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Settlement Class Counsel

BRAD FABER, on behalf of himself and all others similarly situated, Plaintiff, v. **MASTERMINDS, INC.**, Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION ATLANTIC COUNTY Docket No. ATL-L-003322-25 Hon. Danielle J. Walcoff

NOTICE OF UNOPPOSED MOTION

TO: ALL COUNSEL OF RECORD

PLEASE TAKE NOTICE that on August 14, 2026, the undersigned counsel for Plaintiff Brad Faber ("Plaintiff") shall move before Hon. Danielle J. Walcoff, at Atlantic County Civil Courts Building, 1201 Bacharach Boulevard, 3rd Floor, Atlantic City, New Jersey 08401, for an Order: (1) granting Plaintiff's Fee Award and Costs in the amount of $100,000.00, as well as a Service Award in the amount of $2,500.00; (2) granting final approval of the Settlement as fair, reasonable, and adequate; (3) certifying the Settlement Class for purposes of judgment on the Settlement; (4) finding that the Notice Plan satisfied the requirements of all applicable requirements of law, including N.J. Ct. R. 4:32- 2, and due process and constitutes the best notice practicable under the circumstances; and (4) enter final judgment.

The Motion is supported by the accompanying memorandum of law, the Declaration of Brittany Resch in Support of Plaintiff's Unopposed Motion for Fee Award and Costs, Service Award, and Final Approval, and the Declaration of Kari Schmidt from the Settlement Administrator.

Counsel for the Parties have conferred, and Defendant does not oppose the relief sought in this Motion.

Dated: June 12, 2026

Respectfully submitted,

By: */s/ Patrick Howard*

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Attorneys for Plaintiff and the Settlement Class

CERTIFICATE OF SERVICE

I, Patrick Howard, hereby certify that on June 12, 2026, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record via the ECF system.

DATED this 12 day of June, 2026.

SALTZ, MONGELUZZI & BENDESKY, P.C.

By: */s/ Patrick Howard*

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BRAD FABER, on behalf of himself and all others similarly situated, Plaintiff, v. **MASTERMINDS, INC.**, Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION ATLANTIC COUNTY Docket No. ATL-L-003322-25 Hon. Danielle J. Walcoff

[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Before the Court is Plaintiff's Motion for Final Approval of Class Action Settlement (the "Motion"), requesting that the Court enter an Order Granting Final Approval ("Final Order") of the class action settlement (the "Settlement") between Plaintiff Brad Faber ("Plaintiff") and Masterminds, Inc. ("Defendant" or "Masterminds") (together, the "Parties"), as fair, reasonable, adequate, and in the best interests of the Settlement Class. This class action case (the "Action") arises from an alleged cybersecurity incident that impacted Defendant on or around June 3, 2025 (the "Data Incident").

Having reviewed and considered the Settlement Agreement, the Motion and memorandum in support, and having conducted a Final Approval Hearing, the Court, pursuant to New Jersey Court Rule 4:32-2(e), makes the findings and grants the relief set forth below, approving the Settlement upon the terms and conditions set forth in this Final Order.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under New Jersey Court Rule 4:32-2(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class; and

THE COURT having considered all the documents filed in support of the Settlement, and having fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court;

IT IS ORDERED on ____ that:

1. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

2. Unless otherwise noted, words spelled in this Final Order with initial capital letters have the same meaning as set forth in the Settlement Agreement, except as otherwise may be indicated.

3. Previously, the Court entered an Order Granting Preliminary Approval of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement; (b) preliminarily certified a Settlement Class; (c) preliminarily appointed Plaintiff as the Class Representative; (d) preliminarily appointed Brittany Resch of Strauss Borrelli PLLC as Settlement Class Counsel; (e) preliminarily approved the Settlement Agreement and the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; (f) set deadlines and procedures for Settlement Class Members to request exclusion from and to object to the Settlement; (g) approved and appointed Analytics Consulting LLC as the Settlement Administrator; and (h) set the date for the Final Approval Hearing.

4. In the Preliminary Approval Order, pursuant to New Jersey Court Rule 4:32, the

Court preliminarily certified the Settlement Class which is defined as follows:

> All individuals to whom written notification was provided by Masterminds Inc. on or around June 3, 2025, regarding the Data Incident.

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

5. The Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order, pursuant to New Jersey Court Rule 4:32.

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

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

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

9. The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements of law pursuant to New Jersey Court Rule 4:32 and meets the requirements of the Due Process

Clauses of the United States Constitution and the New Jersey Constitution.

10. The deadlines for Settlement Class Members to object to or opt-out from the Settlement have passed.

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

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

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

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

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

16. The Court finally appoints Plaintiff Brad Faber as Class Representative.

17. The Court finally appoints Brittany Resch of Strauss Borrelli PLLC as Settlement Class Counsel.

18. Pursuant to the Settlement Agreement, Plaintiff and the Settlement Class Members release all Released Claims against Defendant and all Released Parties, as defined in the Settlement Agreement.

19. Released Claims shall not include the right of any Settlement Class Member, Plaintiff's counsel, Settlement Class Counsel, or any of the Released Persons to enforce the terms of the Settlement contained in the Settlement Agreement and shall not include the claims of those persons (if any) identified in Exhibit ______ to this Final Order, who have timely and validly requested exclusion from the Settlement Class.

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

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

22. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, (i) Plaintiff and each Settlement Class Member, and each of their respective executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the

capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the "Releasing Persons"); and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of this Final Order shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the "Release") shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

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

24. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by the Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Action or the Settlement.

25. As of the Effective Date, the Released Persons are deemed, by operation of the entry of this Final Order, to have fully released and forever discharged Plaintiff, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiff or Settlement Class Members, or any of them, of and from any claims arising out of the Action or the Settlement. Any other claims or defenses Defendant or other Released Persons may have against

Plaintiff, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiff or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims are not released, are specifically preserved, and shall not be affected by the preceding sentence.

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

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

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

IT IS SO ORDERED on ____

____

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Settlement Class Counsel

BRAD FABER, on behalf of himself and all others similarly situated, Plaintiff, v. **MASTERMINDS, INC.**, Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION ATLANTIC COUNTY Docket No. ATL-L-003322-25 Hon. Danielle J. Walcoff

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR FEE AWARD AND COSTS, SERVICE AWARD, AND FINAL APPROVAL

Plaintiff Brad Faber ("Plaintiff") respectfully submits this Memorandum of Law in Support of Plaintiff's Unopposed Motion for Fee Award and Costs, Service Award, and Final Approval.

INTRODUCTION

On March 27, 2026, the Court entered an Order preliminarily approving the Settlement and requiring that notice be provided to Settlement Class Members. The Settlement fully resolves this Action, which alleges that Masterminds, Inc. ("Masterminds" or "Defendant") failed to safeguard and secure the Personal Information of the Settlement Class (the "Data Incident"), which is comprised of 390 individuals ("Settlement Class Members").[1] Notice was disseminated and the Settlement Website was activated on April 27, 2026. Declaration of Kari Schmidt ("Analytics Decl.") ¶¶ 7-8. The Objection Deadline and Opt-Out Deadline is June 26, 2026, *id*. ¶ 14, and the Claims Deadline is July 27, 2026, *id*. ¶ 15. The Final Approval Hearing is August 14, 2026. Preliminary Approval Order at 3.

The Settlement, which was only achieved after substantial investigation, informal discovery, and months of vigorous settlement negotiations, provides an excellent result for the Settlement Class Members potentially affected by the Data Incident. The Settlement requires Defendant to pay Approved Claims—subject to an Aggregate Cap of $100,000—submitted by Settlement Class Members for: (1) up to $3,000.00 per person for extraordinary losses (e.g., fraud or identity theft), (2) up to $500.00 per person for ordinary losses which includes reimbursement for up to $60.00 in time spent mitigating the effects of the Data Incident, or (3) a $50.00 alternative cash payment in lieu of the aforementioned monetary losses. Defendant will also pay Approved Claims for Credit Monitoring Services through three bureaus for one year.

[1] Unless otherwise defined herein, all capitalized terms have the same definitions as those set forth in the proposed Settlement Agreement ("Settlement Agreement" or "SA") attached as **Exhibit 1** to the Declaration of Brittany Resch submitted herewith.

This benefit is outside of the Aggregate Cap. Defendant has also agreed to pay for cybersecurity improvements and then maintain those improvements for at least seven (7) years. Notably, Defendant has agreed to pay for these improvements *separate and apart* from all other settlement benefits.

This Settlement compares favorably with other similar data breach settlements that New Jersey courts have approved.[2] *See, e.g.*, *Lempinen v. HealthEC, LLC*, No. 2:24-cv-26, Dkt. No. 185 (D.N.J. Jan. 13, 2026) (granting final approval of a data breach class action); *Wendelken v. Hafetz and Associates LLC*, No. 24-cv-07755, Dkt. No. 18 (D.N.J. Sept. 24, 2025) (granting preliminary approval); *Wilkins v. Mulkay Cardiology Consultants at Holy Name Med. Ctr., P.C.,* 2025 N.J. Super. Unpub. LEXIS 2048; 2025 LX 405578 (granting final approval of a settlement that provided patients with (i) up to $500.00 for ordinary losses, (ii) up to $5,000 for extraordinary losses, (iii) up to $75.00 for lost time, (iv) two-years of credit monitoring, and (v) an alternative cash payment of $48.00); *Tornese v. CentraState Healthcare System*, No. N-L-002002-24 08/2 (Super. Ct. Nov. 8, 2024) (same)*; Cunningham v. DG3 N. Am., Inc.,* No. 2:24-cv-07385, 2025 LX 424512 (D.N.J. Oct. 14, 2025) (same); *Holden v. Guardian Analytics, Inc.,* No. 2:23-cv-2115, 2024 U.S. Dist. LEXIS 100349 (D.N.J. June 5, 2024) (same). The Class's positive response also favors approval of the Settlement. Significantly, as of June 10, 2026, *no* Class Member has objected to the Settlement and *no* Class Member opted out. *See* Analytics Decl. ¶ 14.

Under the Settlement, the requested Service Award for Plaintiff is reasonably modest, customary and warranted to compensate him for his participation in this litigation on behalf of

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[2] Federal case law is persuasive because "New Jersey rule parallels Rule 23 of the Federal Rules of Civil Procedure." *Strougo*, 457 N.J. Super. at 158; *see also Sutter v. Horizon Blue Cross Blue Shield,* No. A-5725-09T1, 2012 N.J. Super. Unpub. LEXIS 1661, at *7 n.1 (Super. Ct. App. Div. July 11, 2012) ("Since the New Jersey class action rule is modeled after the federal class action rule, federal cases are persuasive authority.").

the Settlement Class. Additionally, Settlement Class Counsel may seek a Fee Award and Costs of up to $100,000.00 and a Service Award of $2,500 for the Plaintiff, subject to Court-approval. SA ¶¶ 86-87. Settlement Class Counsel's lodestar as of the date of this filing is $61,725.00, and their costs are $1,184.68; this represents a multiplier of 1.6. As explained in more detail below, the requested Fee Award is reasonable when considered under the applicable New Jersey and Third Circuit standards, particularly in view of the substantial risks of pursuing this litigation, considerable litigation efforts, and results achieved for the Settlement Class.

Plaintiff now brings forth this combined motion and respectfully requests the Court: (1) grant Plaintiff's motion for Fee Award and Costs and Service Award; (2) grant final approval of the Settlement as fair, reasonable, and adequate; (3) certify the Settlement Class for purposes of judgment on the Settlement; (4) find that the Notice Plan satisfied the requirements of all applicable requirements of law, including N.J. Ct. R. 4:32- 2, and due process and constitutes the best notice practicable under the circumstances; and (4) enter final judgment.

SUMMARY OF SETTLEMENT

i. Settlement Class and Terms

The Settlement Class is defined as: "All individuals to whom written notification was provided by Masterminds Inc. on or around June 3, 2025, regarding the Data Incident." SA ¶ 47.

Settlement Class Counsel vigorously and efficiently prosecuted this action and was able to achieve an excellent result for the Settlement Class without expending unnecessary time or resources. Under the Settlement, Masterminds will pay an Aggregate Cap of up to $100,000.00 for the following categories of compensation to participating Settlement Class Members who submit Approved Claims:

Reimbursement for Extraordinary Losses. Defendant will pay up to $3,000.00 per person for unreimbursed monetary losses stemming from fraud or identity theft. *Id*. ¶ 55(a). To be valid, claims for Extraordinary Losses need to be supported with third-party documentation. *Id*.

Reimbursement for Ordinary Losses. Defendant will pay up to $500.00 per person for Ordinary Losses including, without limitation, professional fees (including attorney fees and accountant fees); fees for credit repair services; costs associated with freezing or unfreezing credit
with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of
the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. *Id*. ¶ 55(b). To be valid, claims for Ordinary Losses need to be supported with third-party documentation. *Id.*

Reimbursement for Lost Time. Defendant will pay up to $60.00 for lost time responding to the Data Incident (i.e., up to four hours at a rate of $15.00 per hour). *Id*. ¶ 55(c). Significantly, claims for lost time do not require third-party documentation and instead only requires an attestation that the claimed time was spent responding to the Data Incident. *Id*.

Alternative Cash Payments. In the alternative to claims for Extraordinary Losses, Ordinary
Losses, and Lost Time, Settlement Class Members can claim a $50.00 cash payment. *Id*. ¶ 55(d). However, Settlement Class Members can claim both an Alternative Cash Payment and also the Credit Monitoring Services. *Id*. Notably, Settlement Class Members do not need to provide third-party documentation to receive the $50.00 Alternative Cash Payment. *Id*.

Defendant also agreed to provide the following benefits outside of the Aggregate Cap.

Credit Monitoring. All Settlement Class Members may submit a Claim for Credit Monitoring Services, which will include one year of credit monitoring through three bureaus and at least $1,000,000 in identity theft protection insurance. *Id*. ¶ 54.

Cybersecurity Investments. Defendant has agreed to pay for information security improvements—which Defendant shall then maintain for at least seven (7) years. *Id*. ¶ 56. If requested by the Court, Defendant will submit—for in camera review—a confidential declaration describing its information security improvements since the Data Breach and estimating the annual cost of those improvements. *Id*.

