAS**, M.C. Dean does not believe Class Representatives' claims are meritorious and has denied and continues to deny any and all claims alleged by Class Representatives, and has denied and continues to deny that it is legally responsible or liable to Class Representatives or any member of the Class for any of the matters and/or claims asserted in this Action, but has concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all pending and potential claims of Class Representatives and all members of the Class relating to claims which were or could have been asserted by Class Representatives and the Class in this Action relating to the alleged practices and Incident at issue;

**WHEREAS**, the Parties agree that the proposed settlement is fair, adequate, and reasonable;

**WHEREAS**, significant arm's-length settlement negotiations have taken place between the Parties and, as a result, this Settlement Agreement has been reached without collusion, subject to the Court-approval process set forth herein;

**WHEREAS**, the undersigned Parties believe this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of Class Members; and

**WHEREAS**, this Settlement Agreement is made and entered into by and between Class Representatives, individually and on behalf of the Class, and M.C. Dean;

**NOW, THEREFORE**, it is hereby stipulated and agreed, by and between the Parties, as follows:

## II. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. “Action” means the case styled *Russell Domitrovich and Thomas Gussie v. M.C. Dean, Inc.*, Case No. 1:23-cv-00210 (United States District Court, Eastern District of Virginia).

B. “Settlement Class” means all individuals whose Personal Identifying Information (“PII”) was impacted by the Incident that was discovered on June 2, 2022 (the “Incident”). Excluded from the Settlement Class are: (1) the Judge and Magistrate Judge presiding over the Lawsuits, any members of the Judges’ respective staffs, and immediate members of the Judges’ respective families; (2) officers, directors, members and shareholders of Defendant; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the successors and assigns of any such excluded persons; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Incident or who pleads nolo contendere to any such charge.

C. “Class Counsel” means Laura Van Note of Cole & Van Note, Ryan D. Maxey of Maxey Law Firm, P.A. and Patrick A. Barthle of Morgan & Morgan Complex Business Division.

D. “Claim Deadline” means ninety (90) days from the Class Notice Date, or a date otherwise ordered by the Court.

E. “Claim Form” means the form a Final Settlement Class Member must submit to receive a Settlement Share under this Agreement, substantially similar to **Exhibit 1**.

F. “Class Members” and “Settlement Class Members” mean members of the “Class” and “Settlement Class” as set forth in Paragraph B above.

G. “Class Notice” means the Court-approved form of Notice to the Class posted on the Settlement Website substantially similar to **Exhibit 2** hereto, mutually prepared and agreed upon by the Parties, informing the Class of, among other things, (i) the preliminary approval of the Settlement, (ii) the scheduling of the Final Approval Hearing, (iii) the Settlement benefits available to Final Settlement Class Members, and (iv) their opportunity to participate in, object to or exclude themselves from the Settlement.

H. “Class Notice Date” means thirty (30) calendar days after the Court’s entry of the Preliminary Approval Order.

I. “Class Representatives” means Russell Domitrovich and Thomas Gussie.

J. “Court” means the United States District Court, Eastern District of Virginia.

K. “Defendant’s Counsel” means Elizabeth Scully and Edward J. McAndrew of Baker & Hostetler LLP.

L. “Effective Date” means (a) if there are no objections to the Settlement submitted, or any timely objections have been submitted and then withdrawn before entry of the Final Approval Order, then the date the Court enters the Final Approval Order, or (b) if an objection to the Settlement has been submitted by a member of the Final Settlement Class found by the Court to have standing to object, sixty-five (65) calendar days after the Court enters the Final Approval Order, or (c) if any appeal, writ or other appellate proceeding opposing the Court’s Final Approval Order has been filed by a member of the Final Settlement Class found by the Court to have standing to object, five (5) business days after any appeal, writ or other appellate proceedings opposing the Final Approval Order have been finally and conclusively dismissed with no right to pursue further remedies or relief.

M. “Final Approval Hearing” means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and at which the Court may or may not consider and finally decide approving payment of any Service Award and Plaintiffs’ Counsel’s Fees and Expenses.

N. “Final Approval Order” means the Final Approval Order and separate Judgment of the Court that approves this Settlement Agreement and make such other final rulings as are contemplated by this Settlement Agreement, substantially similar to the order and judgment collectively attached to this Agreement as **Exhibits 4 and 5**, respectively.

O. “Final Settlement Class” refers to all members of the Settlement Class who do not timely and validly exclude themselves from the Class in compliance with the exclusion procedures set forth in this Agreement.

P. “Final Settlement Class Member” refers to a member of the Final Settlement Class.

Q. “Incident” means the data incident first discovered by Defendant on or about June 2, 2022, and announced by Defendant on or about September 14, 2022.

R. “M.C. Dean” means M.C. Dean, Inc.

S. “Objection Date” means sixty (60) days from the Class Notice Date, or a date otherwise ordered by the Court, for members of the Class to object to the Settlement Agreement’s terms or Plaintiff’s Counsel’s Fees and Expenses, and to submit any required statements, proof or other materials and/or argument.

T. “Parties” means Plaintiffs and Defendant.

U. “Plaintiffs” or “Class Representatives” means Russell Domitrovich and Thomas Gussie.

V. “Plaintiffs’ Counsel’s Fees and Expenses” means 33 1/3 percent of the gross settlement amount, or \$250,000, for attorneys’ fees, plus Plaintiff’s counsel’s actual costs, up to a cap of \$15,000, paid from the Settlement Fund, subject to approval of the Court.

W. “Preliminary Approval Order” means the order of the Court preliminarily approving this Settlement Agreement, substantially similar to the order attached as **Exhibit 3**.

X. “Released Claims” means any and all injuries, losses, damages, costs, expenses, compensation, claims, suits, rights, rights of set-off and recoupment, demands, actions obligations, causes of action, and liabilities of any and every kind, nature, type, description, or character, whether known or unknown, contingent or vested, in law or in equity, based on direct or vicarious liability, regardless of legal theory, of plaintiffs or any Class Members that were or could have been asserted (whether individually or on a class-wide basis) based on, relating to, concerning or arising out of the Incident, alleged theft or misuse of PII, or the allegations, facts, or circumstances related to the Incident as described in the Action including, without limitation, any causes of action for or under any data security or breach notification laws and similar consumer protection statutes; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; any federal, state or local statutory or regulatory claims, including but not limited to, the consumer protection laws and unfair and deceptive trade practice laws or other common laws or statutes of all fifty (50) states, U.S. territories, and the United States; and further including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorney’s fees and litigation costs, expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by Plaintiffs or any Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Incident, alleged theft or misuse of PII or the allegations, facts, or circumstances related to the Incident. Released Claims shall include Unknown Claims as defined in Section GG. Released Claims shall not include the claims of Class Members who have timely excluded themselves from the Settlement Class. The Released Claims shall be accorded the broadest preclusive scope and effect permitted by law against the Class Members and this definition of Released Claim is a material term of this Settlement Agreement.

Y. “Released Parties” means M.C. Dean, and its parents, subsidiaries, predecessors, successors, divisions, joint ventures, affiliates and related entities and all of their respective past and present directors, officers, managers, shareholders, employees, partners, principals, agents, attorneys, contractors, insurers, reinsurers, subrogees, assigns and related or affiliated entities.

Z. “Request for Exclusion” means a timely and valid request by any Class Member for exclusion from the Settlement. To the extent any Class Member delivers both a timely and valid Claim Form to the Settlement Administrator and a timely and valid request for exclusion, the request for exclusion will be deemed to be invalid and the Claim Form will be processed.

AA. “Request for Exclusion Deadline” means sixty (60) days from the Class Notice Date, or a date otherwise ordered by the Court, for Class Members to request exclusion from the Settlement.

BB. “Service Award” means the amount to be paid to the Class Representatives to compensate them for the time and effort on behalf of the Class, subject to approval of the Court, and which shall not exceed an amount of five thousand dollars (\$5,000) to each Class Representative.

CC. “Settlement” and “Settlement Agreement” mean the agreement by the Parties to resolve this Action, the terms of which have been memorialized herein.

DD. “Settlement Administrator” means Epiq Global.

EE. “Settlement Share” refers to the payment as calculated in Section IV.E. to which a member of the Final Settlement Class who timely submits a valid Claim Form becomes entitled pursuant to this Settlement. To be timely, a member of the Final Settlement Class must submit a timely and valid Claim Form by the Claim Deadline.

FF. “Settlement Website” means the website (URL to be approved by both parties) to be established by the Settlement Administrator that will inform members of the Settlement Class of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, and shall include in .pdf format and available for download the following: (1) the Class Notice, (2) the Claim Form, (3) the Preliminary Approval Order, (4) this Settlement Agreement, (5) the Complaint, and (6) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide the members of the Settlement Class with the ability to complete and submit the Claim Form electronically.

GG. “Unknown Claims” means any of the Released Claims that any Class Member, including any Plaintiff, does not know or suspect to exist as of the date of the entry of the Preliminary Approval Order that, if known by any of them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs expressly shall have, and each of the other Class Members shall be deemed to have, each of the other Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Class Members, including Plaintiffs, and any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge, and Class Members shall be deemed by operation of the Judgment to have

acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

### **III. REQUIRED EVENTS**

Promptly after execution of this Settlement Agreement by all Parties:

A. Class Counsel and Defendant's Counsel shall take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order and obtain entry of the Final Approval Order. Class Counsel, with M.C. Dean's pre-filing review, shall prepare and file all documents in connection with the Motion for Preliminary Approval and the Motion for Final Approval.

B. In the event that the Court fails to issue the Preliminary Approval Order, or fails to issue the Final Approval Order, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, the Settlement Agreement is voidable at the election of Class Representatives or Defendant with each party returning to their respective pre-settlement posture and without prejudice or waiver to any party's pre-settlement position on any legal or factual issue.

C. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

D. Upon Entry of the Final Approval Order, the Court must enter Judgment in accordance with the terms of this Settlement Agreement, substantially as provided in the Final Approval Order. The Final Approval Order must enjoin the prosecution of any litigation or class action by Plaintiffs or any Class Member related to or arising out of the Complaint and Action.