Thus, the Settlement provides meaningful relief to all Settlement Class Members (regardless of whether or not a Settlement Class Member submits a Claim). *Id*.

ii. Preliminary Approval of Settlement

On February 27, 2026, Plaintiff filed his unopposed Motion for Preliminary Approval of the Class Action Settlement and supporting documents, which the Court granted on March 27, 2026. Pursuant to that Order, Analytics Consulting LLC ("Analytics") was appointed as the Settlement Administrator. Preliminary Approval Order at 4.

iii. Implementation of Notice Plan

Notice of the Settlement was disseminated in accordance with the Court-approved Notice Plan. On or about April 7, 2026, Analytics received a data file from the Masterminds' counsel. Analytics Decl. ¶ 5. The file contained 391 records which included names and mailing addresses for Settlement Class Members, and one duplicate, leaving a total of 390 Settlement Class Members. *Id*. Analytics then undertook several steps to review the Class List for updated mailing addresses. *Id*. ¶ 6.

Prior to mailing the Postcard Notices, Analytics created and posted the dedicated Settlement Website, https://mastermindsdatasettlement.com/. *Id*. ¶ 8. The Settlement Website contains a summary of the Settlement, important dates and deadlines, contact information for the Settlement Administrator, answers to frequently asked questions, downloadable copies of relevant documents, including the Settlement Agreement, Preliminary Approval Order, Long Form Notice, and Claim Form and allowed Settlement Class Members an opportunity to submit a Claim Form online. *Id*.

On April 27, 2026, Analytics commenced the mailing of 390 Postcard Notices via first-class mail. *Id*. ¶ 7. The Postcard Notice advised Settlement Class Members of the requested amount of attorneys' fees and service awards, the date of the Final Approval Hearing, and their rights to submit a claim object, or opt-out. *Id*. As of June 10, 2026, 35 Postcard Notices were returned by the USPS without a forwarding address. *Id*. ¶ 12. Of those, 34 Postcard Notices were re-mailed after skip-tracing identified updated addresses for those individuals. *Id*. Analytics estimates that at least 389 of the 390 Settlement Class Members successfully received direct mail notice of this Settlement. This is an incredible 99.7% reach rate.

iv. Reaction from the Class

The deadline for Settlement Class Members to submit Claims is July 27, 2026. *Id*. ¶ 15. As of June 10, 2026, Analytics has received 27 Claim Forms. *Id*. This is already a relatively high claims rate of 6.92%. *Id*. The deadline to opt-out of or object to the Settlement is June 26, 2026. *Id*. ¶ 14. Analytics has received no timely and valid opt-out requests and no objections to the Settlement. *Id*. There have been over 1,000 unique users to the Settlement Website and two Settlement Class Members have submitted inquiries to the dedicated email box. *Id*. ¶ 10. The response of the Settlement Class indicates that the notice program thus far has been successful.

v. Summary of Class Counsel's Work

Settlement Class Counsel has dedicated significant amounts of money and time to this litigation, at the risk of nonpayment. Prior to commencing this action, Settlement Class Counsel spent many hours investigating the claims against Masterminds. *See* Declaration of Brittany Resch in Support of Plaintiff's Motion for Fee Award and Costs, Service Award, and Final

Approval ("Resch Decl.") ¶ 3. Settlement Class Counsel's factual and legal investigation included gathering information about the type of information compromised in the Data Incident as well as a review of existing legal authority regarding potential claims. *Id.* In short, a great deal of work was performed before the Complaint was filed and the information gathered was essential to Settlement Class Counsel's ability to understand the nature of Mastermind's conduct and the potential relief and remedies for the Settlement Class.

On July 16, 2025, Plaintiff filed a class action complaint against Defendant in the United States District Court for the District of New Jersey, stylized *Faber v. Masterminds Inc.*, No. 1:25-cv-13370. *Id.* ¶ 4. Plaintiff brought claims for negligence, negligence *per se*, breach of implied contract, invasion of privacy, unjust enrichment, breach of fiduciary duty, and declaratory judgment. *Id.*

Shortly after filing this complaint and to conserve resources, the Parties began exploring the possibility of early resolution and agreed to exchange informal discovery regarding, *inter alia*, the types of Personal Information impacted, Defendant's analysis of the Data Incident, the number of Settlement Class Members, the locations of Settlement Class Members, and Defendant's response to the Data Incident. *Id*. ¶ 5. By exchanging informal discovery, Plaintiff's counsel obtained an objective understanding of the underlying facts and was able to carefully evaluate the strengths and weaknesses of the claims and defenses.

For the next three months, the Parties engaged in vigorous arm's-length negotiations, wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation. *Id.* ¶ 6.

It was only after numerous rounds of back-and-forth negotiations that the Parties managed to reach an agreement on the core terms of the Settlement. *Id.* ¶ 7. To facilitate the Settlement, Plaintiff voluntarily dismissed his federal court complaint on December 11, 2025.

and refiled in this Court on December 18, 2025. *Id.* On February 10, 2026, the Parties informed the Court of an agreement in principle regarding the settlement of all claims relating to the Data Incident and asked the Court to stay the action.

After reaching the agreement in principle, the Parties worked towards drafting the Settlement Agreement. *Id.* ¶ 8. During this time, Settlement Class Counsel solicited bids from settlement administration firms and the Parties agreed that Analytics would serve as the Settlement Administrator. *Id.* The Parties continued finalizing the Settlement Agreement and its many proposed exhibits, and the Settlement Agreement was executed by all Parties on February 26, 2026. *Id.* ¶ 9 and Ex. 1. Contemporaneously, Settlement Class Counsel drafted the unopposed Motion for Preliminary Approval of Class Action Settlement and all supporting documents. *Id.* ¶ 10. The Motion for Preliminary Approval was filed on February 27, 2026, and subsequently approved without a hearing on March 27, 2026. *Id*. Afterwards, Settlement Class Counsel worked with Analytics to implement the Notice program. *Id.* ¶ 11.

ARGUMENT

I. THE REQUESTED SERVICE AWARD IS REASONABLE

Service awards are "not uncommon in class action litigation." *McDonough v. Toys "R" Us, Inc.*, 80 F. Supp. 3d 626, 665 (E.D. Pa. 2015) (quotations omitted). Generally, "[c]ourts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation." *Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 145 (E.D. Pa. 2000) (quotation omitted). Factors courts consider when deciding to give service awards include "the risk to the plaintiff in commencing litigation, both financially and otherwise; the notoriety and/or personal difficulties encountered by the representative plaintiff; the extent of the plaintiff's personal involvement in the lawsuit in terms of discovery responsibilities and/or testimony at depositions or trial; the duration of the litigation;

and the plaintiff's personal benefit (or lack thereof) purely in her capacity as a member of the class." *Vista Healthplan, Inc. v. Cephalon, Inc.*, No. 2:06-cv-1833, 2020 U.S. Dist. LEXIS 69614, at *97 (E.D. Pa. Apr. 20, 2020) (quoting *McGee v. Ann's Choice, Inc.*, No. 12-2664, 2014 U.S. Dist. LEXIS 75840, at *10 (E.D. Pa. June 4, 2014). Importantly, courts in this Circuit routinely approve service awards of $5,000, and more.[3]

Pursuant to the Settlement Agreement, for his time and effort advancing the action and for the risks he assumed in prosecuting this action against Defendant on behalf of the Settlement Class Members, Settlement Class Counsel requests, and Defendant does not oppose subject to Court approval, a Service Award in the amount of $2,500 for the named Plaintiff. SA ¶ 86. Plaintiff invested significant time in this litigation by bringing their claims to Settlement Class Counsel for investigation, agreeing to serve as the Representative Plaintiff, reviewing the complaints drafted for this litigation, remaining available to consult with Settlement Class Counsel when necessary regarding the progress of the litigation, and reviewing and approving the Settlement on behalf of the Class. Resch Decl. ¶ 20. Because it is reasonably tailored to reflect Plaintiff's excellent service and his efforts on behalf of the Settlement Class, and is a modest size, the requested Service Award should be approved. For these reasons, Settlement Class Counsel respectfully requests that the Court approve the requested Service Award on behalf of Plaintiff.

II. STANDARD OF REVIEW ON FEE AWARD AND COSTS MOTION

[3] *See, e.g., Wood v. Saroj & Manju Invs. Philadelphia LLC*, No. CV 19-2820-KSM, 2021 WL 1945809, at *10 (E.D. Pa. May 14, 2021) (awarding a service award of $2,500 to the settlement class representative); *Fulton-Green v. Accolade, Inc.*, No. CV 18-274, 2019 WL 4677954, at *13 (E.D. Pa. Sept. 24, 2019) (awarding service awards of $1,000 to each settlement class representative); *Krimes v. JPMorgan Chase Bank, N.A.*, No. CV 15-5087, 2017 WL 2262998, at *11 (E.D. Pa. May 24, 2017) (awarding service award of $5,000 to the settlement class representative); *Schumacher v. Osmotica Pharms. Plc*, No. SOM-L-00540-19, slip op. at 7 (granting service awards of $7,500 to class reps); *In re Liquid Aluminum Sulfate Antitrust Litig.*, 2019 WL 7375288, at *6 (D.N.J. Nov. 7, 2019) (awarding lead plaintiffs $25,000 each for service awards).

Pursuant to Rule 4:32-2(h), and consistent with its corollary in federal court, Federal Rule of Civil Procedure 23(h), the Court "may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." *See* Rule 4:32-2(h), and Fed. R. Civ. P. 23(h). New Jersey courts, as well as courts in the Third Circuit have approved two methods to calculate appropriate attorneys' fees in class action settlements—the percentage-of-recovery method in common fund cases and the lodestar method. *See Sutter v. Horizon Blue Cross Blue Shield*, Super. App. Div. No. A-5725-09T1, 2012 N.J. Super. Unpub. LEXIS 1661, at *15 (July 11, 2012); *In re AT&T Corp., Sec. Litig.*, 455 F.3d 160, 164 (3d Cir. 2006). The ultimate determination of the proper amount of attorneys' fees rests within the sound discretion of the court based on the facts of the case. *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 280 (3d Cir. 2009). As explained below, the reasonableness of the Fee Award is fully supported by a lodestar cross-check, indicating that the fee should be approved in this case. *See Seigelstein v. Shrewsbury Motors, Inc.*, 464 N.J. Super. 393, 405, 236 A.3d 1004, 1011 (Super. Ct. App. Div. 2020) ("The starting point in awarding attorneys' fees is the determination of the 'lodestar[.]'").

III. THE COURT SHOULD AWARD A REASONABLE LODESTAR MULTIPLIER OF NO MORE THAN 1.6

The Supreme Court has long recognized that a lawyer who obtains a recovery "for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee." *Boeing Co. v. Van Gemert,* 444 U.S. 472, 478, 100 S. Ct. 745, 749 (1980). The Third Circuit has stated that a lodestar cross-check entails an abridged lodestar analysis that requires neither "mathematical precision nor bean counting." *In re Rite Aid Corp. Sec. Litig., 396 F.3d 294, 305 (3d Cir. 2005)*. The Court need not receive or review actual billing records when conducting this analysis. *Id.* at 307.

Under the lodestar method, a court begins the process of determining the reasonable fee by calculating the "lodestar," *i.e.*, the "number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate." *McKenna v. City of Phila.*, 582 F.3d 447, 455 (3d Cir. 2009). Once the lodestar is determined, the court must then decide whether additional adjustments are appropriate. *Id.* A reasonable hourly rate in the lodestar calculation is "[g]enerally . . . calculated according to the prevailing market rates in the relevant community," taking into account "the experience and skill of the . . . attorney and compar[ing] their rates to the rates prevailing in the community for similar services by lawyers of reasonably comparable skill, experience, and reputation." *Maldonado v. Houstoun*, 256 F.3d 181, 184 (3d Cir. 2001). The prevailing market rate is usually deemed reasonable. *Pub. Interest Research Grp. v. Windall*, 51 F.3d 1179, 1185 (3d Cir. 1995).

As of the date of this filing, Settlement Class Counsel has spent 102.4 hours litigating this action, producing a lodestar amount of $61,725.00, based on the current hourly rates ranging from $800 to $150. Resch Decl. ¶ 13. The work is not done yet, however. After submitting this motion, the objection and opt-out deadlines and claims deadline will occur, which may require additional communications among the Parties and the Settlement Administrator. *Id.* ¶ 18. Settlement Class Counsel will have to work with the Settlement Administrator to prepare the supplemental declaration for filing prior to the Final Approval Hearing to update the Court on the objections, opt-outs, and claims received. *Id.* Then, Settlement Class Counsel will have to prepare for, travel to, and attend the Final Approval Hearing. *Id.*

Settlement Class Counsel's rates are reasonable for the contingent nature of the work they perform and are in accord with the prevailing rates for class action and complex commercial litigation in the relevant legal markets where the principal attorneys are respectively located, and in consideration of the fact that all Class Counsel maintain a national practice. *Id.* ¶¶ 15-16; *see also New Berry, Inc. v. Smith*, No. 18-1024, 2021 U.S. Dist. LEXIS 219736, at *5 (W.D. Pa.

Nov. 15, 2021) ("The best evidence of a prevailing market rate is counsel's customary billing rate."); *Animal Legal Defense Fund v. Lucas*, No. 2:19-40, 2021 U.S. Dist. LEXIS 187875, at *3 (W.D. Pa. Sep. 30, 2021) ("[T]he attorney's normal billing rate is an appropriate baseline for assessing the reasonableness of the rate requested."). Further, Settlement Class Counsel's rates are within the ranges that have been approved by this Court when overseeing other class settlements. *See In re Remicade Antitrust Litig*., No. 17-cv-04326, 2023 U.S. Dist. LEXIS 43284, at *77 (E.D. Pa. Mar. 15, 2023) (approving hourly rates between $115 to $1,325); *Lietz v. Cigna Corp. (In re Cigna-American Specialty Health Admin. Fee Litig.)*, No. 2:16-cv-03967-NIQA, 2019 U.S. Dist. LEXIS 146899, at *40 (E.D. Pa. Aug. 29, 2019) (approving hourly rates between $175 and $995); *In re ViroPharma Inc. Sec. Litig*., No. 12-2714, 2016 LX 49305, at *54 (E.D. Pa. Jan. 25, 2016) (approving hourly rates ranging from $350 to $925). Given Settlement Class Counsel's experience, work, and the complex and relatively specialized nature of this litigation, these rates are reasonable.

Settlement Class Counsel spent significant time preparing and filing the federal and state court complaints in relation to the Data Incident, reviewing and analyzing information provided by Defendant regarding the Data Incident, negotiating the agreement in principle and then drafting and finalizing the Settlement Agreement and all its exhibits, soliciting bids from settlement administration firms and working with the chosen firm to prepare the notices and claim form, drafting and finalizing the motion for preliminary approval, communicating with the Court about the Preliminary Approval Hearing, implementing the Preliminary Approval Order with the Settlement Administrator to effectuate Notice, and drafting and finalizing this motion for Fee Award, Costs, Service Awards, and Final Approval. Resch Decl. ¶ 12. The tasks performed were done on behalf of the Settlement Class, are typical in this type of litigation, and were necessary to the successful prosecution and resolution of the claims against Defendant.

As a result, Settlement Class Counsel seeks $100,000, inclusive of Fees and Costs. This represents a modest multiplier of 1.6 *at this time*. Courts often approve fees in class actions that correspond to multiples of one to four times the lodestar. *See, e.g.*, *Krell v. Prudential Ins. Co. of Am. (in Re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*), 148 F.3d 283, 341 (3d Cir. 1998) ("Multiples ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied . . . .") (internal citation omitted); *Martin v. Foster Wheeler Energy Corp.*, No. 3:06-CV-0878, 2008 U.S. Dist. LEXIS 25712, at *21 (M.D. Pa. Mar. 31, 2008) ("Lodestar multiples of less than four (4) are well within the range awarded by district courts in the Third Circuit.").

Given the quality of Settlement Class Counsel's work and the results achieved here, the lodestar cross-check supports the reasonableness of the requested fee.

IV. THE REQUESTED ATTORNEYS' FEES ARE FAIR AND REASONABLE BASED ON CONSIDERATION OF THE FACTORS SET FORTH IN *GUNTER* AND RPC 1.5

In assessing the reasonableness of a request for attorneys' fees, Courts in New Jersey and the Third Circuit consider the following factors:

> (1) the size of the fund created and the number of persons benefitted; (2) the presence or absence of substantial objections by members of the class to the settlement terms and/or the fees requested by counsel; (3) the skill and efficiency of the attorneys involved; (4) the complexity and duration of the litigation; (5) the risk of nonpayment; (6) the amount of time devoted to the case by counsel; and (7) awards in similar cases.

Gunter v. Ridgewood Energy Corp., 223 F.3d 190, 195 n.1 (3d Cir. 2000); *see also Sutter v. Horizon Blue Cross Blue Shield of N.J.*, 406 N.J. Super. 86, 105, 966 A.2d 508, 520 (Super. Ct. App. Div. 2009) (applying *Gunter* factors); *Cerbo v. Ford of Englewood, Inc.*, 2006 WL 177586, at *25 (N.J. Super. Ct. Law Div. Jan. 26, 2006) (same). Courts also generally consider three additional factors:

> (8) [T]he value of benefits attributable to the efforts of class counsel relative to the efforts of other groups, such as government agencies conducting investigations, (9) the percentage fee that would have been negotiated had the case been subject to a private contingent fee arrangement at the time counsel was retained, and (10) any innovative terms of settlement.

In re Diet Drugs (Phentermine/Fenfluramine/Dexfenfluramine) Prod. Liab. Litig., 582 F.3d 524, 541 (3d Cir. 2009) (citing *Prudential Ins.,* 148 F.3d at 388). "The fee award reasonableness factors need not be applied in a formulaic way because each case is different, and in certain cases, one factor may outweigh the rest." *In re AT & T Corp.*, 455 F.3d 160, 166 (3d Cir. 2006) (internal quotations and citations omitted).

In addition, attorneys' fees requests should also be reviewed for reasonableness under the factors set forth in New Jersey Rule of Professional Conduct 1.5(a). A review of these factors as well as the *Gunter/Prudential* factors confirms that Settlement Class Counsel's requested Fee Award of $100,000 is reasonable.

A. The Size and Nature of the Settlement Class and Benefits.

In awarding fees, the "most critical factor" for the Court to weigh is "the degree of success obtained." *ViroPharma,* 2016 U.S. Dist. LEXIS 49305, at *48 (quoting *Hensley v. Eckerhart*, 461 U.S. 424, 436, 103 S. Ct. 1933, 1941 (1983)). To assess this factor, courts consider the fee request in comparison to the size of the fund created and the number of class members to be benefited. *Remicade,* 2023 U.S. Dist. LEXIS 43284, at *66. (citation omitted).

Here, though the Class size is admittedly small (390), the benefits provided are nevertheless meaningful. The Settlement provides Credit Monitoring Services to every Settlement Class Member who submits an Approved Claim without limitation. SA ¶ 54. In the private market, comparable services are valued at $19.95 per person per month.[4] If all Settlement Class Members submit an Approved Claim for this benefit, which is not subject to the Aggregate Cap, the value of this benefit to the Settlement Class is $93,366.00. Defendant has also agreed to pay for all administration and notice costs separate and apart from all other settlement benefits. The Settlement Administrator estimates this total cost to be $10,571.00. Analytics Decl. ¶ 21. Also, all Settlement Class Members get the benefit of Defendant improving its security, which has substantial (but confidential) value. *See* SA ¶ 56. Defendant has committed $100,000 to pay for Approved Claims for: (1) a $50 Alternative Cash Payment, which is real money for people and requires simply checking a box, (2) any Settlement Class Member who experienced documented losses can submit Claims for up to $3,000 in Extraordinary Losses or up to $500 in Ordinary Losses, in addition to up to $60 of Lost Time. Defendant agreed to pay, subject to Court approval, a Service Award to Plaintiff for $2,500 and a Fee Award and Costs of $100,000. These sums recognize that without a Plaintiff and counsel to litigate this action, no recovery would have been possible.

Thus, in total, the value of the Settlement to the Settlement Class is well over $300,000. This relief would not have been obtained absent this action and Settlement Class Counsel's diligent efforts. The Claims period is still open to date, and Claims are still being submitted and processed. Settlement Class Counsel will submit updated Claims, Objections, and Opt-Out numbers in advance of the Final Approval Hearing on August 14, 2026.

This factor supports the request Fee Award.

B. The Absence of Objections to the Settlement and Requested Fee.

The deadline for Settlement Class Members to object to or opt-out of the Settlement is

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[4] https://www.equifax.com/personal/products/credit/monitoring-product-comparison/ (Equifax Complete Premier monitoring with three bureaus).

June 26, 2026. Analytics Decl. ¶ 14. The Settlement Administrator has implemented the Court-approved Notice program, sending out the Notice to the Settlement Class Members and creating the Settlement Website. *Id*. ¶¶ 5-13. The Notice apprised Settlement Class Members that Settlement Class Counsel would seek attorneys' fees and litigation costs and expenses in a combined amount of up to $100,000. *Id*. ¶ 7. The Notice also advised Settlement Class Members how and when to object to or opt out of the Settlement. *Id*. To date, the Settlement Administrator has received no objections and no opt-out requests. *Id*. ¶ 14.

Thus, this factor to date weighs heavily in favor of Settlement Class Counsel's fee request. *High St. Rehab., LLC v. Am. Specialty Health Inc*., No. 2:12-cv-07243-NIQA, 2019 LX 32481, at *11 (E.D. Pa. Aug. 29, 2019) ("A low number of objectors or opt-outs is persuasive evidence of the proposed settlement's fairness and adequacy.").

C. The Skill and Efficiency of Attorneys Involved.

The third *Gunter* factor is measured by the "quality of the result achieved, the difficulties faced, the speed and efficiency of the recovery, the standing, experience and expertise of counsel, the skill and professionalism with which counsel prosecuted the case and the performance and quality of opposing counsel." *ViroPharma*, 2016 U.S. Dist. LEXIS 49305, at *49 (citation omitted). Here, these considerations support the reasonable of Settlement Class Counsel's fee request.

Settlement Class Counsel have extensive and significant experience in the field of class action litigation and have significant experience in litigating data breach class actions, such as the current action. As set forth in both the Motion for Preliminary Approval and the Declaration in Support of Plaintiff's Motion for Preliminary Approval, and the firm resume attached thereto as Exhibit B, Settlement Class Counsel are highly experienced attorneys in this type of litigation, with a strong track record of obtaining favorable resolutions in cases such as this one. Indeed, the favorable Settlement obtained here is attributable, in large part to the diligence, determination, hard work, and skill of Settlement Class Counsel. Recognizing the time and expense it would take to litigate this case past both summary judgment and class certification, and the inherent risk those procedural stages pose, Settlement Class Counsel worked diligently to resolve this action, all while providing an immediate benefit to the Settlement Class Members.

The quality and vigor of opposing counsel is also relevant in evaluating the quality of the services rendered by Settlement Class Counsel. *See Remicade,* 2023 U.S. Dist. LEXIS 43284, at *31. Here Defendant was represented by undeniably experienced and skilled attorneys. The ability of Settlement Class Counsel to obtain a favorable outcome for the Settlement Class in the face of formidable legal opposition further confirms the quality of Settlement Class Counsel's representation and supports the reasonableness of the requested fee award.

D. The Complexity and Duration of the Litigation.

As in many data breach class action cases, Plaintiff faced numerous defenses to liability and damages. There is no assurance that Plaintiff would have prevailed at the various stages including motion to dismiss, summary judgment, or class certification. *See Enslin v. Coca-Cola Co.*, 739 F. App'x 91 (3d Cir. 2018) (affirming grant of summary judgment in defendant's favor where former employee failed to establish the employer's alleged a breach of contract caused a compromise of his accounts with internet retailers); *Memorandum Opinion and Order*, *Attias, et al. v. Carefirst, Inc., et al.*, Case No. 1:15-cv-00882-CRC (D.D.C. Mar. 28, 2023) (ECF No. 100) (denying class certification in a data breach case); *McGlenn v. Driveline Retail Merch., Inc.*, No. 18-cv-2097, 2021 U.S. Dist. LEXIS 9532, at *1 (C.D. Ill. Jan. 19, 2021) (same). Indeed, data breach and privacy cases have been found by courts to be complex and involving novel issues of law. *See, e.g.*, *In re Anthem, Inc. Data Breach Litig., 327 F.R.D. 299, 317 (N.D. Cal. 2018)*; *In re Linkedin User Priv. Litig.*, 309 F.R.D. 573, 587 (N.D. Cal. 2015); *In re Sonic Corp. Customer*

Data Sec. Breach Litig., No. 1:17-md-2807, 2019 U.S. Dist. LEXIS 135573, at *13 (N.D. Ohio Aug. 12, 2019) ("The realm of data breach litigation is complex and largely undeveloped. It would present the parties and the Court with novel questions of law."). In short, this was not a simple case with a clear path to liability and judgment and this litigation could have proceeded for several years had it not settled. Nonetheless, Settlement Class Counsel worked diligently to achieve a significant result for the Settlement Class in the face of very real litigation risks. Accordingly, this factor supports the reasonableness of the requested fee award.

E. The Risk of Non-Payment.

"Courts routinely recognize the risk created by undertaking an action on a contingency fee basis militates in favor of approval." *Whiteley v. Zynerba Pharm., Inc.,* No. 19-4959, 2021 U.S. Dist. LEXIS 176101, at *35 (E.D. Pa. Sep. 16, 2021). Settlement Class Counsel undertook this action on an entirely contingent fee basis, shouldering the risk that this litigation would yield no recovery and leave them wholly uncompensated for their time, as well as for their out-of-pocket expenses. Resch Decl. ¶ 2. To date, Settlement Class Counsel has not been paid anything for their efforts. *Id*. As such, a dispositive ruling at any stage of this ligation could have meant a zero recovery for members of the Settlement Class, as well as non-payment for Settlement Class Counsel. Defendant likely would have asserted several substantive defenses that could have eliminated any possibility of recovery for the Settlement Class, as well as non-payment for Settlement Class Counsel. Indeed, had this case not resolved when it did, Plaintiff likely would have faced a litany of dispositive motions, including but not limited to a motion to dismiss and a motion for summary judgment on his individual claims. Thus, this factor weighs in favor of Settlement Class Counsel's fee request.

F. The Amount of Time Devoted to the Litigation by Settlement Class Counsel.

Settlement Class Counsel have received no compensation for their efforts during the course of this Litigation. Resch Decl. ¶ 2. They risked non-payment of over $1,234.68 in out-of-pocket expenses and the over 100 hours they worked on this Litigation, knowing that if their efforts were not successful, no fee would be paid. *Id*. ¶¶ 2, 13-14. Settlement Class Counsel vigorously litigated this action, including, the time spent in the initial investigation of the case; preparing and filing the class action complaints; reviewing and analyzing documents information provided by Defendant; negotiating, drafting, and finalizing the Settlement and related exhibits; soliciting bids from settlement administration firms and working with the chosen administrator to implement the notice program; and drafting and filing the Motion for Preliminary Approval. *Id*. ¶ 12. At all times, Settlement Class Counsel conducted their work with skill and efficiency, conserving resources and avoiding duplication of effort.

The foregoing unquestionably represents a substantial commitment of time, personnel, and out-of-pocket expenses by Settlement Counsel, while taking on the substantial risk of recovering nothing for their efforts. The financial risk to Settlement Class Counsel was significant. This factor thus supports the Settlement Class Counsel's requested fee award.

G. The Request Is Comparable to Awards in Similar Cases.

As discussed above, the requested $100,000 Fee Award, inclusive of Costs, is well within the range of fee awards granted in this Circuit and in comparable data breach cases. *See, e.g.*, *Prudential Ins.,* 148 F.3d at 341 ("Multiples ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied . . . .") (internal citation omitted); *Martin,* 2008 U.S. Dist. LEXIS 25712, at *21 ("Lodestar multiples of less than four (4) are well within the range awarded by district courts in the Third Circuit."); *In re Schering-Plough Corp.*, No. 08-1432 (DMC)(JAD), 2012 U.S. Dist. LEXIS 75213, at *22 (D.N.J. May 31, 2012) ("Plaintiff's requested fee constitutes a multiplier of 1.6 times the lodestar, which is an amount commonly approved by courts of this Circuit."). Accordingly, this factor supports the reasonableness of the requested fee.

H. The Settlement Benefits are Attributable Solely to the Work of Settlement Class Counsel.

The Third Circuit has advised courts to examine whether counsel has benefited from a governmental investigation or enforcement action concerning the alleged wrongdoing, because this can indicate whether or not counsel should be given full credit for obtaining the value of the settlement fund for the class. *See Prudential Ins.,* 148 F.3d at 338. That is not the case here. Settlement Class Counsel alone initiated this action and have been actively litigating this action themselves without assistance from the government or any third parties. Thus, this factor supports the requested fee. *See Harshbarger v. Penn Mut. Life Ins. Co.,* No. 12-6172, 2017 LX 65906, at *13 (E.D. Pa. Dec. 19, 2017) ("Because Class Counsel were the only ones pursuing the claims at issue in this case, this factor weighs in favor of approval").