### **IV. SETTLEMENT TERMS**

A. Settlement Fund: In consideration for the releases contained in this Settlement Agreement, and as a direct result of the Action, and without admitting liability for any of the alleged acts or omissions alleged in the Complaint, and in the interests of minimizing the costs inherent in any litigation, M.C. Dean shall fund a settlement fund in the amount of seven hundred and fifty thousand dollars (\$750,000) (the "Settlement Fund"). No later than thirty (30) calendar days after entry of the Preliminary Approval Order, and upon the receipt of sufficient payment information from the Settlement Administrator, Defendant will advance to the Settlement Administrator the estimated cost of preparing and mailing the Postcard Notice to Class Members. The balance of the amount required by Defendant to be paid to the Settlement Administrator in connection with the Final Approval Order will be due within thirty (30) calendar days of the Effective Date. The Settlement Administrator shall establish a Qualified Settlement Fund (QSF), as defined by 26 C.F.R. 1.468B-1, for the deposit of the payment of the balance of the Settlement

Fund. Under no circumstances will M.C. Dean have any further monetary payment obligation other than the payment of the Settlement Fund. If there is no final approval of the settlement, any amount remaining in the Settlement Fund will be returned to M.C. Dean. There will be no reversion of the Settlement Fund to M.C. Dean for any other reason.

B. Payments from Settlement Fund: The costs of settlement administration, including notice and distributions to members of the Final Settlement Class, the costs of administering the Settlement Fund, and reasonable fees of the Settlement Administrator, Plaintiffs' Counsel's Fees and Expenses and Class Representatives' Service Awards shall be paid exclusively from the Settlement Fund. If there is no final approval of the settlement, any amount remaining in the Settlement Fund will be returned to M.C. Dean. There will be no reversion of the Settlement Fund to M.C. Dean for any other reason.

C. Service Awards to the Class Representatives: Class Counsel will move the Court for a Service Award payment from the Settlement Fund for the Class Representatives in an amount not to exceed five thousand dollars (\$5,000) each to Class Representatives Thomas Gussie and Russell Domitrovich, in recognition of the actions and risks taken by them as the Class Representatives in commencing the Action, both financial and otherwise, and as consideration for their General Release. Defendant will not oppose Class Counsel's request for Service Award payments from the Settlement Fund in these amounts. The Service Awards shall be in addition to the other benefits provided by the Settlement to Final Settlement Class Members. If awarded by the Court, the Settlement Administrator shall pay from the Settlement Fund the Service Awards to the Class Representatives in the manner directed by Class Counsel within thirty-five (35) calendar days after the Effective Date.

D. Payment of Plaintiffs' Attorneys' Fees and Costs: Class Counsel will move the Court for an award of Plaintiffs' Counsel's attorneys' fees to be paid from the Settlement Fund in an amount not to exceed Two Hundred and Fifty Thousand dollars (\$250,000), which is 33 1/3 percent of the Settlement Fund, plus reasonable litigation costs and expenses, up to a cap of Fifteen Thousand dollars (\$15,000). Defendant will not oppose Class Counsel's request for reasonable attorneys' fees and litigation costs from the Settlement Fund in this amount. Class Counsel, in their sole discretion, shall allocate and distribute any amounts of attorneys' fees, costs and expenses awarded by the Court among Plaintiffs' counsel. If awarded by the Court, the Settlement Administrator shall pay from the Settlement Fund any Plaintiffs' Counsel's Fees and Expenses in the amounts awarded by the Court within thirty-five (35) calendar days after the Effective Date. Payment will be made as directed by Class Counsel.

E. Payment of Settlement Share to Class Members: Each member of the Final Settlement Class who submits a timely and valid Claim Form electing the Settlement Share benefit shall be entitled to receive to a pro rata cash distribution payment from the Settlement Fund referred to as the "Settlement Share." As set forth below, the Settlement Fund will be used to pay for: (1) reimbursement for Ordinary and/or Extraordinary Out-of-Pocket Losses and Attested Time, (2) alternative cash payments, (3) notice and administration costs, (4) service award payments approved by the Court, and (5) attorney's fees and expenses awarded by the Court.

Claims for Ordinary and/or Extraordinary Out-of-Pocket Losses and Attested Time will be paid first. Alternative Cash Payments be paid last and will be increased or decreased *pro rata* to

consume the remaining amount of the Settlement Fund after payment for notice and administration costs, service award payments approved by the Court, and attorney' fees and expenses awarded by the Court.

F. Injunctive Relief: To the extent there is no legal, contractual or regulatory need for the information, Defendant agrees to make good faith efforts to encrypt, delete or redact from its Internet-accessible systems any Social Security number or driver's license number of terminated employees who have not been employed by Defendant since January 1, 2013.

G. CAFA Notice: Within ten (10) days of the filing of the Motion for Preliminary Approval, M.C. Dean shall provide notice to state Attorneys General or others as required by 28 U.S.C. § 1715(b).

## V. REQUESTS FOR CASH PAYMENTS BY CLASS MEMBERS

A. Members of the Final Settlement Class will be required to submit a Claim Form to receive a distribution payment from the Settlement Fund referred to as the "Settlement Share." Each Final Settlement Class Member is limited to the submission of one Claim Form and in no event shall a Final Settlement Class Member receive more than one Settlement Share. The Settlement Administrator will issue Settlement Share payments only to Final Settlement Class Members who submit timely and valid Claim Forms electing a Settlement Share. To be entitled to receive a Settlement Share under this Agreement, Class Members must properly complete a Claim Form and timely deliver it to the Settlement Administrator within ninety (90) days from the Class Notice Date. The delivery date for submission of a Claim Form is deemed to be the date (a) the form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by U.S. Mail, or (b) in the case of submission electronically through the Settlement Website, the date the Settlement Administrator receives the form, as evidenced by the transmission receipt. Any Class Member who fails to submit a valid and timely Claim Form will not receive a Settlement Share under this Agreement.

B. All Settlement Class Members may make claims under the Settlement Fund as set forth below:

1. Reimbursement for "Ordinary" Out-of-Pocket Losses and Attested Time.

All Settlement Class Members may submit a claim for Ordinary Out-of-Pocket Losses and Attested Time up to \$500 per individual. Defendant will pay valid and timely submitted claims for each of the following categories:

- a. "Ordinary Out-of-Pocket Losses" are unreimbursed costs or expenditures incurred by a Class Member in responding to notice of the Incident that were incurred between September 14, 2022 and the Claims Deadline, as result of the Incident.
- b. Settlement Class Members who elect to submit a claim for reimbursement of Ordinary Out-of-Pocket Losses must provide to

the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address, (2) documentation supporting their claim, and (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Ordinary Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

- c. Settlement Class Members with Ordinary Out-of-Pocket Losses may also submit a claim for up to 3 hours of time spent remedying issues related to the Incident at a rate of \$35 per hour, but only if at least 1 full hour was spent. Settlement Class Members must provide an attestation and a brief description of (1) the actions taken in response to the Incident and (2) the time associated with each action ("Attested Time"). Reimbursement for Attested Time is included in the total of up to \$500 per person for Out-of-Pocket Losses.

2. **Reimbursement for "Extraordinary" Out-of-Pocket Losses.**

Settlement Class members who believe they have suffered identity theft, fraud, or other extraordinary losses may submit a claim for Extraordinary Out-of-Pocket Losses up to \$8,000 per individual.

- a. "Extraordinary Out-of-Pocket Losses" are proven monetary losses incurred by a Settlement Class Member that are more likely than not caused by the Incident and are losses that are not already covered by one or more of the normal reimbursement categories. Extraordinary Out-of-Pocket Losses are actual, documented, and unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class Member's personal information. The loss must have occurred between September 14, 2022 and the Claims Deadline. The Settlement Class Member must have 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.
- b. Settlement Class Members who elect to submit a claim for reimbursement of Extraordinary Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class member's name and

current address, (2) documentation supporting their claim, and (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Documentation supporting Extraordinary Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

Settlement Class Members seeking out-of-pocket expense reimbursement must complete and submit either a written or online claim form to the Claims Administrator, postmarked or electronically submitted on or before the Claims Deadline. The claim form must be verified by the Settlement Class Member with an attestation that the claimant believes that the losses or expenses claimed were incurred as a result of the Incident.

3. **Alternative Cash Payments.** Settlement Class Members may, in lieu of making a claim for reimbursement of Ordinary and/or Extraordinary Out-of-Pocket Losses and Attested Time, elect to receive a cash payment in an amount equal to approximately \$225 on a claims-made basis. Alternative Cash Payments will be increased or decreased *pro rata*.

C. The Settlement Administrator shall provide Class Counsel and Defendant’s counsel with a weekly report informing them of any and all Claim Forms received by to the Settlement Administrator during each week following the Class Notice Date. The Settlement Administrator must file a Declaration reporting on the mailing of the Class Notice and identifying the number of Claim Forms, Requests for Exclusion and objections received no later than sixteen (16) court days prior to the Final Approval Hearing.

D. Amount of Settlement Share Checks Sent to Class Members: The amount of each Settlement Share check sent to members of the Final Settlement Class who submit a timely and valid Claim Form will be determined by the Settlement Administrator by making a calculation of a pro rata cash distribution payment from the Settlement Fund to all members of the Final Settlement Class who submit a timely and valid Claim Form electing a Settlement Share pursuant to Section IV.E. and V.A. If the Court approves the amounts to be requested for settlement administration, including notice to Class Members and reasonable fees of the Settlement Administrator, Plaintiff’s Counsel’s Fees and Expenses, and Class Representatives’ Service Awards, a Settlement Share check is estimated to be approximately three hundred and four dollars and three cents (\$304.03) if the total number of timely and valid Claim Forms electing a Settlement Share equals one thousand three hundred and sixty five (1,365) (or 3% of the 45,499 Settlement Class Members).

E. Disbursement of Settlement Share Payments: Within sixty (60) days of the Effective Date, the Settlement Administrator will disburse Settlement Share payments to each Final Settlement Class Member who submits a timely and valid Claim Form electing a Settlement Share pursuant to Section IV.E and V.A. For any Settlement Share payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator will make reasonable efforts to find a valid address, including skip tracing, and will resend any returned Settlement Share payment within thirty (30) days after the Settlement Share payment is returned to the Settlement Administrator as undeliverable.

F. Failure to Cash Settlement Share Checks: Absent a demonstration of reasonable circumstances for excuse, any Settlement Share check not cashed within ninety (90) days of issuance (based on the date of the check) will be deemed expired. Any member of the Final Settlement Class who does not cash their Settlement Share check within the aforementioned time period may petition the Settlement Administrator within thirty (30) days of the expiration of their uncashed check to reissue their Settlement Share check, and the Settlement Administrator will issue a new check. Members of the Final Settlement Class are entitled to only one petition on this basis, and any Settlement Share check reissued for such reasonable circumstances will expire within thirty (30) days of issuance (based on the date of the check). Final Settlement Class Members who do not timely cash their Settlement Share checks and who fail to petition for a reissuance of the uncashed Settlement Share check will be considered as having waived any right to a cash payment under the Settlement Agreement but will still be able to obtain other benefits provided by the Settlement. In no event will a Final Settlement Class Member be permitted to cash a check once the value of uncashed checks has been paid to a *cy pres* organization (pursuant to Section V.G.).