I. The Fee Award Approximates the Fee that Would Have Been Negotiated in the Private Market.

Both RPC 1.5(a) and the Third Circuit advise that the requested fee should also be compared to "the percentage fee that would have been negotiated had the case been subject to a private [non-class] contingent fee agreement." *AT&T,* 455 F.3d at 165.; RPC 1.5(a)(3) and (a)(8). Here, Settlement Class Counsel essentially request one-third of the total value of the Settlement—the Settlement has a value of over $300,000, *see* § IV.A., *supra*, and Settlement Class Counsel request $100,000. One-third of the total settlement value is commensurate with customary percentages in private contingent fee agreements. *See Boone v. City of Phila*., 668 F. Supp. 2d 693, 714 (E.D. Pa. 2009) (explaining that the median attorneys' fee award in class actions is one-third, or 33%); *see also In re Ins. Brokerage Antitrust Litig*., 297 F.R.D. 136, 156

(D.N.J. 2013) ("Attorneys regularly contract for contingent fees between 30% and 40% with their clients in non-class, commercial litigation.").

J. Innovative Terms of the Settlement.

The Settlement provides all Settlement Class Members with the opportunity to enroll in one year of Credit Monitoring Services. SA ¶ 54. This is an innovative term that allows Settlement Class Members to ensure that their identities are protected in the future, and directly addresses the harm claimed in the operative complaint.

* * *

On the balance, the *Gunter/Prudential* factors demonstrate that Settlement Class Counsel's requested fee is reasonable, and therefore, should be approved.

V. STANDARD OF REVIEW ON FINAL APPROVAL

New Jersey courts have explained that "[t]here is a clear public policy in this state favoring settlement of litigation." *Strougo v. Ocean Shore Holding Co.,* 457 N.J. Super. 138, 157 (Super. Ct. 2017) (quoting *Herrera v. Twp. of S. Orange Vill.,* 270 N.J. Super. 417, 423-24 (App. Div. 1993)). Notably, voluntary settlements are strongly favored "particularly in the context of large class actions." *In re HealthEC LLC Data Breach Litig.*, No. 2:24-cv-26, 2025 U.S. Dist. LEXIS 107723, at *22–24 (D.N.J. June 6, 2025) (citing *Ehrheart v. Verizon Wireless,* 609 F.3d 590, 594-95 (3d Cir. 2010)).

The settlement of a class action requires court approval. R. 4:32-2(e)(1)(C) ("The court may approve a settlement, voluntary dismissal, or compromise that would bind class members only after a hearing and on finding that the settlement, voluntary dismissal, or compromise is fair, reasonable, and adequate."). The approval process generally involves "three stages and two separate hearings." William B. Rubenstein, Newberg and Rubenstein on Class Actions § 13:1 (6th ed. 2022) (hereinafter, "Newberg"); *see also* Manual for Complex Litigation (Fourth) §

21.632 (2004) (hereinafter, "Manual") ("Review of a proposed class action settlement generally involves two hearings."). The first two stages—the initial reasonableness determination and entry of the preliminary approval order—have already been completed. The Court did not hold a preliminary approval hearing and instead decided the motion on the papers.

The third and final stage is for the Court to hold a "final approval hearing" and "decide[] whether or not to give 'final approval' to the settlement." Newberg, § 13:10. At the final approval hearing, the court must finally determine whether the settlement is fair, reasonable, and adequate. *See* Newberg, § 13:42. The Final Approval Hearing is set for August 14, 2026.

VI. THE COURT SHOULD FINALLY APPROVE THE SETTLEMENT PURSUANT TO RULE 4:32-2(e)(1)(C)

The approval of a proposed class action settlement is within the sound discretion of the Court. *Walsh v. Great Atlantic and Pacific Tea Company*, 96 F.R.D. 632 (D.N.J.), *aff'd*, 726 F.2d 956, 965 (3d Cir. 1983); *Girsh v. Jepson*, 521 F.2d 153, 156 (3d Cir. 1975). "There can be no doubt that a court should disapprove a proposed settlement only with considerable circumspection. The settlement of litigation on terms agreeable to all parties is one of the most important tasks we undertake." *Bullock v. Adm'r of Estate of Kircher,* 84 F.R.D. 1, 4 (D.N.J. 1979). Here, final approval is warranted because the Settlement satisfies the applicable standards of Rule 4:32-1(a), Rule 4:32-1(b)(3), and the nine *Girsh* factors.

A. The Court Should Certify the Settlement Class Pursuant to Rule 4:32-1.

The Court has granted conditional certification of the class pending the Final Approval Hearing. The Court found the requirements for class certification to be present here, *see* Preliminary Approval Order at 10-11, and nothing has changed since preliminary approval to negate that determination. *See generally In re Capital One Consumer Data Sec. Breach Litig.,* No. 1:19-md-2915 (AJT/JFA), 2022 U.S. Dist. LEXIS 234943, at *12 (E.D. Va. Sep. 13, 2022) (certifying class and granting final approval where "[n]othing has occurred that would alter the Court's initial determination").

The Settlement Class was preliminarily certified as follows: All individuals to whom written notification was provided by Masterminds Inc. on or around June 3, 2025, regarding the Data Incident. *See* Preliminary Approval Order at 1. For the reasons stated in Plaintiff's Memorandum in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, final class certification for settlement purposes is appropriate. Specifically, the requirements of Rule 4:32-1 are satisfied for the reasons briefed at length in Plaintiff's prior memorandum, which is incorporated herein by reference: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are questions of law and fact that are common to the Settlement Class; (c) the claims of the Settlement Class Representative are typical; (d) the Settlement Class Representative will fairly and adequately protect the interests 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 Litigation.

B. Strong Judicial Policy Favors Settlement Over Litigation

Strong judicial policy favors resolution of class-action litigation by settlement rather than trial. "The law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation." *In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig.,* 55 F.3d 768, 784 (3d Cir. 1995), *cert. denied*, 516 U.S. 524 (1995); *Air Line Stewards & Stewardesses Asso. v. Trans World Airlines, Inc.*, 630 F.2d 1164, 1166-67 (7th Cir. 1980) (the rule that federal courts look with great favor upon the voluntary resolution of litigation through settlement carries particular force in class action law suits), *aff'd*, 455 U.S. 385 (1982); *In re Warfarin Sodium Antitrust Litig.,* 212 F.R.D. 231, 254 (D. Del. 2002) (there is an overriding public interest in settling litigation, particularly class actions).

The reasons for this policy were articulated in *Weiss v. Mercedes-Benz of N. Am.,* 899 F. Supp. 1297, 1300 (D.N.J. 1995), *aff'd without op'n*, 66 F.3d 314 (3d Cir. 1995), as follows:

> When the parties negotiate a settlement, they have far greater control of their destiny than when a matter is submitted to a jury. Moreover, the time and expense that precedes the taking of such a risk can be staggering. This is especially true in complex commercial litigation.

The policy in favor of settlements is particularly appropriate in data breach complex class actions with their notable uncertainties and difficulties of proof. *Cotton v. Hinton,* 559 F.2d 1326, 1331 (5th Cir. 1977).

C. The Court Should Give Great Weight to the Judgment of Experienced Counsel

"Given the limits upon the court's opportunity to assess all aspects of a case, the opinion and judgment of experienced counsel must be given substantial weight." *Walsh*, 96 F.R.D. at 643; *see also Lake v. First Nationwide Bank,* 900 F. Supp. 726, 732 (E.D. Pa. 1995) (significant weight should be attributed "to the belief of experienced counsel that settlement is in the best interest of the class.") (quoting *Austin v. Penn. Dep'd of Corrections*, 876 F. Supp. 1437, 1472 (E.D. Pa. 1995)).

The Settlement here enjoys a presumption that it is fair and reasonable because, as found in this Court's Preliminary Approval Order at 3, it is the product of arm's-length negotiations conducted by experienced counsel who are fully familiar with all aspects of the class-action litigation. *See also General Motors*, 55 F.3d at 785; Manual for Complex Litigation, 3d at § 30.43 (1995); *Bullock*, 84 F.R.D. at 10 (recommendations of experienced counsel are entitled to great weight).

While a court must independently evaluate the merits of a proposed settlement, the court is entitled to rely on the judgment of experienced counsel. *Cotton,* 559 F.2d at 1330. Thus, the Court should avoid substituting its image of an ideal settlement for the promising parties' views. *See, e.g.*, *Bullock,* 84 F.R.D. at 4; *In re Prudential Ins. Co. Sales Practices Litig.*, 962 F. Supp. 450, 534 (D.N.J. 1997), *aff'd*, 148 F.3d 283 (3d Cir. 1998), *cert. den. sub. nom.*, *Krell v. Prudential Ins. Co. of Am.*, 119 S.Ct. 890 (1999); *Sommers v. Abraham Lincoln Fed. Sav. And Loan Ass'n*, 79 F.R.D. 571, 576 (E.D. Pa. 1978); *Fisher Bros. v. Cambridge-Lee Indus., Inc.*, 630 F. Supp. 482, 488 (E.D. Pa. 1985); *In re Cendant Corp. Sec. Litig.*, 109 F. Supp.2d 235, 255 (D.N.J. 2000) ("the issue is whether the settlement is fair and reasonable, not whether one could conceive of a better settlement") *aff'd*, 264 F.3d 201 (3d Cir. 2001), *cert. den. sub nom. Mark v. Cal. Pub. Employees Ret. Sys.*, 535 U.S. 929, *on remand* 243 F. Supp. 2d 166 (D.N.J. 2003).

Settlement Class Counsel has familiarized themselves with all facts necessary for a complete understanding of the strengths and weaknesses of this case. Resch Decl. ¶¶ 5-6. At the Preliminary Approval stage, as reflected in the Declaration of Brittany Resch in support of that motion, Settlement Class Counsel took all these factors into consideration along with factors such as the timing of the settlement and the likelihood of achieving a better result at trial when they recommended that this Court find the proposed Settlement to be fair, reasonable, and adequate.

D. The Settlement Is Fair, Reasonable, And Adequate

"The basic test for court approval of a settlement of a class action is whether it is fair and reasonable to the members of the class." *Chattin v. Cape May Greene, Inc.*, 216 N.J. Super. 618, 627 (App. Div. 1987); *see also Paterson v. Paterson Gen. Hosp.,* 104 N.J. Super. 472, 473 (App. Div. 1969), *aff'd*, 53 N.J. 421, 251 *A.*2d 131 (1969); *Morris Cty. Fair Hous. Council v. Boonton*

Twp., 197 N.J. Super. 359, 369 (Super. Ct. 1984*)*. If the settlement is fair and reasonable, it may be approved. *City of Paterson, supra*; *Kincade v. Gen. Tire & Rubber Co.,* 635 F.2d 501, 505 (5th Cir. 1981). In class actions, however, there is scrutiny of settlements which is not generally required in other actions. This is because the "court rules require notice of a proposed settlement of a class action to be given to the members of the class and the court must approve the settlement." *Id.* (citing Rule 4:32–4).

The trial court conducts a fairness hearing to scrutinize the settlement and consider objections. However, "a trial court 'must not forget that it is reviewing a settlement proposal rather than ordering a remedy in a litigated case.'" *Builders League of S. Jersey, Inc. v. Gloucester Cty. Utils. Auth.,* 386 N.J. Super. 462, 471 (App. Div. 2006) (quoting *Armstrong v. Bd. of Sch. Dirs.,* 616 F.2d 305, 314-15 (7th Cir. 1980)).

The Settlement fairly resolves the claims and adequately compensates Settlement Class Members who submit Approved Claims for the Data Incident at issue by providing all Settlement Class Members with reimbursement of Extraordinary and Ordinary Losses, Credit Monitoring Services, compensation for Lost Time, a $50 Alternative Cash Payment, and business practice enhancements. Absent the Settlement, there is little Settlement Class Members could do to immediately protect themselves from the risks of identity theft besides purchase monitoring services themselves (which may never be reimbursed and they may not be able to afford), and nothing they could do would require Defendant to implement and maintain specific data security measures. In other words, delaying resolution will only hurt Settlement Class Members.

E. Application of the *Girsh* Factors Favors Approval

In addition to the principles that are applied under Rule 4:32 for settling class actions, the state courts in New Jersey have also applied the factors under *Girsh v. Jepson*, 521 F.2d 153 (3d

Cir. 1975).[5] The nine factors are often referred to as the "*Girsh* Factors" which are taken as a guide for class action settlements. The Court should consider whether the settlement is within the range of reasonableness under the *Girsh* Factors. It is appropriate for New Jersey State Courts to consult federal case law in determining the procedures and standards for approval of class action settlements. *Morris County Fair Hous. Council v. Boonton Twp.*, 197 N.J. Super. 359, 369 (Law Div. 1984), *aff'd*, 209 N.J. Super. 108 (App. Div. 1986).

Applying these factors to the Settlement presented here demonstrates that the proposed settlement is fair, reasonable and adequate, and should be approved. Plaintiff analyzed these factors in his Preliminary Approval Motion and the Court analyzed each in its Preliminary Approval Order and found they favored preliminary approval. For the sake of the record, Plaintiff expounds on them again here.

1. **First *Girsch* Factor: Continued Litigation Would be Long, Complex and Expensive and Supports Final Approval**

The expense and risk of litigation often weigh heavily in favor of settlement.

> [T]he Court should consider the vagaries of litigation and compare the significance of immediate recovery by way of compromise to the mere possibility of relief in the future, after protracted and expensive litigation. In this respect, 'It has been held proper "to take the bird in hand instead of a prospective flock in the bush.

Bullock, 84 F.R.D. at 10-11 (citing *Oppenlander v. Standard Oil Co*., 64 F.R.D. 597, 624 (D. Colo. 1974)).

[5] While the *Girsh* factors originate in the Third Circuit, New Jersey state courts have also adopted the *Girsh* factors. *See, e.g., Strougo*, 457 N.J. Super. at 159 ("Because the *Girsh* factors are reinforced by a substantial amount of case law in the Third Circuit and elsewhere, this court is persuaded to formally adopt these factors in New Jersey when conducting an analysis to determine the approval of a class action settlement pursuant to Rule 4:32-2(e). The court will now apply the *Girsh* factors to this case."); *Moore v. Atl. Cnty*., No. ATL-L-902-15, 2021 N.J. Super. Unpub. LEXIS 5576 at *3 (Super. Ct. May 11, 2021) ("The Court finds that the *Girsh* factors weigh in favor of granting final approval of the Settlement Agreement."); *Lopez-Negron v. Progressive Cas. Ins. Co*., No. CAM-L-779-15, 2020 N.J. Super. Unpub. LEXIS 4899 at *2 (Super. Ct. Oct. 5, 2020) ("The Court finds that eight of the nine *Girsh* factors weigh in favor of granting final approval of the Settlement Agreement.").