G. Payment of Uncashed Checks to a Cy Pres Organization (if necessary): The total amount of uncashed Settlement Share checks will be paid to a charitable organization to be agreed upon by M.C. Dean and Class Counsel, and approved by the Court, for the provision of services to victims of identity theft and fraud-related crimes or, alternatively, to a charitable organization that conducts services the Court deems appropriate given the facts underlying the Action.

## **VI. SETTLEMENT ADMINISTRATION**

A. Engagement of Settlement Administrator. Promptly upon entry of the Preliminary Approval Order (if not sooner), the Parties shall engage Epiq Global as the Settlement Administrator, which shall be paid reasonable fees, estimated not to exceed \$80,620, exclusively from the Settlement Fund.

B. Class Member Information. No later than thirty (30) days after entry of the Preliminary Approval Order, M.C. Dean shall provide the Settlement Administrator with Settlement Class Member information necessary for the Settlement Administrator to mail the Postcard Notice to Settlement Class Members.

C. Duties of Settlement Administrator. In addition to other duties as set forth in this Agreement, the Settlement Administrator shall be solely responsible for the following:

1. Preparing, printing, and disseminating the Postcard Notice to Class Members;
2. No later than the Class Notice Date, sending by First Class Mail the Postcard Notice to all known Class Members. The Parties agree to use their best efforts and to work cooperatively to obtain the best practicable Class Member contact information prior to the date of mailing of the first Postcard Notice. For those Postcard Notices that are returned as undeliverable with a forwarding address, the Settlement Administrator will forward the Postcard Notice to the new address. For those Postcard Notices that are returned as undeliverable with no forwarding address, the Settlement Administrator will run a skip trace in an attempt to obtain a current address and re-mail Postcard Notices to any current addresses it locates;
3. From the date of mailing of the first Postcard Notice, and thereafter for six (6) months after the Effective Date, maintaining (i) the Settlement Website, and (ii) an 800 number with recorded answers to commonly asked settlement questions, the ability to leave a message and request a call back, and reference to the Settlement Website;
4. Keeping track of Requests for Exclusion, including maintaining the original mailing envelope in which each request was mailed;
5. Keeping track of Claim Forms, including maintaining the original mailing envelope in which each form was mailed;
6. Keeping track of objections, including maintaining the original mailing envelope in which each objection was mailed;
7. Keeping track of all other communications from Class Members, including maintaining the original mailing envelope in which any communication was mailed;
8. Maintaining adequate records of its activities, including the dates of each mailing of Class Notices, returned mail and other communications, and attempted written or electronic communications with Class Members;
9. Promptly furnishing to counsel for the Parties (i) copies of any Requests for Exclusion, (ii) copies of any objections, and (iii) all other written or electronic communications received from Class Members;
10. Determining whether Requests for Exclusion comply with the terms of this Agreement and are timely and valid and effective to exclude the submitting Class Member from the Class;

11. Determining whether Claim Forms comply with the terms of this Agreement and are timely and valid;
12. Promptly preparing and distributing any rejection of a Request for Exclusion to the submitting Class Member. Rejections shall set forth the reasons for rejection, including the reason(s) the Request for Exclusion fails to comply with the terms of this Agreement;
13. Promptly preparing and distributing notices of deficiencies to the submitting Class Member that set forth the reasons their Claim Form is deficient, including the reason(s) the Claim Form fails to comply with the terms of this Agreement;
14. Delivering to the Parties' counsel in a reasonably timely manner, but in no event later than sixteen (16) court days before the Final Approval Hearing, a written report concerning all Requests for Exclusion (valid and invalid), all Claim Forms (valid and deficient), and all objections;
15. Establishing a Qualified Settlement Fund (QSF), as defined by 26 C.F.R. 1.468B-1, for the deposit of the Settlement Fund payment, ensuring that all taxes associated with the administration of the Settlement Fund are timely paid to the appropriate tax authorities and all tax filings are timely filed, which taxes shall be paid from the Settlement Fund;
16. Determining the Settlement Share of each member of the Final Settlement Class in accordance with this Agreement;
17. Preparing a list of Final Settlement Class Members;
18. No later than sixty (60) days after the Effective Date, distributing the Settlement Share of each Final Settlement Class Member who submitted a timely and valid Claim Form by electronic payment or sending a check by First Class Mail to each such member in the amount of the Settlement Share;
19. No later than thirty-five (35) calendar days after the Effective Date, distributing any Service Award approved by the Court in the amount of the award approved by the Court to their attorneys of record;
20. No later than thirty-five (35) days after the Effective Date, preparing and distributing, in accordance with this Agreement and the Final Approval Order, Plaintiff's counsel's reasonable attorneys' fees and costs as directed by Class Counsel; and
21. Confirming in writing its completion of the administration of the Settlement.

D. Costs of Settlement Administration. All expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Postcard Notice, Settlement

Website, and toll-free telephone line, the cost of distributing and administering the benefits of the Settlement Agreement, and the Settlement Administrator's reasonable fees shall be paid to the Settlement Administrator from the Settlement Fund, subject to the approval of the Court.

## **VII. REQUESTS FOR EXCLUSION BY CLASS MEMBERS**

A. Any Class Member may make a Request for Exclusion by mailing such request in writing to the Settlement Administrator at the address set forth in the Class Notice. Any Request for Exclusion must be postmarked no later than sixty (60) days after the Class Notice Date or such other date specified in the Court's Preliminary Approval Order. The Request for Exclusion shall (i) state the Class Member's full name and current address, and be personally signed, and (ii) specifically state his or her desire to be excluded from the Settlement and from the Class. Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Class Member being bound by the terms of the Settlement.

B. Any Class Member who submits a timely Request for Exclusion may not make any objections to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

C. The Settlement Administrator shall provide Class Counsel and Defendant's counsel with a weekly report informing them of any Requests for Exclusion received by the Settlement Administrator during each week following the Class Notice Date. The Settlement Administrator must provide Class Counsel with a declaration identifying all Class Members who requested exclusion from the Settlement and indicating those requests that were untimely no later than sixteen (16) court days prior to the Final Approval Hearing. Class Counsel will file with the Court and serve M.C. Dean with the declaration along with their motion for final approval of the Settlement.

D. No Party will solicit or encourage Requests for Exclusion. Any attempt to do so by Plaintiffs or Defendant will be deemed a breach of this Settlement Agreement.

## **VIII. OBJECTIONS TO SETTLEMENT BY CLASS MEMBERS**

A. Any Class Member may make an objection to the proposed Settlement by mailing a letter to the Settlement Administrator at the address set forth in the Class Notice. Any objection to be considered valid must be mailed and postmarked no later than the Objection Date, i.e., sixty (60) days from the Class Notice Date. Any Class Member who has submitted a Request for Exclusion may not submit any objections or speak at the Final Approval Hearing.

B. To state a valid objection to the Settlement, an objecting Class Member must mail a letter to the Settlement Administrator setting forth all of the following information in writing: (i) the objector's full name, current address, current telephone number, and be personally signed, (ii) the case name and case number—*Russell Domitrovich and Thomas Gussie v. M.C. Dean, Inc.*, Case No. 1:23-cv-00210 (United States District Court, Eastern District of Virginia), (iii) documentation sufficient to establish membership in the Class, such as a copy of the Postcard Notice he or she received, (iv) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position, (v) copies of any other documents that the objector

wishes to submit in support of his/her position, (vi) whether the objecting Class Member intends to appear at the Final Approval Hearing, and (v) whether the objecting Class Member is represented by counsel and, if so, the name, address, and telephone number of his/her counsel.

C. Subject to approval of the Court, any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court. By this provision, the Parties are not waiving and are expressly preserving their right to contest any appearance by an objector on any grounds, or from asserting any and all other potential defenses and privileges to any such appearance.

D. The agreed-upon procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Class Members. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to submit the objections to the Settlement Administrator at the address set forth in the Class Notice, by no later than the Objection Date.

E. Class Counsel will defend the Court's Final Approval Order and any related orders in the event of an appeal.

## **IX. RELEASE OF CLAIMS**

A. Upon the Effective Date, Plaintiffs and Class Members who fail to timely make a Request for Exclusion from the Settlement, shall be deemed to have, and by operation of the Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished and discharged Defendant and Released Parties from any and all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, on their own behalf or on behalf of any other class or other person or entity, as a member of or on behalf of the general public or in any capacity be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action, regulatory action, arbitration, or court or other proceeding in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim is asserted.

B. Plaintiffs and Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code with respect to the Released Claims. Section 1542 of the California Civil Code provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

C. Upon the Effective Date, M.C. Dean shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Settlement Class Members, and Plaintiffs' counsel of all claims based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for enforcement of the Settlement Agreement and

except as to Class Members who submit a timely and valid Request for Exclusion from the Settlement.

D. This Settlement Agreement does not affect the rights of Class Members who submit a timely and valid Request for Exclusion from the Settlement.

E. Upon issuance of the Final Approval Order (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members, except those who have opted out in accordance with the provisions hereof, (ii) Defendant and Released Parties shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Action except as set forth herein, and (iii) Class Members shall be permanently barred from initiating, asserting or prosecuting any and all Released Claims against Defendant and Released Parties.

#### **X. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

A. Class Counsel represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid and binding obligation.

B. M.C. Dean, through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by M.C. Dean of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by M.C. Dean. This Settlement Agreement has been duly and validly executed and delivered by M.C. Dean and constitutes its legal, valid and binding obligation.

#### **XI. MISCELLANEOUS PROVISIONS**

A. This Settlement Agreement is not to be used in evidence (except in connection with obtaining approval of this Settlement Agreement and enforcing its terms) and shall not at any time be construed or deemed to be any admission or concession by M.C. Dean with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. M.C. Dean specifically denies all of the allegations made in connection with the Action. Neither this Settlement Agreement nor any class certification pursuant to it shall constitute, in this or in any other proceeding, an admission by M.C. Dean, or evidence or a finding of any kind, that any requirement for class certification is satisfied with respect to the Action, or any other litigation, except for the limited purpose of settlement pursuant to this Settlement Agreement. This Settlement Agreement also is made with the Parties' express understanding and agreement that if for any reason this Settlement is not approved by the Court, M.C. Dean may continue to contest and deny that any class, including the proposed Settlement Class, is suitable for certification as a class under the law of any jurisdiction.

B. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Final Approval Order is not entered, or a Final Approval Order

is subsequently reversed on appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Action, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into.

C. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

D. Capitalized words, terms and phrases are used as defined in Section II, above.

E. This Settlement Agreement may not be modified or amended except in writing and signed by all of the Parties.

F. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

G. Except as otherwise provided in this Settlement Agreement, each Party shall bear his, her or its own costs of the Action.

H. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in any of the Settlement papers.

I. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the release. The Final Approval Order will provide that the Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of this Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to this Settlement Agreement as provided herein, and allowing for discovery related to objectors, if any.

J. The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

K. This Settlement Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the Settlement of the Action.

L. The Parties agree that any unresolved disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved, shall be submitted to the Court for resolution.

M. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, or default, from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement, and to modify or supplement any notice contemplated hereunder.

N. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Agreement shall not be deemed a waiver of any provision of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

O. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

Laura Van Note  
lvn@colevannote.com  
Cole & Van Note  
555 12<sup>th</sup> St., Suite 2100  
Oakland, CA 94607

Ryan D. Maxey  
ryan@maxeyfirm.com  
Maxey Law Firm, P.A.  
107 N. 11th St. #402  
Tampa, Florida 33602

For M.C. Dean:

Edward J. McAndrew  
Baker & Hostetler LLP  
1735 Market Street, Suite 3300  
Philadelphia, PA 19103-7501  
emcandrew@bakerlaw.com  
Telephone: (215) 568-3100

IN WITNESS WHEREOF, Plaintiffs and M.C. Dean, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 12/18/2023

*Russell Domitrovich*  
ID U3YP3GrfBVnMLXpbP7Xnmgnb

Russell Domitrovich  
Plaintiff

Dated: 1/22/2024

*Laura Van Note*  
ID 6cFsoXFVLAfL6x3RZT6wPcVb

Laura Van Note, Esq.  
Cole & Van Note  
**Attorneys for Plaintiff Russell Domitrovich**

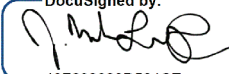
Dated: \_\_\_\_\_

Thomas Gussie  
Plaintiff

Dated: \_\_\_\_\_

Ryan D. Maxey, Esq.  
Maxey Law Firm, P.A.  
**Attorneys for Thomas Gussie**

Dated: 1/25/2023

DocuSigned by:  
  
40F609890D564CE...

J. Michael Littlejohn

Print: Senior Vice President & General Counsel  
As the Duly Authorized Corporate Representative of  
Defendant M.C. Dean, Inc.

Dated: 1/26/2023



Edward J. McAndrew  
Baker Hostetler LLP  
**Attorney for Defendant**  
**M.C. Dean, Inc.**

following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

Laura Van Note  
lvn@colevannote.com  
Cole & Van Note  
555 12<sup>th</sup> St., Suite 2100  
Oakland, CA 94607

Ryan D. Maxey  
ryan@maxeyfirm.com  
Maxey Law Firm, P.A.  
107 N. 11th St. #402  
Tampa, Florida 33602

For M.C. Dean:

Edward J. McAndrew  
Baker & Hostetler LLP  
1735 Market Street, Suite 3300  
Philadelphia, PA 19103-7501  
emcandrew@bakerlaw.com  
Telephone: (215) 568-3100

IN WITNESS WHEREOF, Plaintiffs and M.C. Dean, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Russell Domitrovich  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
Laura Van Note, Esq.  
Cole & Van Note  
**Attorneys for Plaintiff Russell Domitrovich**

Dated: 17 January 2024

Thomas Gussie  
Thomas Gussie  
Plaintiff

January 18, 2024  
Dated: \_\_\_\_\_

R D Maxey  
Ryan D. Maxey, Esq.  
Maxey Law Firm, P.A.  
**Attorneys for Thomas Gussie**

Dated: \_\_\_\_\_

Print: \_\_\_\_\_  
As the Duly Authorized Corporate Representative of  
Defendant M.C. Dean, Inc.

## eSignature Details

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|                   |                                 |
|-------------------|---------------------------------|
| <b>Signer ID:</b> | <b>6cFsoXFvLAfL6x3RZT6wPcVb</b> |
| Signed by:        | Laura Van Note                  |
| Sent to email:    | lvn@colevannote.com             |
| IP Address:       | 50.213.44.97                    |
| Signed at:        | Jan 22 2024, 11:38 am PST       |

# **EXHIBIT 1**





**CLAIM INFORMATION**

*Section A. Confirm Your Eligibility*

**Did you receive a unique Claim Number indicating that you may be a member of the Settlement Class?**

Yes  No

*If yes, continue to the next question. If no, you are not a member of the Settlement Class and do not qualify to file a Claim.*

**Did you suffer any financial expenses or other financial losses that you believe was as a result of the Incident or did you spend time remedying the issues related to the Incident? For example, did you sign up and pay for a credit monitoring service, hire and pay for a professional service to remedy identity theft, etc., or spend time monitoring credit, resolving disputes for unauthorized transactions, freezing or unfreezing your credit, remedying a falsified tax return, etc. as a direct result of or attributed to the Incident?**

Yes  No

*If yes, you may be eligible to fill out **Section B** of this form and provide corroborating documentation.*

## Section B.

### Reimbursement for Ordinary Losses and Attested Lost Time

*If you suffered verifiable financial losses that are reasonably traceable to the Incident or spent time remedying the issues related to the Incident, you may be eligible to receive a payment to compensate you for the losses and inconveniences suffered and lost time spent that are fairly traceable to the Incident.*

*If it is verified that you meet all the criteria described in the Settlement Agreement, and you **submit** proof of your losses and the dollar amount of those losses, you will be eligible to receive a payment compensating you for your documented losses of up to **\$500.00**. Examples of what can be used to prove your losses include: receipts, account statements, etc. You may also prove losses by submitting information in the claim form that describes time spent remedying suspected identity theft, fraud, or misuse of personal information and/or other issues reasonably traceable to the Incident. You will be required to provide an attestation as to the time you spent remedying issues related to the Incident. If you submit this information, you will be eligible for a payment of up to **\$35.00 per hour, for up to 3 hours**. Examples of what can be used to account for your losses related to time spent remedying issues related to the Incident include: time spent monitoring credit, resolving disputes for unauthorized transactions, freezing or unfreezing your credit, remedying a falsified tax return, etc.*

*Providing adequate proof of your losses does not guaranty that you will be entitled to receive the full amount claimed. All Claims will also be subject to an aggregate maximum payment amount, as explained in the Settlement Agreement. If the amount of losses claimed exceeds the maximum amount of money available under the Settlement Agreement, then the payment for your Claim will be reduced on a pro rata basis. If you would like to learn more, please review the Settlement Agreement for further details.*

*Payment for your losses will be paid directly to you electronically, unless you request to be paid by check as indicated below.*

For each loss that you believe can be traced to the Incident, please provide a description of the loss, the date of the loss, the dollar amount of the loss, and the type of documentation you will be submitting to support the loss. **You must provide ALL this information for this Claim to be processed.** Supporting documents must be submitted electronically. Please do so as part of this Claim Form at [\[Insert Website\]](#) and provide the additional information required below. **If you fail to provide sufficient supporting documents, the Settlement Administrator will deny Your Claim.** Please provide only copies of your supporting documents and keep all originals for your personal files. The Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator’s privacy policy is available at [\[Insert Website\]](#). With the exception of your name, mailing address, email address, and phone number, supporting documentation will not be provided to Defendant in this action. Please do not directly communicate with M.C. Dean regarding this matter. All inquiries are to be sent to the Claims Administrator.

*Examples of such losses include payments for identity theft protection or credit monitoring you made which are reasonably traceable to the Incident, financial losses due to stolen identity traceable to the Incident, etc. These are only examples and do not represent a complete list of losses eligible for compensation. Please provide a description of any loss that you claim was the result of the Incident.*

*Examples of documentation include receipts for identity theft protection services, etc.*

| Description of the Loss  | Date of Loss                | Amount          | Type of Supporting Documentation               |
|--|-----------------------------|-----------------|--|
| Example:<br>Identity Theft Protection Service                            | 0 7 - 1 7 - 2 0<br>MM DD YY | \$50.00         | Copy of identity theft protection service bill |
| Example:<br>Fees paid to a professional to remedy a falsified tax return | 0 2 - 3 0 - 2 1<br>MM DD YY | \$25.00         | Copy of the professional services bill         |
|  | MM - DD - YY                | \$ _____ . ____ |  |
|  | MM - DD - YY                | \$ _____ . ____ |  |
|  | MM - DD - YY                | \$ _____ . ____ |  |
|  | MM - DD - YY                | \$ _____ . ____ |  |
|  | MM - DD - YY                | \$ _____ . ____ |  |
|  | MM - DD - YY                | \$ _____ . ____ |  |
|  | MM - DD - YY                | \$ _____ . ____ |  |
|  | MM - DD - YY                | \$ _____ . ____ |  |
|  | MM - DD - YY                | \$ _____ . ____ |  |
|  | MM - DD - YY                | \$ _____ . ____ |  |

**Reimbursement for Attested Time:**

Settlement Class Members may submit a claim for up to three hours of time spent remedying identity theft, fraud, misuse of personal information, credit monitoring or freezing credit reports, and/or other issues reasonably traceable to the Incident at \$35.00 per hour. **Three hours of lost time may be reimbursed if you provide an attestation as to the time you spent remedying issues related to the Incident.**

If you spent time remedying issues related to the Incident, including at least one (1) full hour, please list the number of hours you spent here: \_\_\_\_\_.

By checking the below box, I hereby declare under penalty of perjury under the laws of the State of Washington that the information provided in this Claim Form to support my seeking relief for Attested Time (up to \$105.00) is true and correct.

- Yes, I understand that I am submitting this Claim Form and the affirmations it makes as to my seeking relief for Attested Time under penalty of perjury. I further understand that my failure to check this box may render my Claim for Attested Time null and void.**

**Compensation for Extraordinary Losses**

In the alternative to compensation for Ordinary Losses and Attested Lost Time (or the Alternative Cash Payment), you are also eligible to receive reimbursement for documented Extraordinary Losses, not to exceed \$8,000 for documented monetary loss that is, *inter alia*, arising from financial fraud or identity theft if:

- (1) The loss is an actual, documented, and unreimbursed monetary loss;
- (2) The loss is more likely than not caused by the Incident;
- (3) The loss occurred during the period from September 14, 2022, through and including the end of the applicable claims period;
- (4) The loss is not already covered as an “Ordinary Loss” as described above; and
- (5) You provide documentation that you made reasonable efforts to avoid, or seek reimbursement for, the losses, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

For each loss that you believe is more likely than not caused by the Incident, please provide a description of the loss, the date of the loss, the dollar amount of the loss, and the type of documentation you will be submitting to support the loss. **You must provide ALL this information for this Claim to be processed.** Supporting documents must be submitted electronically. Please do so as part of this Claim Form at [\[Insert Website\]](#) and provide the additional information required below. **If you fail to provide sufficient supporting documents, the Settlement Administrator will deny Your Claim.** Please provide only copies of your supporting documents and keep all originals for your personal files. The Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator’s privacy policy is available at [\[Insert Website\]](#). With the exception of your [DEFENDANT] name, mailing address, email address, and phone number, supporting documentation will not be provided to Defendant in this action. Please do not directly communicate with M.C. Dean regarding this matter. All inquiries are to be sent to the Claims Administrator.

| Description of the Loss                     | Date of Loss  | Amount | Type of Supporting Documentation |   |    |  |   |   |   |    |    |  |    |  |  |  |  |    |    |  |    |  |  |  |  |         |                  |
|---|---|--------|----------------------------------|---|----|--|---|---|---|----|----|--|----|--|--|--|--|----|----|--|----|--|--|--|--|---------|------------------|
| Example:<br>Unauthorized credit card charge | <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 25%;">0</td> <td style="width: 25%;">7</td> <td style="width: 25%;">-</td> <td style="width: 25%;">1</td> <td style="width: 25%;">7</td> <td style="width: 25%;">-</td> <td style="width: 25%;">2</td> <td style="width: 25%;">0</td> </tr> <tr> <td>MM</td> <td>DD</td> <td></td> <td>YY</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>MM</td> <td>DD</td> <td></td> <td>YY</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> | 0      | 7                                | - | 1  | 7  | - | 2 | 0 | MM | DD |  | YY |  |  |  |  | MM | DD |  | YY |  |  |  |  | \$50.00 | Letter from Bank |
| 0   | 7   | -      | 1                                | 7 | -  | 2  | 0 |   |   |    |    |  |    |  |  |  |  |    |    |  |    |  |  |  |  |         |                  |
| MM  | DD  |        | YY                               |   |    |  |   |   |   |    |    |  |    |  |  |  |  |    |    |  |    |  |  |  |  |         |                  |
| MM  | DD  |        | YY                               |   |    |  |   |   |   |    |    |  |    |  |  |  |  |    |    |  |    |  |  |  |  |         |                  |
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|   |   |        |                                  |   |    |  |   |   |   |    |    |  |    |  |  |  |  |    |    |  |    |  |  |  |  |         |                  |
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### **Alternative Cash Payment**

In the alternative to compensation for Ordinary Losses and Attested Lost Time and/or Extraordinary Losses, Class Members may make a claim for a cash payment of approximately two hundred and twenty-five hundred dollars (\$225.00).

By checking the below box, I choose a cash payment of \$225.00 in the alternative to compensation for Ordinary Losses and Attested Time and/or Extraordinary Losses.

- Yes, I choose a cash payment of approximately \$225.00 in the alternative to compensation for Ordinary Losses and Attested Time and/or Extraordinary Losses.**

**Section C. Payment**

You will receive payment for your losses under this Settlement electronically. If you do not wish to receive an electronic payment, payment for your losses will be paid in the form of a check sent to the mailing address you provided above.

Please check the box if you **do not** want to receive your payment electronically:

If you wish to receive an electronic payment, you may receive it in the following manners:

[Settlement Administrator to provide for electronic payment manners and instructions]

**Section D. Settlement Class Member Affirmation**

By submitting this Claim Form and checking the box below, I declare that I received notification from M.C. Dean that I have been identified as a potential Settlement Class Member. As I have submitted claims of losses due to the Incident, I declare that I suffered these losses.

I understand that my Claim and the information provided above will be subject to verification.

I also understand that I may not be entitled to recover under this Settlement if I am employed by and/or affiliated with the Judge or Magistrate presiding over this action, and/or am employed by the Defendant or anyone acting on their behalf.

By submitting this Claim Form, I certify that any documentation that I have submitted in support of my Claim consists of unaltered documents in my possession.

**Yes, I understand that my failure to check this box may render my Claim null and void.**

Please include your name in both the Signature and Printed Name fields below.

Signature:

Date:      
MM DD  
YY

Printed Name:

**IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE RECEIVED ONLINE AT [INSERT WEBSITE] NO LATER THAN [60 days after the Class Notice Date].**

## **EXHIBIT 2**

NOTICE OF CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF VIRGINIA  
*Russell Domitrovich and Thomas Gussie v. M.C. Dean, Inc.*, Case No. 1:23-cv-00210

**To: All individuals identified by M.C. Dean, Inc. (“M.C. Dean”) and to whom M.C. Dean sent notice on or about September 14, 2022 that their information may have been impacted in the Incident, defined below.**

A proposed settlement has been reached in a class action lawsuit titled, *Domitrovich and Gussie v. M.C. Dean, Inc.* No. 23-cv-00210 (E.D. Va.) (the “Lawsuit”). The lawsuit asserts claims against Defendant M.C. Dean (“Defendant”) related to a security incident about which Defendant notified potentially impacted individuals in September 2022 (the “Incident”). Defendant denies all of the claims and denies that it did anything wrong.

The settlement offers payments and identity-theft protection to all individuals in the United States (1) whose personal identifying information was stored, possessed or controlled by M.C. Dean, and (2) who were affected by the M.C. Dean data security incident that Defendant sent notification of in September 2022 (“Settlement Class Members”). Certain of the amounts paid will depend upon how many people submit valid claims but initially are set at the following amounts:

- (1) An Alternative Cash Payment of **\$225 or, in the alternative,** (2) an award of up to **\$500** for any Ordinary Out-of-Pocket losses, including Attested Time spent remedying issues related to the Incident at a rate of \$35 per hour, for up to three hours, and/or (3) if you experienced unreimbursed unauthorized or fraudulent charges or out of pocket expenses which you believe in good faith were fairly traceable to the Incident, you may **also** file a claim for an “Extraordinary” Reimbursement Award of up to **\$8,000**, as explained below.

If you are a Settlement Class Member, your options are:

|   |  |
|---|--|
| <b>SUBMIT A CLAIM FORM DEADLINE:</b><br>_____ | You must submit a valid claim form to receive a payment from this Settlement.  |
| <b>DO NOTHING</b>                             | You will receive no payment and will no longer be able to sue Defendant over the claims resolved in the settlement.  |
| <b>EXCLUDE YOURSELF DEADLINE:</b><br>_____    | You may exclude yourself from this settlement and keep your right to sue separately. If you exclude yourself, you receive no payment. Exclusion instructions are provided in this Notice.  |
| <b>OBJECT DEADLINE:</b><br>_____              | If you do not exclude yourself, you may write to the Court to comment on or detail why you do not like the settlement by following the instructions in this Notice. The Court may reject your objection. You must still file a claim if you desire any monetary relief under the settlement. |

The Court must give final approval to the settlement before it takes effect, but has not yet done so. No payments will be made until after the Court gives final approval and any appeals are resolved.

**Please review this Notice carefully.** You can learn more about the settlement by visiting [www. .com](http://www. .com) or by calling [1-800-XXX-XXXX](tel:1-800-XXX-XXXX).

### **Further Information about this Notice and the Lawsuits**

1. *Why was this Notice issued?*

Settlement Class Members are eligible to receive payment from a proposed settlement of the Lawsuit. The Court overseeing the Lawsuit authorized this Notice to advise Settlement Class Members about the proposed settlement that will affect their legal rights. This Notice explains certain legal rights and options Settlement Class Members have in connection with the settlement.

2. *What is the Lawsuit about?*

The Lawsuit is a proposed class action lawsuit brought on behalf of certain individuals whose information may have been accessed and exfiltrated by unauthorized individuals as part of the Incident. The affected information may include names, dates of birth, driver's license numbers and Social Security numbers.

The Lawsuit claims Defendant is legally responsible for the Incident and asserts various legal claims, including negligence, breach of implied contract and a declaratory judgment claim. Defendant denies these claims and denies that it did anything wrong.

3. *Why is the Lawsuit a class action?*

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all of these people are the "class" and each individually is a "class member." There are two Representative Plaintiffs in this case: Russell Domitrovich and Thomas Gussie. The class in this case is referred to in this Notice as the "Settlement Class."

4. *Why is there a settlement?*

The Representative Plaintiffs in the Lawsuit, through their attorneys, investigated the facts and law relating to the issues in the Lawsuit. The Representative Plaintiffs and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Representative Plaintiffs' claims or Defendant's defenses have any merit, and it will not do so if the proposed settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive compensation. The settlement does not mean that Defendant did anything wrong, or that the Representative Plaintiffs and the Class would or would not win their case if it were to go to trial.

### **Terms of the Proposed Settlement**

5. *Who is in the Settlement Class?*

The Settlement Class is defined by the Court as all individuals whose Personal Identifying Information ("PII") was impacted by the Incident that was discovered on June 2, 2022 (the "Incident"). Excluded from the Settlement Class are: (1) the Judge and Magistrate Judge presiding over the Lawsuits, any members of the Judges' respective staffs, and immediate members of the

Judges' respective families; (2) officers, directors, members and shareholders of Defendant; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the successors and assigns of any such excluded persons; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Incident or who pleads nolo contendere to any such charge.

6. *What are the terms of the settlement?*

The proposed settlement would create a Settlement Fund of \$750,000 that would be used to pay all costs of the settlement, including: (i) payments to Settlement Class Members who submit valid claims, (ii) costs of administration and notice (approximately \$ ), (iii) any attorneys' fees and costs awarded by the Court to Class Counsel (up to \$250,000 plus litigation costs and expenses of up to \$15,000), and (iv) any service awards to the Representative Plaintiffs awarded by the Court (up to \$10,000 total). The settlement also releases all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Incident, as detailed in the Class Settlement Agreement and Release.

7. *What claims are Settlement Class Members giving up under the settlement?*

Settlement Class Members who do not validly exclude themselves from the settlement will be bound by the Class Settlement Agreement and Release and any final judgment entered by the Court, and will give up their right to sue Defendants for the claims being resolved by the settlement, including all claims or potential claims of Settlement Class Members against Defendants arising from or related to the Incident. The claims that Settlement Class Members are releasing are described in Sections II.X, II.GG and IX of the Class Action Settlement Agreement and Release and the persons and entities being released from those claims are described in Section II.Y of the Class Action Settlement Agreement and Release. Section IX of the Class Settlement Agreement and Release explains when such releases will occur.