If the case at bar were litigated to conclusion rather than being settled, it would demand a significant expenditure of resources from all parties in terms of extensive discovery, additional motion practice, and trial preparation. Additionally, the trial itself would be factually and legally complex, as well as expensive and time consuming.

In lieu of a complex and lengthy trial, the Settlement provides timely and practical relief to the Settlement Class Members in the form of an Alternative Cash Payment, Lost Time compensation, and reimbursement for Extraordinary and Ordinary Losses. In addition, the security measures Defendant agreed to in the Settlement will protect the Personal Information of Class Members from future data breaches. These remedies would otherwise not be available to them for years, if at all. Courts have consistently held that, unless the proposed settlement is clearly inadequate, it is preferable to approve the settlement than to continue lengthy and expensive litigation with uncertain result. *TBK Partners, Ltd. v. Western Union Corp.,* 517 F. Supp. 380, 389 (S.D.N.Y. 1981), *aff'd*, 675 F.2d 456 (2d Cir. 1982). Expeditious resolution is particularly valuable here because Credit Monitoring Services are most beneficial in the years immediately following the Data Incident, when the exposed Personal Information is most susceptible to misuse.

Thus, the first *Girsh* factor is "easily satisfied in data breach class actions." *HealthEC*, 2025 U.S. Dist. LEXIS 107723, at *26 (collecting cases).

2. Second Girsh Factor: The Reaction of the Class

"To evaluate the reactions of the Class to the terms of the Settlement, 'the number and vociferousness of the objectors' must be examined." *In re General Motors,* 55 F.3d at 812. It is generally assumed that "'silence constitutes tacit consent to the agreement.'" *Id.* (quoting *Bell Atlantic Corp. v. Bolger*, 2 F.3d 1304, 1313 n. 15 (3d Cir. 1993)); *In re Safety Components Int'l Sec. Litig.,* 166 F. Supp. 2d 72, 86 (D.N.J. 2001). Here, Settlement Class Members' responses to the Settlement are overwhelmingly positive.

As of June 10, 2026, at least 27 Settlement Class Members submitted Claim Forms. Analytics Decl. ¶ 15. As of June 10, 2026, none of the Settlement Class Members requested to be excluded from the Settlement and no Settlement Class Member objected. *Id*. ¶ 14. This demonstrates that, at least to date, the Settlement Class Members support the Settlement and that the Settlement is fair and reasonable. The absence of any objections to the Settlement takes on an even greater significance in this case since 389 of 390 Settlement Class Members received individual, direct notice. That the Settlement has been universally accepted by the Settlement Class weighs very heavily in favor of the Court's final approval.

3. Third *Girsh* Factor: The State of the Proceedings and the Amount of Discovery Completed

"This factor 'captures the degree of case development that class counsel have accomplished prior to settlement. Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating.'" *General Motors*, 55 F.3d at 813.

Here, the Settlement was reached after rigorous, arms'-length negotiations. Resch Decl. ¶¶ 5-9. Before and during this litigation, Settlement Class Counsel conducted an exhaustive investigation into the facts underlying Plaintiff's claims. *Id.* ¶ 3. The Parties exchanged sufficient information under Rule 408 prior to and during negotiations to make an informed judgment about settlement, including information about the cause and scope of the Data Incident and information about the number of individuals affected. *Id*. ¶ 5. This allowed Settlement Class Counsel to approach settlement discussions fully informed. Following the agreement in principle, the Parties finalized the settlement after several weeks of additional negotiations and other extensive communications. *Id*. ¶¶ 7-8.

The fact that Settlement Class Counsel was able to acquire sufficient information to engage in the negotiation of the Settlement without resorting to extensive formal discovery and disputes militates in favor of approving the Settlement, not against it. *HealthEC*, 2025 U.S. Dist. LEXIS 107723, at *28 (D.N.J. June 6, 2025) ("While no discovery was completed, a thorough factual investigation was conducted to facilitate and assess the settlement. . . . Thus, while this matter is still in its relative infancy, this matter has proceeded far enough along that this factor weigh in favor of settlement."). Thus, the third *Girsh* factor supports preliminary approval.

4. Fourth and Fifth *Girsh* Factors: Plaintiff Faced Risk in Establishing Liability and Damages

In assessing the fairness, reasonableness, and adequacy of the settlement, the Court must balance the risks of establishing liability and damages against the benefits afforded to Settlement Class Members. *Girsh*, 521 F.2d at 157. In discussing this factor, the court in *Weiss* noted that "the risks surrounding a trial on the merits are always considerable." 899 F. Supp. at 1301. As courts have noted, "no matter how confident one may be of the outcome of litigation, such confidence is often misplaced" and "victory in litigation is never guaranteed." *State of West Virginia v. Chas. Pfizer & Co.*, 314 F. Supp. 710, 743-44 (S.D.N.Y.), *aff'd*, 440 F.2D 1079 (2d Cir. 1970), *cert. denied*, 404 U.S. 871 (1971); *Aremissofti*, 210 F.R.D. at 125. The fourth and fifth inquiries attempt to measure the expected value of litigating the action rather than settling it at the current time. *In re Cendant Corp., Deriv. Action Litig.*, 232 F.Supp.2d 327, 335 (D.N.J. 2002).

In considering these factors, the court should "avoid conducting a mini-trial" and "to a certain extent, give credence to the estimation of the probability of success proffered by class counsel, who are experienced with the underlying case, and the possible defenses which may be raised to their causes of action." *Whetman v. IKON (In re IKON Office Sols. Sec. Litig.),* 209

F.R.D. 94, 105-06 (E.D. Pa. 2002). Moreover, the proponents of settlement do not have the burden of demonstrating to a certainty that the class will fail to recover. *Hill v. Art Rice Realty Co.*, 66 F.R.D. 449, 456 (N.D. Ala. 1974). Instead, they need only show that the likelihood of success is not so great that the settlement should be disapproved. *Id.*

The Settlement here allows the Class to avoid expense and risk. For example, absent this Settlement, Defendant could prevail on their legal arguments to defeat liability entirely, resulting in no recovery for the Class whatsoever. Considering these possibilities, the Parties found the settlement amount to be more than reasonable. When compared with the immediate benefits provided by the Settlement as against a full trial, the balance favors approval of the Settlement. *In re: Prudential Ins. Co. of Am. Sales Practices Litig.*, 962 F. Supp. 450, 539-40 (D.N.J. 1997) (risks of establishing liability weigh in favor of approving settlement because the establishment of liability at trial can never been guaranteed whereas a settlement is certain and avoids many of the obstacles posed by a trial). Balancing the strength of Plaintiff's claims against the substantial hurdles Plaintiff faces in establishing liability and damages, Plaintiff and Settlement Class Counsel concluded that accepting the relief obtained in the Settlement – which provides almost all of the relief to which the Settlement Class Members would be entitled to if they prevailed at trial – was in the best interest of the Class. Resch Decl. ¶ 21. Therefore, this factor also weighs in favor of final approval of the Settlement.

5. Sixth Girsh Factor: Risks of Maintaining the Class Action Through Trial

There is no guarantee that the Court would certify a class if the Parties continue to litigate. Plaintiff believes that this is a particularly straightforward case for class certification, but no plaintiff can ever be assured of maintaining class certification through trial. The Settlement Class here has been provisionally certified, but it is subject to decertification at any given moment for any of several reasons. Proceeding to trial always entails a risk, however slight, of decertification, highlighting the inherent risks and expense of maintaining a class through trial. *Cendant*, 109 F. Supp. 2d at 262. Moreover, "no data breach class action has reached the trial stage" and "the trial risk is difficult to quantify and raises the uncertainty involved in the case." *In re Canon United States Data Breach Litig.,* No. 20-CV-6239-AMD-SJB, 2024 U.S. Dist. LEXIS 138499, at *30 (E.D.N.Y. Aug. 5, 2024). Thus, this factor favors final approval.

6. Seventh *Girsh* Factor: Defendant's Ability to Withstand a Greater Judgment

The seventh *Girsh* factor is neutral because it "has marginal relevance unless the ability of a defendant to survive a judgment is central to the negotiation process." *Cunningham v. DG3 N. Am., Inc.,* No. 2:24-cv-07385, 2025 LX 424512, at *15 (D.N.J. Oct. 14, 2025). Thus, in *Cunningham*, this factor was "neutral" because the resources of the defendant were not relevant. *Id*. Here too, the seventh *Girsh* factor is neutral because the resources of Defendant were not central to the negotiation process. Resch Decl. ¶ 5.

7. Eighth and Ninth Girsh Factors: The Range of Reasonableness of the Settlement in Light of the Best Possible Recovery and All Attendant Risks of Litigation

It is appropriate to consider the last two *Girsh* factors together. *See, e.g.*, *Prudential*, 148 F. 3d at 283; *In re Found for New Era Philanthropy Litig*., 175 F.R.D. 202 (E.D. Pa. 1997). This analysis asks "whether the settlement is reasonable in light of the best possible recovery and the risks the parties would face if the case went to trial. *Prudential*, 148 F. 3d at 322. Accordingly, the focus is on the overall reasonableness of the settlement. *In re Safety Components*, 166 F. Supp. 2d at 92; *see also General Motors*, 55 F.3d at 806 ("Settlement is a compromise, a yielding of the highest hopes in exchange for certainty and resolution.").

Here, the relief provided by the Settlement falls well within a reasonable range. If the Settlement Class obtained a complete victory, Class Members would likely receive the same – if not less – relief. However, absent Settlement, Class Members would experience significant delay in recovery. This Settlement confers substantial tangible benefits to all other Class Members. When the Settlement benefits are weighed against the pending litigation risks and potential alternative outcomes, the proposed Settlement is more than reasonable. For example, absent this Settlement, Defendant could prevail on its legal arguments to defeat liability entirely, resulting in no recovery for the Class whatsoever. Considering these possibilities, the Parties found the Settlement amount to be more than reasonable.

In *Foundation For New Era,* the court concluded that the risks on the merits, together with the time and expense of continued litigation supported the settlement:

> While the plaintiffs believe they would ultimately have prevailed, both sides recognized that there are abundant factual and especially legal uncertainties in this litigation, and trying this matter would have required significant time, resources and expense to all concerned.

Foundation For New Era, 175 F.R.D. at 206. Here, too, there exist uncertainties about the Class's ability to succeed and a significant amount of time and expense remaining to the litigation. These factors weigh strongly in favor of settlement.

Thus, application of the *Girsh* factors strongly supports approval of this Settlement. Plaintiff therefore asks the Court to find that the *Girsh* factors favor this settlement and to give final approval to the Settlement.

CONCLUSION

For the above-mentioned reasons, Plaintiff respectfully requests the Court: (1) grant Plaintiff's motion for Fee Award and Costs, and Service Award; (2) grant final approval of the Settlement as fair, reasonable, and adequate; (3) certify the Settlement Class for purposes of judgment on the Settlement; (4) find that the Notice Plan satisfies the requirements of all applicable requirements of law, including N.J. Ct. R. 4:32- 2, and due process and constitutes the best notice practicable under the circumstances; and (4) enter final judgment.

Dated: June 12, 2026

Respectfully submitted,

By: */s/ Patrick Howard*

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Attorneys for Plaintiff and the Settlement Class

CERTIFICATE OF SERVICE

I, Patrick Howard, hereby certify that on June 12, 2026, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record via the ECF system.

DATED this 12 day of June, 2026.

SALTZ, MONGELUZZI & BENDESKY, P.C.

By: */s/ Patrick Howard*

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Settlement Class Counsel

BRAD FABER, on behalf of himself and all others similarly situated, Plaintiff, v. **MASTERMINDS, INC.**, Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION ATLANTIC COUNTY Docket No. ATL-L-003322-25 Hon. Danielle J. Walcoff

DECLARATION IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR ATTORNEYS' FEES, COSTS, SERVICE AWARD, AND SERVICE AWARD

1. I, Brittany Resch ("Settlement Class Counsel"), am counsel of record for the named Plaintiff and the conditionally certified Settlement Class in the above captioned data breach class action against Defendant Masterminds, Inc. ("Masterminds" or "Defendant"). I have personal knowledge of the facts set forth in this Declaration. I submit this declaration in Support of Plaintiff's Unopposed Motion for Fee Award and Costs, Service Award, and Final Approval.

2. Settlement Class Counsel for Plaintiff and oversaw the prosecution of the entire action. Settlement Class Counsel undertook this action on a contingent fee basis, meaning that to

date Settlement Class Counsel has received no payment for these services. Settlement Class Counsel also advanced all litigation expenses, and to date have not received reimbursement for these from any source. Further, Settlement Class Counsel's agreement with Plaintiff provided that he would not be charged for any fees or expenses in the event of an unsuccessful outcome. Settlement Class Counsel carefully tracks all time spent and expenses incurred in this matter.

3. Prior to commencing this action, Settlement Class Counsel spent many hours investigating the claims against Defendant. Settlement Class Counsel's factual and legal investigation included gathering information about the type of information compromised in the Data Incident as well as a review of existing legal authority regarding potential claims.

4. On July 16, 2025, Plaintiff filed a class action complaint against Defendant in the United States District Court for the District of New Jersey, stylized *Faber v. Masterminds Inc.*, No. 1:25-cv-13370. Plaintiff brought claims for negligence, negligence *per se*, breach of implied contract, invasion of privacy, unjust enrichment, breach of fiduciary duty, and declaratory judgment.

5. Shortly after filing this complaint and to conserve resources, Parties began exploring the possibility of early resolution and agreed to exchange informal discovery regarding, *inter alia*, the types of Personal Information impacted, Defendant's analysis of the Data Incident, the number of Settlement Class Members, the locations of Settlement Class Members, and Defendant's response to the Data Incident. The resources of Defendant were not central to the negotiation process.

6. For the next three months, the Parties engaged in vigorous arm's length negotiations—wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation.

7. After numerous rounds of back-and-forth negotiations, the Parties reached an agreement on the core terms of the Settlement. Thereafter, the Parties continued to negotiate the finer terms of the Settlement. To facilitate the Settlement, Plaintiff voluntarily dismissed his federal court complaint on December 11, 2025, and refiled in this Court on December 18, 2025.

8. The Parties then began drafting and finalizing the Settlement Agreement. During this time, Settlement Class Counsel solicited bids from settlement administration firms and the Parties agreed that Analytics would serve as the Settlement Administrator.

9. The Parties continued drafting and finalizing the Settlement Agreement and proposed exhibits and the Settlement Agreement was later executed by all Parties. The Settlement Agreement is attached hereto as **Exhibit 1**.