**Payments to Settlement Class Members**

8. *What kind of payments can Settlement Class Members receive?*

Settlement Class Members who submit valid claims and any required documentation may receive one or more of the following, to be paid from the Settlement Fund: (1) an Alternative Cash Payment of approximately \$225, or (2) an out-of-pocket Reimbursement Award. Depending on how many valid claims are submitted, the amounts of the Alternative Cash Payment will be adjusted upward or downward proportionally among Settlement Class Members submitting valid claims for those awards, as explained further below in Question 11.

9. *What is the Alternative Cash Payment?*

In the alternative to an out-of-pocket Reimbursement Award, every Settlement Class Member is eligible to receive a \$225 Alternative Cash Payment, regardless of whether he or she experienced any unauthorized charges or identifiable losses related to the Incident. Settlement Class Members seeking an Alternative Cash Payment must provide the information required on the Claim Form. The \$225 Alternative Cash Payment is subject to upward or downward adjustment as described below in Question 11.

Eligibility for any award, including the Alternative Cash Payment, is within the discretion of the Claims Administrator as outlined in Paragraph 16.

*10. What is a Reimbursement Award?*

Settlement Class Members who, at any time from September 14, 2022 to the Claims Deadline, suffered from verifiable financial losses that are reasonably traceable to the Incident or spent time remedying the issues related to the Incident, are eligible to receive an Ordinary Reimbursement Award of up to \$500 as reimbursement for those charges and expenses. The following types of out-of-pocket expenses may be claimed:

- actual, documented and unreimbursed costs, expenses or charges incurred addressing or remedying identity theft, fraud, or misuse of personal information and/or other issues reasonably traceable to the Incident. This can include Attested Time for up to 3 hours, at \$35 per hour, for time spent addressing or remedying issues related to the Incident, including time spent monitoring credit, resolving disputes for unauthorized transactions, freezing or unfreezing your credit, remedying a falsified tax return, etc.

Settlement Class Members who experienced unauthorized or fraudulent charges or extraordinary documented out-of-pocket losses that are fairly traceable to the Incident and are losses that are not already covered by one or more of the Ordinary Reimbursement categories are eligible to receive an Extraordinary Reimbursement Award of up to \$8,000 as reimbursement for those charges and expenses. The following types of out-of-pocket expenses may be claimed:

- actual, documented, and unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class Member's personal information. The loss must have occurred between September 14, 2022 and the Claims Deadline.

You cannot recover for emotional distress. Claimants must exhaust all available credit monitoring insurance and identity theft insurance before seeking a Reimbursement Award. Settlement Class Members seeking a Reimbursement Award must provide the information and documents required on the Claim Form.

*11. When and how will the amount of settlement payments be adjusted?*

The amounts paid for all Alternative Cash Payments will be adjusted upward or downward from the amounts listed in Question 9 depending on how many Settlement Class Members submit valid claims.

If the total dollar value of all valid claims is less than the amount of money available in the Settlement Fund for payment of those claims, the amounts for Alternative Cash Payments will be adjusted upward proportionally among all valid claims for those awards, until the amounts remaining in the Settlement Fund are exhausted (or as nearly as possible).

If the total dollar value of all valid claims is more than the amount of money available in the Settlement Fund for payment of those claims, the amount of the payments for Alternative Cash

Payments will be adjusted downward proportionally among all Settlement Class Members who submitted valid claims for Alternative Cash Payments.

12. *What happens after all claims are processed and there are funds remaining?*

If there are any funds remaining after all valid claims are processed and the time to cash any payment checks has passed, those funds shall be distributed as directed by the Court, including potential distribution to a charitable organization. No remaining funds will be returned to Defendants.

### **Your Options as a Settlement Class Member**

13. *If I am a Settlement Class Member, what options do I have?*

If you are a Settlement Class Member, you do not have to do anything to remain in the settlement. **However, if you wish to seek an award under the settlement, you must complete and submit a Claim Form postmarked or submitted online at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) by [INSERT DATE].**

If you do not want to give up your right to sue Defendant about the Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 17 below for instructions on how to exclude yourself.

If you wish to object to the settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and submit a written objection. See Question 20 below for instructions on how to submit an objection.

14. *What happens if I do nothing?*

If you do nothing, you will get no award from this settlement. Unless you exclude yourself, after the settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants related to the claims released by the settlement.

15. *How do I submit a claim?*

You may complete the Claim Form online at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). You may also obtain a paper Claim Form by downloading it at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or by calling the claims administrator at **[INSERT TOLL-FREE NUMBER]**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or mail them to: **[INSERT CLAIMS MAILING ADDRESS]**.

16. *Who decides my settlement claim and how do they do it?*

The Claims Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

17. *How do I exclude myself from the settlement?*

To opt out of the settlement you must make a signed, written request that (i) says you wish to exclude yourself from the Settlement Class in these Lawsuits, and (ii) includes your full name, current address and be personally signed. You must mail your request to this address:

**[INSERT REQUEST FOR EXCLUSION MAILING ADDRESS]**

Your request must be postmarked by **[INSERT DATE]**.

18. *If I exclude myself, can I receive any payment from this settlement?*

No. If you exclude yourself, you will not be entitled to any award. However, you will also not be bound by any judgment in this Lawsuit.

19. *If I do not exclude myself, can I sue Defendant for the Incident later?*

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a payment.

20. *How do I object to the settlement?*

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing and it and any supporting papers must be mailed to the Settlement Administrator at the mailing address listed below. Your objection must be filed or postmarked no later than the objection deadline, **[INSERT OBJECTION DEADLINE]**:

**[INSERT CONTACT INFO FOR CLAIMS ADMINISTRATOR]**

To be considered by the Court, your objection must list the name of the Lawsuit pending in the Eastern District of Virginia: *Domitrovich and Gussie v. M.C. Dean, Inc.* No. 23-cv-00210 (E.D. Vir.), and include all of the following information: (i) your full name, address, telephone number, and be personally signed; (ii) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (such as the notice you received from M.C. Dean or the notice of this Settlement); (iii) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection you believes applicable; (iv) copies of any other documents that you wish to submit in support of your position; (v) the identity of any counsel representing you, (vi) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel.

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

### **Court Approval of the Settlement**

21. *How, when and where will the Court decide whether to approve the settlement?*

The Court will hold a Final Approval Hearing to decide whether to approve the settlement. That hearing is scheduled for \_\_\_\_\_, 202\_\_ at \_\_\_\_\_ a.m./p.m. at the Albert V. Bryan United States Courthouse, 401 Courthouse Square, Alexandria, VA 22314. Please visit the Court's website at <https://www.vaed.uscourts.gov/> for current information regarding courthouse access and court hearings. At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Settlement Class Counsel's request for attorneys' fees and costs, and the request for service awards for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check <https://www.vaed.uscourts.gov/> or access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.vaed.uscourts.gov/cgi-bin/ShowIndex.pl> to confirm the schedule if you wish to attend.

22. *Do I have to attend the hearing?*

No. You do not need to attend the hearing unless you object to the settlement and wish to appear in person. It is not necessary to appear in person in order to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 20. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

23. *What happens if the Court approves the settlement?*

If the Court approves the settlement and no appeal is taken, the Settlement Fund will be fully funded. The Claims Administrator will pay any attorneys' fees and costs award and any Representative Plaintiffs' service awards from the Settlement Fund. Then, within 60 days after the

Effective Date the Claims Administrator will send settlement payments to Settlement Class Members who submitted timely and valid Settlement Claims.

If any appeal is taken, it is possible the settlement could be disapproved on appeal.

24. *What happens if the Court does not approve the settlement?*

If the Court does not approve the settlement, no Settlement Fund will be created, there will be no settlement payments to Settlement Class Members, Settlement Class Counsel or the Representative Plaintiffs, and the case will proceed as if no settlement had been attempted.

**Lawyers for the Settlement Class and Defendants**

25. *Who represents the Settlement Class?*

The Court has appointed the following Class Counsel to represent the Settlement Class in this Lawsuit:

|   |   |
|---|---|
| Patrick Barthle<br>MORGAN & MORGAN<br>201 N. Franklin Street, 7th Floor<br>Tampa, Florida 33602<br>(813) 559-4908             | Laura Van Note<br>COLE & VAN NOTE<br>555 12th Street, Suite 2100<br>Oakland, California 94607<br>(510) 891-9800 |
| Ryan D. Maxey<br>MAXEY LAW FIRM, P.A.<br>ryan@maxeyfirm.com<br>107 N. 11th St. #402<br>Tampa, Florida 33602<br>(813) 448-1125 |   |

Settlement Class Members will not be charged for the services of Settlement Class Counsel; Settlement Class Counsel will be paid out of the Settlement Fund, subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

26. *How will the lawyers for the Settlement Class be paid?*

Settlement Class Counsel will request the Court’s approval of an award for attorneys’ fees up to one-third (33.3%) of the Settlement Fund (or up to \$250,000), plus reasonable costs and expenses (up to \$15,000), which shall be paid from the Settlement Fund. Settlement Class Counsel will also

request approval of service awards of \$5,000 to each of the Representative Plaintiffs (a total of \$10,000), which shall also be paid from the Settlement Fund.

27. *Who represents Defendant in the Lawsuit?*

Defendant is represented by the following lawyers:

|   |
|---|
| Edward J. McAndrew<br>Baker & Hostetler LLP<br>1735 Market Street, Suite 3300<br>Philadelphia, PA 19103-7501<br>emcandrew@bakerlaw.com<br>Telephone: (215) 568-3100 |
|---|

**For Further Information**

28. *What if I want further information or have questions?*

This Notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the Class Action Settlement Agreement and Release available at [www. .com](http://www. .com), by contacting Settlement Class Counsel at the phone numbers provided in response to Question 25 above, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.vaed.uscourts.gov/cgi-bin/ShowIndex.pl>, or by visiting the Office of the Clerk, U.S. District Court for the Eastern District of Virginia, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, Virginia 22314 between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays.

**XXXXXX** will act as the Claims Administrator for the settlement. You can contact the Claims Administrator at:

**[INSERT CONTACT INFO FOR CLAIMS ADMINISTRATOR]**

**Please do not contact the Court.**

# **EXHIBIT 3**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA**

RUSSELL DOMITROVICH and THOMAS  
GUSSIE, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

M.C. DEAN, INC.,

Defendant.

Civil Action No. 1:23-cv-00210 (CMH/JFA)

DEMAND FOR JURY TRIAL

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL AND TO DIRECT NOTICE OF PROPOSED  
SETTLEMENT TO THE CLASS**

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval and to Direct Notice of Proposed Settlement to the Class (Doc. \_\_), the terms of which are set forth in a Settlement Agreement with accompanying exhibits attached as Exhibit A to Plaintiffs' motion (the "Settlement Agreement").<sup>1</sup> Having fully considered the issue, the Court hereby GRANTS the motion and orders as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for: (i) a Settlement Class consisting of individuals to whom Defendant sent notice of the Security Incident that Defendant announced on or around December 29, 2022; and (ii) a California Settlement Class consisting of individuals who reside in California, defined as follows:

Settlement Class: All individuals whose Personal Identifying Information ("PII") was impacted by the Incident that was discovered on June 2, 2022.

Excluded from the Settlement Class are: (1) the Judge and Magistrate Judge presiding over the

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<sup>1</sup> All capitalized terms herein have the same definitions as set forth in the Settlement Agreement.

Lawsuits, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members and shareholders of Defendant; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the successors and assigns of any such excluded persons; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Incident or who pleads nolo contendere to any such charge.

Pursuant to Federal Rules of Civil Procedure 23(e)(1), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the settlement because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes that: a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; b) there are issues of law and fact that are common to the Settlement Class; c) the claims of the Representative Plaintiffs are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; d) the Representative Plaintiffs will fairly and adequately protect the interests of the Settlement Class as the Representative Plaintiffs have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

2. **Class Representatives and Class Counsel.** The Court finds that the Representative Plaintiffs will likely satisfy the requirements of Rule 23(e)(2)(A) and be appointed

as the Class Representatives. Additionally, the Court finds that Proposed Class Counsel, Laura Van Note of Cole & Van Note and Ryan D. Maxey of Maxey Law Firm, P.A. will likely satisfy the requirements of Rule 23(e)(2)(A) and are appointed as Class Counsel pursuant to Rule 23(g)(1).

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the settlement is fair, reasonable, and adequate to warrant providing notice of the settlement to the Settlement Class and accordingly it is preliminarily approved. In making this determination, the Court has considered the benefits to the Settlement Class, the specific risks faced by the Settlement Class in prevailing on Plaintiffs' claims, the stage of the proceedings at which the settlement was reached, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, and all of the other factors required by Rule 23.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2), and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1).

5. **Final Fairness Hearing.** A Final Fairness Hearing shall be held on \_\_\_\_\_, 2024, at \_\_\_\_\_ [via telephone or videoconference or in-person at the Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, VA 22314, Courtroom 800], to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the settlement should be approved as fair, reasonable and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the

Settlement Agreement; (e) the application of Class Counsel for an award of attorneys' fees, costs, and expenses should be approved pursuant to Fed. R. Civ. P. 23(h); and (e) the application of the Class Representatives for service awards should be approved.

6. **Claims Administrator**. The Court appoints Epiq as the Claims Administrator, with responsibility for class notice and claims administration. The Claims Administrator is directed to perform all tasks the Settlement Agreement reasonably requires in effectuating the Notice, Notice Program, and Claims Administration. The Claims Administrator's fees will be paid out of the Settlement Fund pursuant to the Settlement Agreement.

7. **Notice**. The proposed method for providing notice set forth in the Settlement Agreement and the Claim Form and Class Notice attached to the Settlement Agreement as Exhibits 1 and 2, respectively, are hereby approved. Non-material modifications to these Exhibits may be made with approval by the Parties but without further order of the Court.

8. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving notice to the Settlement Class as described in the Settlement Agreement and exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including Federal Rule of Civil Procedure 23(c) and (e), and the Due Process Clause of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and

is designed to be readily understandable by class members.

The Claims Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

**Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written request for exclusion to the Claims Administrator at the address and in the manner and within the time provided in the Notice. Such requests for exclusion must meet the opt-out deadline established by this Order and stated in the Notice. Any member of the Settlement Class who does not properly and timely opt-out of the settlement shall, upon entry of the Final Approval Order and Judgment, be bound by all the terms and provisions of the Settlement Agreement, whether or not such Settlement Class Member objected to the settlement and whether or not such Settlement Class Member received consideration under the Settlement Agreement.

A request for exclusion must be in writing and: (a) state the name of this proceeding (*Domitrovich, et al. v. M.C. Dean, Inc.*, in the United States District Court for the Eastern District of Virginia, Case No. 1:23-cv-00210, or similar identifying words such as “M.C. Dean Incident Lawsuit”); (b) state the name and address of the Settlement Class Member seeking exclusion; (c) state “Request for Exclusion” or words communicating the person’s request for exclusion from the Settlement Class; and (d) must be signed by the Settlement Class Member.

A request for exclusion that does not include the foregoing information, or that is sent to an address other than the one designated in the Notice, or that is not postmarked by the Opt-Out Date shall be invalid and the Settlement Class Member serving such a request shall, if the Final Approval Order and Judgment is entered, be considered a Settlement Class Member and shall be bound by any judgment entered herein with respect to the Settlement Class.

The Claims Administrator shall forward a list of all requests for exclusion to Class Counsel and to Defendant's Counsel within 7 days of the Opt-Out Date.

If the Final Approval Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written request for exclusion from the Settlement Class shall be bound by all subsequent proceedings, orders, and judgments in this action, including but not limited to the Release set forth in the Final Approval Order and Judgment. Settlement Class Members who submit valid and timely requests for exclusion shall not be entitled to receive any benefits from the settlement.

Upon entry of the Final Approval Order and Judgment all members of the Settlement Class who have not personally, validly, and timely requested to be excluded from the Settlement Class will be enjoined from proceeding against the Released Persons under the Settlement Agreement with respect to the Release Claims.

9. **Objections and Appearances.** Any Settlement Class Member who does not elect to be excluded from the Settlement Class may object to the settlement, Class Counsel's request for fees and expenses, and/or the request for service award payments to the Representative Plaintiffs; provided, however, that no Settlement Class Member shall be heard or entitled to contest such matters, unless the objection is: (a) electronically filed by the Objection Date; or (b) mailed first-class postage prepaid to the Clerk of Court, at the address listed in the Notice, and postmarked by no later than the Objection Date, as specified in the Notice. For the objection to be considered by the Court, the objection must be in writing and include:

- (a) the name or caption of this Litigation;
- (b) the objector's full name, address, telephone number, and e-mail address (if any);
- (c) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class;

- (d) a written statement of all grounds for the objection, accompanied by any legal support for the objection that the objector believes is applicable;
- (e) the identity of all counsel representing the objector, if any, in connection with the objection;
- (f) a statement confirming whether the objector and/or the objector's counsel will appear and/or testify at the Final Fairness Hearing;
- (g) a statement identifying all class action settlements objected to by the objector in the previous 5 years; and
- (h) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative, if any.

Any Settlement Class Member who fails to comply with the provisions in this Order and/or fails to timely file and serve an objection in writing in accordance with this Order and the Settlement Agreement will waive and forfeit any and all rights they may have to object, will have their objection stricken from the record, and will lose their rights to appeal from approval of the settlement. Any such Settlement Class Member also shall be bound by all subsequent proceedings, orders, and judgments in this action, including but not limited to the Release set forth in the Final Approval Order and Judgment if entered.

10. **Claims Process.** The Settlement Agreement contemplates the establishment of a claims process. As set forth in the Settlement Agreement, M.C. Dean shall fund a non-reversionary cash settlement fund in the amount of \$750,000 for the benefit of Settlement Class Members (the "Settlement Fund"). The Settlement Fund will be used to pay for: (1) reimbursement for Ordinary Out-of-Pocket Losses and Attested Time; (2) Extraordinary Out-of-Pocket Losses; (3) alternative cash payments; (4) notice and administration costs; (5) service award payments approved by the Court; and (6) attorneys' fees and expenses awarded by the Court. The Court preliminarily approves this process and directs the Claims Administrator to make the Claim Forms or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Claims Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Approval Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Judgment, including the release.

11. **Termination of Settlement.** This Order, the Settlement Agreement, the proposed settlement, and all related proceedings shall become null and void, shall have no further force or effect, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before the Settlement Agreement was signed, if: a) the settlement is not finally approved by the Court; b) the Settlement Agreement and the proposed settlement are terminated in accordance with the applicable provisions of the Settlement Agreement; or c) there is no Effective Date. In such event, the settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the settlement shall be used or referred to for any purpose whatsoever, including but not limited to arguments that the requirements of Fed. R. Civ. P. 23(a) and (b)(3) are or ever were satisfied for purposes of this litigation. The Litigation shall thereupon revert forthwith to its respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed and Defendant's response to the Complaint shall be due within thirty days of the Settlement being

terminated.

12. **Use of Order.** This Order shall be of no force or effect if the Final Approval Order and Judgment is not entered or there is no Effective Date. Neither this Order nor the Settlement Agreement nor any other settlement-related document nor anything contained herein or therein or contemplated hereby or thereby nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other settlement-related document, shall constitute, be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability for any claim that has been or could have been asserted against it or as to any liability by it as to any matter set forth in this Order, or as to the propriety of class certification for any purposes other than for purposes of the current proposed settlement. Nor shall this Order be construed or used as an admission, concession, or declaration by or against any Representative Plaintiff or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, or unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

13. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Claims Administrator. The Court may approve the settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

14. **Schedule and Deadlines.** The Court orders the following schedule of dates for the

specified actions/further proceedings:

| <b>Event</b>  | <b>Timing</b>  |
|---|--|
| Deadline for Defendant to provide Settlement Class List to Claims Administrator pursuant to the Settlement Agreement  | [7 days after entry of this Order]                       |
| Notice Program Commencement (“Class Notice Date”)   | [30 days after entry of this Order]                      |
| Notice Program Completion   | [60 days after entry of this Order]                      |
| Deadline for Class Counsel to file motion for attorneys’ fees, costs, expenses and service awards   | [21 days before Objection Deadline and Opt-Out Deadline] |
| Objection Deadline  | [90 days after the Class Notice Date]                    |
| Opt-Out Deadline  | [90 days after the Class Notice Date]                    |
| Claims Deadline   | [90 days after the Class Notice Date]                    |
| Deadline for Plaintiffs to file motion for final approval of settlement and responses to any timely submitted Class member objections, which shall include a declaration from the Claims Administrator confirming execution of and compliance with its obligations in the Settlement Agreement as of the date of the declaration and identifying all Settlement Class Members who submitted timely requests for exclusion | [21 days prior to Final Approval hearing]                |
| Final Fairness Hearing  | _____, 2024 at __: __.m. in Courtroom 800                |

**DONE AND ORDERED** in Alexandria, Virginia on this \_\_ day of \_\_\_\_\_, 2023.

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**HON. CLAUDE M. HILTON**  
**SENIOR UNITED STATES DISTRICT JUDGE**

# **EXHIBIT 4**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA**

RUSSELL DOMITROVICH and THOMAS  
GUSSIE, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

M.C. DEAN, INC.,

Defendant.