10. Settlement Class Counsel drafted and on February 27, 2026, filed the unopposed Motion for Preliminary Approval of Class Action Settlement and all supporting documents, which was subsequently approved on March 27, 2026.

11. Settlement Class Counsel then worked with Analytics to implement the Notice program.

12. The services Settlement Class Counsel performed on behalf of the Settlement Class include, but are not limited to the following: consulting with Plaintiff; investigating the claims and drafting and editing the class action complaints, including the operative complaint; reviewing and analyzing information produced by Masterminds; participating in arm's-length negotiations for several weeks; negotiating, drafting, and finalizing the proposed class action settlement agreement and related exhibits; soliciting bids from settlement administration firms and working with the chosen administrator to implement the Notice program; communicating with the Court about the Preliminary Approval Hearing, drafting and filing the Motion for Preliminary Approval; responding to Settlement Class Member inquiries about the Settlement;

drafting and filing the Motion for Fee Award and Costs, Service Award, and Final Approval.

13. Set forth below are summaries reflecting the amount of time Settlement Class Counsel worked on the action, and the corresponding lodestar value of that work. These were prepared based upon daily time records maintained by Settlement Class Counsel in the ordinary course of business, and the lodestar calculations are based on the firm's current hourly billing rate.

Timekeeper	Position	Hourly Rate	Hours	Lodestar
Samuel Strauss	Partner	800.00	16.10	12,880.00
Raina Borrelli	Partner	800.00	1.00	800.00
Brittany Resch	Partner	800.00	26.80	18,090.00
Andrew Gunem	Associate	550.00	21.60	11,880.00
Carolyn Chen	Associate	550.00	19.20	10,560.00
Camile Alvarez	Associate	500.00	9.00	4,500.00
Abraham Barkordar	Associate	400.00	6.50	2,600.00
Megan Wang	Paralegal	200.00	0.80	160.00
Min Ro	Paralegal	200.00	0.90	180.00
John Erickson	Legal Assistant	150.00	0.50	75.00
TOTAL	[redacted]		**102.40**	**$61725.00**

14. Settlement Class counsel also incurred **$1,234.68** in expenses that were reasonably necessary to the prosecution of this litigation.

Description	Amount
Service Fees	90.00
Research Fees	90.00
Mailing Fees	49.68
Filing Fees	705.00
PHV Fees	300.00
TOTAL	**$1,234.68**

15. These records have been reviewed to confirm both the accuracy of the entries as well as the necessity for and reasonableness of the time and expenses expended in this complex class litigation by a firm with a nationwide practice. The time reflected in Settlement Class Counsel's lodestar calculation and the expenses for which payment is sought are reasonable in

amount and were necessary to prosecute the action and resolve the Settlement before the Court.

16. The above hourly rates for Settlement Class Counsel's attorneys and professional support staff are the firm's current hourly rates or the firm's equivalent rate for the biller as of their last date of employment. The hourly rates for attorneys and professional support staff of Settlement Class Counsel are the same as the regular rates charged for their services in hourly and contingent fee matters.

17. The expenses for which Settlement Class Counsel seeks reimbursement are a reasonable amount and were necessary for the effective and efficient prosecution of this action. The expenses submitted are of a type normally charged to and paid by fee-paying clients.

18. Settlement Class Counsel will continue to expend substantial additional time and expenses to advance the Class's interest through the Final Approval Hearing and throughout settlement administration. This includes continued monitoring of the claims administration process, assisting Analytics with submitting a supplemental declaration in advance of the Final Approval Hearing, and preparing for, travelling to, and attending the in-person Final Approval Hearing. There will also be substantial additional costs associated with the travel to the Final Approval Hearing.

19. Settlement Class Counsel's Fee Award amounts to approximately a 1.6 multiplier of their total lodestar to date. This multiplier will be decreased as additional time is spent to get this settlement finally approved and the administration complete.

20. A service award of $2,500.00 for Plaintiff is also appropriate here. Plaintiff performed valuable services for members of the Settlement Class by bringing his claims to Settlement Class Counsel for investigation, agreeing to serve as the Plaintiff, reviewing the complaints, including the operative complaint, remaining available to consult with Settlement Class Counsel when necessary regarding the progress of the litigation, and reviewing and

approving the settlement on behalf of the Class. Accordingly, the Service Award for Plaintiff is reasonable given his efforts on behalf of the Class in this matter.

21. Based on my years of experience representing individuals in complex class actions, including in particular in data breach cases, I continue to recommend this Settlement be finally approved as a fair, reasonable, and adequate as it provides significant and immediate relief to Settlement Class Members and is within the range of other data breach settlement.

I declare under penalty of perjury under the laws of the State of Minnesota that the foregoing is true and correct.

Dated: June 12, 2026

Respectfully submitted,

By: */s/ Patrick Howard*

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Attorneys for Plaintiff and the Settlement Class

CERTIFICATE OF SERVICE

I, Patrick Howard, hereby certify that on June 12, 2026, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record via the ECF system.

DATED this 12 day of June, 2026.

SALTZ, MONGELUZZI & BENDESKY, P.C.

By: */s/ Patrick Howard*

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EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is entered into by and between Brad Faber ("Plaintiff" or "Settlement Class Representative"), individually and on behalf of the participating Settlement Class Members (as defined *infra*), and Masterminds, Inc. ("Masterminds" or "Defendant") (together, the "Parties"), in the action *Faber v. Masterminds Inc.* (Case No. L00332225) filed on December 18, 2025, in the Superior Court of New Jersey, Atlantic County (the "Action"). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined *infra*), upon and subject to the terms and conditions below.

I. FACTUAL BACKGROUND AND RECITALS

1. Defendant is a creative advertising agency based in Atlantic County, New Jersey. On July 16, 2025, Plaintiff filed a class action complaint against Defendant in the United States District Court for the District of New Jersey, stylized *Faber v. Masterminds Inc.*, No. 1:25-cv-13370.

2. Therein, Plaintiff alleged that Defendant was impacted by a cybersecurity incident (the "Data Incident") on or around June 3, 2025. Plaintiff alleged that the Data Incident impacted the personal information (the "Personal Information") of the current and former employees of Defendant (i.e., the "Settlement Class" or "Settlement Class Members").

3. Therein, Plaintiff brought claims for negligence, negligence *per se*, breach of implied contract, invasion of privacy, unjust enrichment, breach of fiduciary duty, and declaratory judgment.

4. To conserve resources, the Parties began discussing the possibility of early resolution and agreed to exchange informal discovery regarding, *inter alia*, the types of Personal Information impacted, Defendant's analysis of the Data Incident, the number of Settlement Class Members, the locations of Settlement Class Members, and Defendant's response to the Data Incident. By exchanging informal discovery, the Parties obtained an objective understanding of the underlying facts. Thus, the Parties were able to carefully evaluate the strengths and weaknesses of the claims and defenses. Defendant represented there are approximately 396 people in the Settlement Class.

5. Then, for over three months, the Parties engaged in arm's length negotiations—wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation. The Parties discussed the relevant facts and law and advocated their positions. Throughout the entire process, the Parties agreed to not negotiate attorney fees or service award until the core terms of a settlement were finalized (i.e., to avoid any conflicts).

6. After numerous rounds of back-and-forth negotiations, the Parties eventually reached an agreement on the core terms of the Settlement on December 8, 2025. Thereafter, the Parties continued to negotiate the finer terms of the Settlement.

7. To facilitate the Settlement, Plaintiff voluntarily dismissed his federal court complaint on December 11, 2025. Then, Plaintiff filed the operative class action complaint in the Superior Court of New Jersey, Atlantic County on December 18, 2025.

8. Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiff and Settlement Class Members in any way. This Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

9. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

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

II. DEFINITIONS

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

11. "**Aggregate Cap**" means the aggregate limit of $100,000.00 which Defendant shall pay for all claims for Extraordinary Losses, Ordinary Losses, Lost Time, and Alternative Cash Payments. If the aggregate claims exceed $100,000, the amount of each claim will be reduced *pro rata* so that the aggregate amount paid for all claims made does not exceed $100,000. Credit Monitoring costs are not subject to this cap and will be paid separate and apart from this cap. To receive any relief, Settlement Class Members must submit a valid and timely claim to the Settlement Administrator. The settlement shall be administered on a wholly claims-made basis.

12. "**Alternative Cash Payment**" means the cash payment of $50.00 that Settlement Members can claim as set forth in Section III.

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

14. "**Claim Form**" means the form(s) participating Settlement Class Members must submit to obtain the benefits provided by the Settlement, which form is attached hereto as **Exhibit**

C, or form(s) approved by the Court substantially similar to **Exhibit C**. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.

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

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

17. "**Claims Review Process**" means the process for reviewing and determining whether claims are valid as set forth in Section IV.

18. "**Court**" means the Superior Court of New Jersey, Atlantic County.

19. "**Credit Monitoring Services**" means the credit monitoring services described in Section III which includes one year of credit monitoring through three bureaus, including at least $1,000,000 in identity theft protection insurance.

20. "**Data Incident**" means the cybersecurity incident that impacted Defendant on or around June 3, 2025.

21. "**Defendant's Counsel**" means Joshua Briones of Briones PC.

22. "**Effective Date**" means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

23. "**Extraordinary Losses**" means the monetary relief of up to $3,000.00 per person that Defendant will pay if: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Breach; (iii) the loss from fraud or identity theft was incurred after the date of the Data Breach; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. Claims for extraordinary losses must be supported with third-party documentation.

24. "**Fee Award and Costs**" means the amount of attorney fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction

of any request or claim for payment of attorney fees, costs, and litigation expenses in connection with this Action.

25. "**Final Approval Hearing**" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment to be approving the Settlement Agreement, approving the Fee Award and Costs, and approving Service Award to the Class Representative.

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

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

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

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

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

31. "**Objection Deadline**" is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be 60 days after the Notice Deadline.

32. "**Objection Procedure**" means the procedure that Settlement Class Members must follow to object to the Settlement as set forth in Section VI.

33. "**Opt-Out**" means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for

Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

34. "**Opt-Out Deadline**" is the last day on which a Settlement Class Member may postmark a Request for Exclusion, 60 days after the Notice Deadline.

35. "**Opt-Out Procedure**" means the procedure that Settlement Class Members must follow to opt-out of the Settlement as set forth in Section VI.

36. "**Ordinary Losses**" means the monetary relief of up to $500.00 per person that Defendant will pay for, without limitation and by way of example, Lost Time; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Claims for ordinary losses must be supported with third-party documentation.

37. "**Participating Settlement Class Member**" means a Settlement Class Member who does not submit a valid Request for Exclusion before the Opt-Out Deadline, as set forth in Section VI.

38. "**Personal Information**" includes, but is not limited to, general person information and demographic information, which included identifiers such as name, address, date of birth, and Social Security number. The term "Personal Information" is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

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

40. "**Released Claims**" means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorney fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident and the operative facts alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

41. "**Released Parties**" means Defendant and each and every of its predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers,

shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant's predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a "Released Party."

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

43. "**Request for Exclusion**" means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Section VI.

44. "**Service Award**" means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of their role in this Action as set forth in Section XI.

45. "**Settlement**" means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

46. "**Settlement Administrator**" means Analytics Consulting LLC, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel, Defendant and Defendant's Counsel, to administer the settlement.

47. "**Settlement Class**" is defined as "All individuals to whom written notification was provided by Masterminds Inc. on or around June 3, 2025, regarding the Data Incident." Excluded from the Settlement Class are (i) Defendant; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. In total, there are approximately 396 people in the Settlement Class.

48. "**Settlement Class Counsel**" means Brittany Resch of Strauss Borrelli PLLC.

49. "**Settlement Class List**" means the list of the names and current or last known mailing address information for Settlement Class Members that Defendant used to mail notice of the Data Incident to individuals, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within thirty (30) days of entry of the Preliminary Approval Order.

50. "**Settlement Class Member**" means an individual who falls within the definition of the Settlement Class.

51. "**Settlement Class Representative**" means Brad Faber.

52. "**Settlement Payment**" or "**Settlement Check**" mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Section IV.

53. "**Settlement Website**" means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Section V.

III. SETTLEMENT BENEFITS

54. **Credit Monitoring Services.** All participating Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services which will include one year of credit monitoring through three bureaus including at least $1,000,000 in identity theft protection insurance.

55. **Cash Benefits**. Subject to the Aggregate Cap of $100,000.00, Defendant will pay Approved Claims for Extraordinary Losses, Ordinary Losses, Lost Time, and Alternative Cash Payments, as described below.

a. **Claims for Extraordinary Losses.** Subject to the Aggregate Cap, Defendant will pay up to $3,000.00 per person for unreimbursed monetary losses if: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Breach; (iii) the loss from fraud or identity theft was incurred after the date of the Data Breach; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. Claims for extraordinary losses must be supported with third-party documentation.

b. **Claims for Ordinary Losses.** Subject to the Aggregate Cap, Defendant will pay up to $500.00 per person for Ordinary Losses—which include, without limitation and by way of example, Lost Time; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Claims for ordinary losses must be supported with third-party documentation.

c. **Claims for Lost Time**. Participating Settlement Class Members may claim up to $15.00 per hour for up to 4 hours (up to $60.00 total) for time spent responding to the Data Incident. Claims for Lost Time are subject to the $500.00 limit for Ordinary Losses. Participating Settlement Class Members need not provide supporting documentation. Rather, participating Settlement Class Members need only attest that they spent the claimed amount of time responding to the Data Incident.

d. **Alternative Cash Payment.** participating Settlement Class Members may claim an Alternative Cash Payment of $50.00 per person in lieu of claims for Extraordinary Losses, Ordinary Losses, and/or Lost Time. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Extraordinary Losses, Ordinary Losses, and Lost Time. However, participating Settlement Class Members can claim both the Alternative Cash Payment and Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.

56. **Business Practice Commitments.** Defendant will provide a confidential declaration to Class Counsel describing its information security improvements since the Data Breach and estimating the annual cost of those improvements. Defendant agrees to implement and maintain these improvements to its business practices for a period of at least seven (7) years. The cost of such enhancements will be paid by Defendant separate and apart from all other settlement benefits. To the extent the Court requires it, this declaration shall be filed under seal or submitted in camera.

IV. CLAIMS PROCESS AND PAYMENTS

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

58. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Out-of-Pocket Losses, Alternative Cash Payment, or Credit Monitoring Services are valid.