Civil Action No. 1:23-cv-00210 (CMH/JFA)

**[PROPOSED] FINAL APPROVAL ORDER**

Before the Court are Plaintiffs’ Motion for Final Approval of Class Action Settlement (the “Final Approval Motion”)<sup>1</sup> (ECF No. [REDACTED]), and Plaintiffs’ Unopposed Motion for Attorneys’ Fees, Costs, Expenses, and Service Awards (the “Fees, Costs, and Service Awards Motion”) (ECF No. [REDACTED]). Having fully considered the issues, the Court hereby **GRANTS** both the Final Approval Motion and the Fees, Costs, and Service Awards Motion and orders as follows:

Pursuant to the notice requirements set forth in the Settlement Agreement and in the Court’s [REDACTED] Order Granting Plaintiff’s Motion for Preliminary Approval and to Direct Notice of Proposed Settlement to the Class (“Preliminary Approval Order”), the Settlement Class was notified of the terms of the proposed Settlement, of the right of members of the Settlement Class to opt-out or object, and of the right of members of the Settlement Class to be heard at a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the

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<sup>1</sup> The terms of the settlement are set forth in a Settlement Agreement with accompanying exhibits attached as Exhibit 1 to Plaintiffs’ Motion for Preliminary Approval and to Direct Notice of Proposed Settlement to the Class (ECF No. [REDACTED]) (the “Settlement”).

Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this Action with prejudice.

A Final Fairness Hearing was held on [REDACTED]. Prior to the Final Fairness Hearing, on [REDACTED], Plaintiffs filed the Fees, Costs, and Service Awards Motion, and on [REDACTED], Plaintiffs filed the Final Approval Motion. Counsel for the parties appeared [in person/via Zoom] and presented arguments in support of final approval of the Settlement.

Having heard the presentation of Class Counsel and Defendant's counsel, having reviewed all of the submissions presented with respect to the proposed Settlement, having considered the Fees, Costs, and Service Awards Motion, and having reviewed the materials in support thereof, for the reasons stated on the record during the Final Fairness Hearing and for good cause appearing,

**IT IS HEREBY ORDERED** that:

1. The Final Approval Motion and the Fees, Costs, and Service Awards Motion are **GRANTED** as stated herein.

2. The Settlement, including the exhibits attached thereto, is approved as fair, reasonable, and adequate, in accordance with Rule 23(e) of the Federal Rules of Civil Procedure. This Final Approval Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used herein shall have the same meaning as set forth in the Settlement Agreement unless otherwise set forth in this Order.

3. Jurisdiction: The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all parties thereto, including the Settlement Class.

4. The Settlement is Fair, Reasonable, and Adequate: The Court finds that the Settlement was entered into by the parties for the purpose of settling and compromising disputed

claims, and is fair, reasonable, and adequate, and in the best interests of all those affected by it. The Settlement Agreement was entered in good faith following informed, arm's-length negotiations conducted by experienced counsel with the assistance of a well-respected mediator, and is non-collusive.

5. Class Certification for Settlement Purposes Only: For purposes of the Settlement only, the Court finds and determines that the Action may proceed as a class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure, and that: (a) the Settlement Class certified herein is sufficiently numerous, as it includes approximately 45,499 people, and joinder of all such persons would be impracticable; (b) there are questions of law and fact that are common to the Settlement Class, and those questions of law and fact common to the Settlement Class predominate over any questions affecting any individual Settlement Class Member; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class they seek to represent for purposes of settlement; (d) a class action on behalf of the Settlement Class is superior to other available means of adjudicating this dispute; and (e) as set forth below, Plaintiffs and Class Counsel are adequate representatives of the Settlement Class. The proposed Class satisfies all of Rule 23's requirements, so the Court will finally certify the Settlement Class. Defendant retains all rights to assert that this action may not be certified as a class action, other than for settlement purposes.

6. Class Definition: The Court hereby certifies, for settlement purposes only: (i) a Settlement Class consisting of individuals to whom Defendant sent notice of the Incident that Defendant announced in September 2022, defined as follows:

Settlement Class: All individuals whose Personal Identifying Information ("PII") was impacted by the Incident that was discovered on June 2, 2022.

Excluded from the Settlement Class are: (1) the Judge and Magistrate Judge presiding over the Lawsuits, any members of the Judges' respective staffs, and immediate members of the Judges'

respective families; (2) officers, directors, members and shareholders of Defendant; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the successors and assigns of any such excluded persons; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Incident or who pleads nolo contendere to any such charge.

7. Class Notice: The approved Notice Program provided for the Postcard Notice to be mailed to all members of the Class who have been identified by Defendant through its records with a mailing address, and the Class Notice to be posted on the Settlement Website for those whose mailing addresses were not available within Defendant's records. For mailed notices returned with a forwarding address, the Settlement Administrator mailed Postcard Notices to the forwarding addresses. The Settlement Administrator maintained the Settlement Website, which provided information about the Settlement, including copies of relevant Court documents, the Settlement Agreement, the Class Notice, and the Claim Form. The Settlement Administrator also maintained a toll-free help line for Settlement Class Members to call with settlement-related inquiries.

8. Findings Concerning Notice: The Court finds and determines that the Notice Program, preliminarily approved on [REDACTED], and implemented on [REDACTED], constituted the best notice practicable under the circumstances, constituted due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Notice Program involved direct notice via mail and the Settlement Website providing details of the Settlement, including the benefits available, how to exclude or object to the Settlement, when the Final Fairness Hearing would be held, and how to inquire further about details of the Settlement. The Court further finds that all of the notices are

written in plain language and are readily understandable by Settlement Class Members. The Court further finds that notice has been provided to the appropriate state and federal officials in accordance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, drawing no objections.

9. Appointment of Class Representatives: The Court appoints Plaintiffs Russell Domitrovich and Thomas Gussie as Class Representatives of the Settlement Class pursuant to Federal Rule of Civil Procedure 23(a).

10. Appointment of Class Counsel: The Court appoints Plaintiffs' attorneys Laura Van Note of Cole & Van Note and Ryan D. Maxey of Maxey Law Firm, P.A. as Settlement Class Counsel.

11. Exclusion from Class: Any person falling within the definition of the Settlement Class had the opportunity, upon request, to be excluded or "opt out" from the Class. [No one opted to be excluded from the Settlement OR The \_\_\_ person(s) who opted to be excluded from the Settlement shall have no rights under the Settlement, shall not share in the distribution of the Settlement benefits, and shall not be bound by the Settlement or any final judgment entered in this Action.]

12. Objections and Appearances: Any Class Member had the opportunity to enter an appearance in the Action, individually or through counsel of their own choice. Any Class Member also had the opportunity to object to the Settlement and the attorneys' fees and expenses award and to appear at the Fairness Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered thereon, why the Settlement should not be approved, or why the attorneys' fees and expenses award should not be granted, as set forth in the Court's Preliminary Approval Order. [There were

no objections filed in this case to either the Settlement or the attorneys' fees and expenses award].

Any Settlement Class Member who did not make their objections in the manner and by the date set forth in ¶ \_\_\_ of the Court's Preliminary Approval Order shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

13. Release: Upon the entry of this Order, the Class Representatives and all Class Members, whether or not they have filed a Claim Form within the time provided, shall be permanently enjoined and barred from asserting any claims or causes of action against Defendant and the Released Persons based on, relating to, concerning, or arising from the Incident and alleged theft or misuse of PII, and the Class Representatives and all Class Members conclusively shall be deemed to have fully, finally, and forever released any and all such Released Claims.

14. Attorneys' Fees and Costs: Class Counsel moved for an award of attorneys' fees and litigation expenses on [REDACTED], which Defendant did not oppose. Class Counsel requested \$ [REDACTED] in attorneys' fees and litigation costs. The Court finds that Class Counsel's request for attorneys' fees and costs is fair and reasonable, particularly in light of the results achieved through this litigation as well as the contingent nature of the fee award. Accordingly, Class Counsel are awarded attorneys' fees and litigation costs in the amount of \$ [REDACTED]. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement.

15. Service Awards: Plaintiffs moved for their Service Awards on [REDACTED], which Defendant did not oppose. Plaintiffs each requested a service award of \$ [REDACTED]. The Court finds that Plaintiffs' requests for Service Awards are fair and reasonable, particularly in light of the results obtained for the Settlement Class as a direct result of Plaintiffs' willingness to act as class representatives and assist Class Counsel in this litigation. Accordingly, Plaintiffs are each awarded

a Service Award in the amount of \$ [REDACTED]. These amounts shall be paid from the Settlement Fund in accordance with the terms of the Settlement.

16. Payment to Settlement Class Members: The Claims Administrator shall make all required payments from the Settlement Fund in accordance with the amounts and the times set forth in the Settlement Agreement, including all payments to Settlement Class Members who submitted an approved claim, for the credit monitoring services, for the attorneys' fees and costs, for the service awards, and for all settlement administration costs.

17. Funds Held by Settlement Administrator: All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds are distributed pursuant to the Settlement or further order of the Court.

18. Dismissal with Prejudice: The above-captioned Action is hereby **DISMISSED WITH PREJUDICE**. Except as otherwise provided in this Final Approval Order, the parties shall bear their own costs and attorneys' fees. Without affecting the finality of the Final Judgment separately entered, the Court reserves jurisdiction over the implementation of the Settlement, including enforcement and administration of the Settlement Agreement.

19. Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement (ECF NO. [REDACTED]) and Unopposed Motion for Attorneys' Fees, Costs, Expenses, and Service Awards (ECF NO. [REDACTED]) are **GRANTED**.

20. The Clerk is directed to **CLOSE THIS CASE** and **TERMINATE** any pending motions as **MOOT**.

**DONE AND ORDERED** in Alexandria, Virginia on this \_\_ day of \_\_\_\_\_, \_\_\_\_.

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**HON. CLAUDE M. HILTON**  
**SENIOR UNITED STATES DISTRICT JUDGE**

# **EXHIBIT 5**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA**

RUSSELL DOMITROVICH and THOMAS  
GUSSIE, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

M.C. DEAN, INC.,

Defendant.

Civil Action No. 1:23-cv-00210 (CMH/JFA)

**[PROPOSED] FINAL JUDGMENT**

The above-captioned Action is hereby DISMISSED WITH PREJUDICE. Except as otherwise provided in the Final Approval Order, the parties shall bear their own costs and attorneys' fees.

**DONE AND ORDERED** in Alexandria, Virginia on this \_\_ day of \_\_\_\_\_, \_\_\_\_.

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**HON. CLAUDE M. HILTON  
SENIOR UNITED STATES DISTRICT JUDGE**