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

b. The Settlement Administrator will determine whether each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.

c. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Section III above.

d. The Settlement Administrator will determine to what extent documentation for Out-of-Pocket Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.

e. In determining whether claimed Out-of-Pocket Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after December 21, 2023; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Data Incident; (iii) the explanation of the Participating Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.

f. The Settlement Administrator is authorized to contact any Participating Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

g. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

h. To the extent the Settlement Administrator determines that a timely claim Out-of-Pocket Losses, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Participating Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Participating Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

i. If a Participating Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Participating Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

59. **Payment**.

a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Out-of-Pocket Losses, Credit Monitoring Services, or the Alternative Cash Payment, and also provide funding instructions to Defendant. Within the later of forty-five (45) days of receiving this accounting or twenty (20) days of the Effective Date, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Out-of-Pocket Losses, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement.

b. Payments issued by the Settlement Administrator for Approved Claims for Out-of-Pocket Losses or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Section III.

c. All participating Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

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

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

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

V. NOTICE PROGRAM

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

64. **Form of Notice**. Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified.

65. **Reminder Notice**. A reminder notice will be sent 30 days before the Claim Deadline if the claims rate is under 2% as of 45 days before the Claim Deadline. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

66. **Settlement Website**. The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to

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

67. **Cost of Notice and Administration**. Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlement benefits in Section III.

VI. OPT-OUTS AND OBJECTIONS

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

a. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement.

b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member(s) and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.

d. All persons who Opt-Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All participating Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth herein shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

69. **The Objection Procedure**. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorney fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action, including the Release. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

VII. SETTLEMENT ADMINISTRATOR

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

a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;

b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;

c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;

d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;

e. Establishing and maintaining the Settlement Website;

f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;

g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;

h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;

i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;

j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;

k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;

l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, Objections, Opt-Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;

m. Preparing a declaration for submission with the motion for Final Approval that (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) provides data on Opt-Outs, Objections, and Claims.

n. Providing supplemental information, if necessary, before the Final Approval Hearing about the Notice Program, Opt-Outs, Objections, and Claims.

o. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

VIII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

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

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

73. **Final Approval**. Settlement Class Counsel shall file their Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Award, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Award. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorney Fees, Costs, and Service Award, provided the objector(s) submitted timely objections that meet all the requirements listed in the Agreement. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one-hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

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

IX. MODIFICATION AND TERMINATION

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

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

77. **Effect of Termination**. In the event of a termination as provided in Section IX, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. All of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

78. **Settlement Not Approved**. If (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court. The Parties shall have 60 days from the date of such occurrence or non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

X. RELEASES

79. **The Release**. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and

unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

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

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

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

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

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

83. **No Effect on Agreement**. The finality or effectiveness of the Settlement, including the Final Approval Order and Judgement, shall not depend on the amount or timing of service

awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

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

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

XI. SERVICE AWARD AND ATTORNEY FEES

86. **Service Award**. At least 14 days prior to the Objection and Opt-Out Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representative in recognition of their contributions to this Action not to exceed Two Thousand and Five Hundred Dollars and Zero Cents ($2,500.00). If more than $2,500.00 is requested as a service award, Defendant shall have the option to terminate the Settlement in accordance with Section IX. Prior to the disbursement or payment of the Service Award Payment, the Settlement Class Representative shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved service award to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service award. Defendant's obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

87. **Attorney Fees and Costs and Expenses**. At least 14 days prior to the Objection and Opt-Out Deadlines, Settlement Class Counsel will file a motion for Fee Award and Costs, as

well as the Service Award, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for Fee Award and Costs, which shall not exceed One Hundred Thousand Dollars and Zero Cents ($100,000.00). If more than $100,000.00 is requested as a Fee Award and Costs, Defendant shall have the option to terminate the Settlement in accordance with Section IX. Settlement Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

XII. MISCELLANEOUS

88. **Publicity.** The Parties agree that they shall not publicize this Settlement, the amount or sum of individual Settlement Class Representative's or participating Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required, and as otherwise permitted within this Agreement for the purpose of effectuating the Notice program (including the Settlement Website). If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

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

90. **Entire Agreement**. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

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

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

93. **Deadlines**. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

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

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

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

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

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

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

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

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

102. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

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

Brittany Resch
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610

Chicago, Illinois 60611
bresch@straussborrelli.com

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

Joshua Briones
BRIONES PC
1801 Century Park East, Suite 1840
Los Angeles, California 90067
joshua@brionespc.com

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

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

105. **No Government Third-Party Rights or Beneficiaries**. No government agency or official can claim any rights under this Agreement or Settlement.

106. **No Collateral Attack**. The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

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

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Plaintiff Brad Faber

By: ______________________ Date: 02 / 26 / 2026

Masterminds, Inc.

By: ______________________ Date: ______________

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: Brittany Resch Date: 02 / 26 / 2026

Counsel for Defendant

By: ______________________ Date: ______________

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

Plaintiff Brad Faber

By: ____________________________ Date: __________________

Masterminds, Inc.

By: Ryan Leeds Date: 2/20/26

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: ____________________________ Date: __________________

Counsel for Defendant

By: Joshua Briones Date: 2/20/26

BRAD FABER, on behalf of himself and all others similarly situated, Plaintiff, v. **MASTERMINDS, INC.**, Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION ATLANTIC COUNTY Docket No. ATL-L-003322-25

DECLARATION OF SETTLEMENT ADMINISTRATOR REGARDING NOTICE

I, Kari L. Schmidt, state as follows:

1. I am currently a Project Manager for Analytics Consulting, LLC (hereinafter "Analytics"), the Court-approved Settlement Administrator in this Action. Analytics is located at 18675 Lake Drive East, Chanhassen, Minnesota, 55317. Analytics provides consulting services to the design and administration of class action and mass tort litigation settlements and notice programs. The settlements Analytics has managed over the past twenty-five years range in size from fewer than 100 class members to more than 40 million, including some of the largest and most complex notice and claims administration programs in history.

2. Analytics' clients include corporations, law firms (both plaintiff and defense), the Department of Justice, the Securities and Exchange Commission, and the Federal Trade Commission, which since 1998 has retained Analytics to administer and provide expert advice regarding notice and claims processing in their settlements/distribution of funds.

3. In my capacity as Project Manager, I count among my duties responsibility for matters relating to the settlement administration for the above-captioned litigation.

4. Analytics has been engaged in this matter, and approved by the Court, to provide settlement administration services pursuant to the Settlement Agreement and the Court's Preliminary Approval Order.

Notice of Proposed Class Action Settlement

5. On or about April 7, 2026, Analytics received Settlement Class Member data. The data included files containing 391 records of names and addresses of Settlement Class Members. Of these, one (1) was identified as a duplicate record and removed from the population, leaving a total of 390 unique Settlement Class Member records.

6. Analytics then cross-referenced the Settlement Class Member addresses with the United States Postal Service National Change of Address database. The Class list was updated with any new addresses that were identified.

7. After updating the relevant addresses, on April 27, 2026, Analytics mailed the Court-approved Postcard Notice of Class Action Settlement ("Postcard Notice") to 390 Settlement Class Members. The Postcard Notice advised Settlement Class Members of the requested amount of attorneys' fees and service award, and of their rights to submit a claim, request exclusion, object to the Settlement, or do nothing, and the implications of each action.

8. Consistent with the Settlement Agreement and prior to mailing the Notice, Analytics established the Settlement Website, www.MastermindsDataSettlement.com, where Settlement Class Members could obtain copies of the Settlement Agreement and Release, Long Form Notice, Postcard Notice, Claim Form, and the Court's Preliminary Approval Order. The Settlement Website also permitted Settlement Class Members to submit a claim form. True and correct copies of the Long Form Notice, Postcard Notice, and Claim Form are attached herein as **Exhibit A**, **Exhibit B**, and **Exhibit C**, respectively.

9. Through the date of this Declaration, the Settlement Website has tracked a total of 1,053 unique users who registered 5,779 page views.

10. Analytics established a dedicated email box (info@MastermindsDataSettlement.com) to receive and respond to Settlement Class Member inquiries. The dedicated case inbox was posted on the Settlement Website. Through the date of this Declaration, the case inbox has received and responded to two (2) inquiries from Settlement Class Members.

11. Through the date of this Declaration, no Postcard Notices were returned to Analytics by the U.S. Postal Service with a forwarding address.

12. Through the date of this Declaration, 35 Postcard Notices were returned to Analytics by the U.S. Postal Service without a forwarding address. In response, Analytics conducted skip-tracing efforts using commercially reasonable methods to ascertain valid addresses for the affected Settlement Class Members. As a result of these efforts, 34 new addresses were identified for Settlement Class Members. Analytics subsequently updated the Class list with these new addresses and re-mailed the Notice to each of those addresses.

13. Based on these efforts, Analytics estimates that at least 389 Class Members (approximately 99.7% of the total Settlement Class) successfully received direct mailed notice in this case.

Response to Class Notice

14. The deadline to object or request exclusion from the Settlement is June 26, 2026. To date, Analytics has received zero (0) requests for exclusion and zero (0) objections.

15. The deadline for Settlement Class Members to submit a claim for Settlement Benefits is July 27, 2026. To date, Analytics has received 27 timely submitted Claim Forms from Settlement Class Members, representing a claims rate of 6.92%.

16. So far, 24 Claim Forms have been deemed valid, in whole or in part, resulting in a valid claims rate of 6.15%.

17. One (1) claim is partially deficient due to insufficient supporting documentation for their ordinary out-of-pocket loss claim, but is currently valid for the Lost Time benefit. This claim is going through the deficiency process.

18. Three (3) claims have been deemed wholly deficient because the claimant failed to select a Settlement Benefit, which is invalid under the terms of the Settlement. Analytics has re-mailed Claim Forms to these three (3) claimants, requesting they clarify their selection of Settlement Benefits.

19. To date, there are seven (7) valid claims for the credit monitoring benefit, one (1) valid claim for Lost Time, and 23 valid claims for the alternative cash payment.

20. The deadline for Settlement Class Members to submit a claim is July 27, 2026. Analytics continues to receive and review claims submitted by Settlement Class Members.

21. Analytics agreed to be the Claims Administrator in exchange for payment of its fees and out-of-pocket costs. Expenses for work performed with respect to the provision of notice and administration of the Settlement, incurred to date, total $5,243.00. We expect our total costs for this administration not to exceed $10,571.00.

I declare under penalty of perjury under the laws of the United States of America pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: June 10, 2026

Kari L. Schmidt

— EXHIBIT A —

Masterminds Data Settlement
c/o Settlement Administrator
PO Box XXXX
Chanhassen, MN 55317-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, STATE ZIP
PERMIT NO. XXXX

<u>NOTICE OF CLASS ACTION SETTLEMENT</u>

You may be entitled to submit a claim for monetary compensation under a class action settlement.

<<Website>>

WHO IS A SETTLMENT CLASS MEMBER?

You have been identified as a Settlement Class Member in the lawsuit *Faber v Masterminds, Inc., Case No. 1:25-cv-13370* (Superior Court of New Jersey, Atlantic County) because you were provided written notification by Masterminds, Inc., on or around June 3, 2025, regarding the Data Incident.

WHAT ARE THE SETTLEMENT BENEFITS?

Under the Settlement, Defendant has agreed to pay Valid Claims. As a Settlement Class Member, you are eligible to submit claims for the following: (i) one (1) year of three-bureau Credit Monitoring Services with at least $1,000,000 in identify theft insurance; (ii) up to $3,000 for reimbursement in documented, unreimbursed losses arising out of or related to identity theft ("Extraordinary Losses"); (iii) up to $500 for reimbursement for documented out-of-pocket expenses resulting from the Data Incident ("Ordinary Losses"); (iv) up to 4 hours of lost time at $15 per hour for time spent in response to the Data Breach ("Lost Time"); **OR** (v) a $50 cash payment as an alternative to all other Cash Benefits ("Alternative Cash Payment"). Full details and instructions are available at <<Website>>.

WHAT ARE MY RIGHTS AND OPTIONS?

Submit a Claim Form. To receive Settlement benefit(s), you must timely submit a Claim Form, available online at <<Website>>. Your Claim Form must be postmarked or submitted online no later than **<<DATE>>**. Claims will be subject to a verification process.

Opt Out. You may exclude yourself from the settlement and retain your ability to sue Masterminds on your own by mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than **<<DATE>>** If you do not exclude yourself, you will be bound by the settlement terms and give up your right to sue regarding the settled claims.

Object. If you do not exclude yourself, you have the right t object to the settlement. Written objections must be signed, postmarked no later than **<<DATE>>,** and provide the reasons for the objection. Please visit the Settlement Websi at <<Website>> for more details.

Do Nothing. If you do nothing, you will not receive Settlement benefits and will lose the right to sue regarding any issues relating to this action. You will be bound by the Court's decisions because this is a conditionally certified cl action.

WHO REPRESENTS ME?

The Court has appointed Brittany Resch of Strauss Borrel PLLC to represent the Settlement Class ("Class Counsel").

WHEN WILL THE COURT APPROVE THE SETTLEMENT?

The Court will hold a hearing in this case on <<Date>> <<Time>>, to consider whether to approve the Settlement. Th Court will also consider Class Counsel's request f attorneys' fees and costs of up to $100,000, and $2,500.00 f the Plaintiff. You may attend the hearing at your own cost, b you do not have to.

THIS NOTICE IS ONLY A SUMMARY.
FOR MORE INFORMATION VISIT <<WEBSITE>>.

Postage Required

Masterminds Data Settlement
c/o Settlement Administrator
PO Box XXXX
Chanhassen, MN 55317-XXXX

<<First1>> <<Last1>>
<<Addr1>> <<Addr2>>
<<City>>, <<St>> <<Zip>>

Login ID: <<LoginID>>
PIN: <<PIN>>

Masterminds Data Settlement

Complete this Claim Form, tear at the perforation, and return by U.S. Mail no later than **<<DATE>>**.

CREDIT MONITORING SERVICES

☐ Check this box if you would like to claim free Credit Monitoring Services.

CASH BENEFITS

☐ Check this box if you would like to claim reimbursement for Ordinary Losses in the amount of $________. Supporting documentation is REQUIRED.

☐ Check this box if you would like to claim reimbursement for Extraordinary Losses in the amount of $________. Supporting documentation is REQUIRED.

☐ Check this box if you would like to claim reimbursement for Lost Time spent responding to the Data Security Incident.

How many hours are you claiming? ☐ 1 hour ($15) ☐ 2 hours ($30) ☐ 3 hours ($45) ☐ 4 hours ($60)

☐ I swear and affirm that I spent the amount of time noted in response to the Data Breach.

ALTERNATIVE CASH PAYMENT

☐ Check this box if you wish to receive a cash payment of $50.

You are **not** entitled to this Alternative Cash Payment if you have checked any of the above Cash Benefits.

ATTESTATION & SIGNATURE

I declare under penalty of perjury under the laws of the United States and any applicable state or jurisdiction that the information provided in this Claim Form, and any supporting documentation submitted, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim can be deemed complete and valid.

SIGNATURE (REQUIRED): ____

— EXHIBIT B —

NOTICE OF CLASS ACTION SETTLEMENT

If You Were Provided Written Notification Regarding a Data Incident at Masterminds, Inc. in June 2025, You May Be Eligible For Benefits From A Class Action Settlement.

This is not a solicitation from a lawyer, junk mail, or an advertisement.
A court authorized this Notice.

This notice summarizes the settlement reached in a lawsuit entitled *Faber v Masterminds, Inc.,* Case No. 1:25-cv-13370, pending in the Superior Court of New Jersey, Atlantic County ("Action"). For the precise terms of the settlement, please see the Settlement Agreement available at <<Website>> or by contacting the Settlement Administrator at <<Phone>>.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

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

This notice may affect your rights – please read it carefully.

- A Settlement has been reached in a class action lawsuit filed against Masterminds, Inc. (the "Defendant" or "Masterminds") regarding a cybersecurity incident (the "Data Incident") on or around June 3, 2025, which the Plaintiff, Brad Faber, alleges impacted the personal information (the "Personal Information") of Defendant's current and former employees.
- Class Members are eligible to receive the following relief: (1) up to $500 in reimbursement for documented out-of-pocket expenses resulting from the Data Incident ("Ordinary Losses"); (2) up to 4 hours of Lost Time, at $15.00/hour of time spent mitigating the effects of the Data Incident; (3) up to $3,000 in documented, unreimbursed losses arising out of or related to identity theft ("Extraordinary Losses"); (4) one year of three-bureau credit monitoring with at least $1,000,000.00 in fraud insurance; or (5) in the alternative to compensation for Ordinary Losses, Extraordinary Losses, and/or Lost Time, Settlement Class Members can elect to make a Claim for a $50 Cash Payment. To receive any of these benefits, Class Members must submit a timely and valid Claim Form.
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is **<<DATE>>**.
EXCLUDE YOURSELF FROM THE SETTLEMENT "OPT-OUT"	This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against the Defendant. You will receive no payment or Credit Monitoring Services under this Settlement. The deadline to exclude yourself from the Settlement is **<<DATE>>**.
OBJECT TO THE SETTLEMENT	You may write to the Court, with a copy to Class Counsel and Defendant's Counsel, about any aspect of the Settlement you don't like or you don't think is fair, adequate, or reasonable. (If you object to any aspect of the Settlement, you must submit a written Objection and that Objection must be received by the Deadline. Your Objection must follow the procedures stated in the Settlement Agreement. The deadline to object to the Settlement is **<<DATE>>.**
ATTEND THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above. If you Opt-Out of the Settlement you cannot object.) The Final Approval Hearing will be held on **<<DATE>>** at **<<Time>>**.
DO NOTHING	If you do nothing you will not receive any payment or free Credit Monitoring Services. You will have no right to sue the Defendant later for the claims released by the Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at <<Website>>.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. No settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes Final.

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BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. You may be eligible to receive a cash payment and/or free Credit Monitoring Services as part of the settlement. This Notice explains the lawsuit, the settlement, and your legal rights.

Brad Faber ("Plaintiff" or "Settlement Class Representative"), individually and on behalf of the Settlement Class (defined below), brought a lawsuit against Masterminds, Inc. ("Defendant"), in the case of *Faber v Masterminds, Inc., Case No.1:25-cv-13370*, pending in the Superior Court of New Jersey, Atlantic County. Defendant and Plaintiff are collectively referred to herein as the "Parties."

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who have similar claims. In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. In this case, the Settlement Class is defined as:

All individuals to whom written notification was provided by Masterminds, Inc. on or around June 3, 2025, regarding the Data Incident.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

Plaintiff alleges that on or around June 3, 2025, Masterminds, Inc. was impacted by a cybersecurity incident involving the Personal Information of current and former employees. Defendant denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Action. The Court has not determined whether Plaintiff or Defendant are correct. More information about the Class Action Complaint filed in the Action can be found on the Settlement Website at <<Website>>.

4. Why is there a Settlement?

Following arms-length negotiations, the Parties negotiated a settlement by which they agreed to resolve all matters pertaining to, arising from, or associated with the Action, including all claims Plaintiff and the Settlement Class Members have or may have had against Defendant and related persons and entities. The Parties agreed to this settlement, and dismissal of the Action under the term of the Settlement Agreement, to avoid the uncertainty, risks, and expense of ongoing Litigation. The Settlement Class Representative and Class Counsel, attorneys for the Class Members, believe the terms of the settlement are fair, reasonable, adequate, and equitable, and that the settlement is in the best interests of the Settlement Class Members. The settlement is not an admission of any wrongdoing by Defendant nor that the Action is without merit.

WHO'S INCLUDED IN THE SETTLEMENT?

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

This Action involves personal information ("Personal Information") stored by Defendant that was potentially compromised by unauthorized entities in a cyberattack against Defendant's computer systems on or around June 3, 2025 ("Data Incident"). Current and former employees of Defendant whose Private Information was stored on Defendant's computer system and potentially compromised in the Data Incident will be affected by the settlement. Specifically, members of the Settlement Class will be affected.

The Settlement Class Representative and Defendant will ask the Court to certify a Settlement Class defined as "all individuals to whom written notification was provided by Masterminds, Inc. on or around June 3, 2025, regarding the Data Incident." Excluded from the Settlement Class are: (i) Defendant; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

THE SETTLEMENT BENEFITS

6. What benefits does the settlement provide?

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

Credit Monitoring: All Settlement Class Members are eligible for one (1) year of three-bureau credit monitoring with at least $1,000,000 in identity theft protection insurance. To receive this benefit, Settlement Class Members must submit a valid Claim Form. No documentation is required to make a claim. Settlement Class Members can receive both the Alternative Cash Payment and Credit Monitoring.

Documented Ordinary Loss Reimbursement: All Settlement Class Members are eligible for reimbursement of Ordinary Losses, not to exceed $500 per Settlement Class Member, resulting from unreimbursed, third-party documented, out-of-pocket expenses that were incurred as a result of the Data Incident. Eligible Ordinary Losses include, without limitation and by way of example, Lost Time; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. To receive this benefit, Settlement Class Members must submit a valid Claim Form and third-party documentation supporting their Ordinary Loss claim. This can include receipts or other documentation, not "self-prepared" by the claimant, that shows the costs incurred.

Lost Time Reimbursement: All Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of Lost Time spent responding to the Data Incident (calculated at the rate of $15 per hour to a maximum of $60 per person). To receive this benefit, Settlement Class Members must submit a valid Claim Form and attest under penalty of perjury that the Lost Time was spent responding to the Data Incident. Claims made for Lost Time are combined with reimbursement for Ordinary Losses and count toward the $500 cap.

Documented Extraordinary Loss Reimbursement: All Settlement Class Members are eligible for reimbursement of Extraordinary Losses, not to exceed $3,000 per Settlement Class Member, if: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Breach; (iii) the loss from fraud or identity theft was incurred after the date of the Data Breach; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. To receive this benefit, Settlement Class Members must submit a valid Claim Form and third-party documentation supporting their Extraordinary Loss claim. This can include receipts or other documentation, not "self-prepared" by the claimant, that shows the costs incurred.

Alternative Cash Payment: All Settlement Class Members are eligible to receive a cash payment of $50 as an alternative to claiming any other monetary benefit. If a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Ordinary Losses, Lost Time, or Extraordinary Losses; but can claim credit monitoring. To receive this benefit, Settlement Class Members must submit a valid Claim Form. No documentation is required to make a claim.

HOW TO GET BENEFITS

7. How do I make a Claim?

To qualify for a settlement benefit, you must complete and submit a Claim Form. Class Members who want to submit a Claim must fill out and submit a Claim Form online at <<Website>> or by USPS mail. Claim Forms are available through the Settlement Website at <<Website>> or Class Members may call the Settlement Administrator and request that a copy of the Claim Form be mailed to them.

Claims will be subject to a verification process. If you received a Notice with a Unique ID, you must include it on your Claim Form. **All Claim Forms must be received online or postmarked on or before <<DATE>>.**

8. When will I get my payment?

The Final Approval Hearing is when the Court considers the fairness of the settlement. It is scheduled for **<<DATE>>, at <<Time>>.** If the Court approves the settlement, eligible Class Members whose Claims were approved by the Settlement Administrator will be sent payment after the Effective Date.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed Strauss Borrelli PLLC as "Class Counsel."

Should I get my own lawyer?

You don't need to hire your own lawyer because Class Counsel are working on your behalf. These firms are experienced in handling similar cases. You will not be charged for these lawyers. You can retain your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees, costs, and expenses of not more than $100,000.00, which will be paid by Defendant. Class Counsel will also request a Service Award of up to $2,500.00 for the Settlement Class Representative, to be paid by Defendant. The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Settlement Class Representative. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this settlement?

If you do not exclude yourself from this settlement, you will not be able to sue the Defendant or any of the Released Parties about the Claims in the settlement and you will be bound by all decisions made by the Court in this case and the terms of the settlement, including its Release. This is true regardless of whether you submit a Claim Form. Please read the Settlement Agreement at **<<Website>>** for full details. However, you may exclude yourself from this settlement (see Question 14). If you exclude yourself from the settlement, you will not be bound by the Settlement Agreement, including, the Released Claims, but you will not be able to make a claim for any benefits under the Settlement.

"Released Claims" means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorney fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident and the operative facts alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. The Released Claims include the release of Unknown Claims.

The Settlement Agreement describes the Release, Released Claims, and Unknown Claims, so please read it carefully. The Settlement Agreement is available at **<<Website>>** or in the public Court records on file in this lawsuit. For questions regarding Release and what they mean, you can also contact one of the lawyers listed in Question 17 for free, or you can talk to your own lawyer at your own expense.

12. What happens if I do nothing at all?

If you do nothing, you will not receive any payment or free Credit Monitoring Services under the settlement. You will be in the Class, and if the Court approves the settlement, you will also be bound by all orders and judgments of the Court and the Settlement Agreement, including the Release. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant or the Released Parties for any of the claims or legal issues resolved in this settlement.

13. What happens if I ask to be excluded from the settlement?

If you exclude yourself from the settlement, you will receive no benefits, payment, or free Credit Monitoring Services under the settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's orders and judgments related to the Class and Defendant in this Action or the terms of the Settlement Agreement, including the Release.

14. How do I opt-out of the settlement?

You can opt-out of the settlement by submitting a written Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. You must submit a document that includes the name of the proceeding, your full name, current address, personal and original signature, and the words "Request for Exclusion" or a comparable statement that you do not wish to participate in the settlement. Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the Settlement Agreement will lose the opportunity to exclude himself or herself from the settlement and will be bound by the settlement. You must submit your written Request for Exclusion to the Settlement Administrator by mail postmarked no later than **<<DATE>>,** to the following address:

Masterminds Data Settlement
c/o Analytics Consulting LLC
P.O. Box XXXX
Chanhassen, MN 55317-XXXX

You cannot exclude yourself by phone or email. Each Class Member who wants to be excluded from the settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

15. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant or the Released Parties for the claims being resolved by this settlement.

16. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you are not eligible to submit a Claim Form or request any settlement payment or free Credit Monitoring Services.

17. How do I object to the settlement?

If you do not exclude yourself from the Class, you can object to the settlement if you do not agree with any part of it. You can also object to Class Counsel's request for attorneys' fees, costs, and a service award for the Plaintiff. Even if you object to the settlement, you remain a member of the Settlement Class and are entitled to file a claim for benefits under the Settlement.

To object, you must file a written notice with the Court in *Faber v Masterminds, Inc., Case No.1:25-cv-13370*, Superior Court of New Jersey, Atlantic County by **<<DATE>>.** Your objection must be filed with the Court, which you can do by mailing your objection and any supporting documents to the Clerk of the Court, at the following address:

Superior Court Clerk's Office
PO Box 971
Trenton, New Jersey 08625-0971

If you are represented by a lawyer, the lawyer may file your objection through the Court's e-filing system. If you are represented, you must include the identity of any and all attorneys representing you in the objection.

The objection must be in writing and include the case name, *Faber v Masterminds, Inc., Case No.1:25-cv-13370,* Superior Court of New Jersey, Atlantic County. Your objection must include: (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

In addition to filing your objection with the Court, you must also send copies of your written objection and any supporting documents
to the Settlement Administrator, Class Counsel, and Defendant's Counsel at the addresses listed below, postmarked or emailed no later than **<<DATE>>:**

Settlement Administrator	Class Counsel	Defense Counsel
Masterminds Data Settlement c/o Analytics Consulting PO Box XXXX Chanhassen, MN 55317-XXXX <<Email>>	Brittany Resch STRAUSS BORRELLI PLLC 980 N Michigan Avenue Suite 1610 Chicago IL, 60611 bresch@straussborrelli.com	Joshua Briones BRIONES PC 1801 Century Park East Suite 1840 Los Angeles, CA 90067 joshua@brionespc.com

18. What's the difference between objecting and excluding myself from the settlement?

Objecting means that you are telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself from the Class means that you don't want to be part of the Class. If you exclude yourself, you have no basis to object.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court have the Final Approval Hearing to determine the fairness of the settlement?

The Court will hold the Final Approval Hearing on **<<DATE>>, at <<Time>>** in <<Location>>. The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the Service Award payment to the Settlement Class Representative.

Note: The date, time, and location (e.g., from in person to zoom) of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted on the Settlement Website, **<<Website>>**, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was timely filed and mailed and meets all of the requirements described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

21. May I speak at the Final Approval Hearing?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available on the Settlement Website at **<<Website>>.**

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT <<WEBSITE>>,
BY CALLING TOLL-FREE AT <<Phone>>, OR WRITING TO:

Masterminds Data Settlement
c/o Analytics Consulting LLC
P.O. Box XXXX
Chanhassen, MN 55317-XXXX

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

— EXHIBIT C —

Your claim must be submitted online or <u>postmarked by</u>: <<DATE>>

CLAIM FORM FOR MASTERMINDS DATA SETTLEMENT

Faber v Masterminds, Inc., Case No. 1:25-cv-13370
District Court, 9th Judicial District, Teton County

Masterminds Data Settlement

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

GENERAL INSTRUCTIONS

If you received Notice of this Settlement, the Settlement Administrator identified you as an individual to whom written notification was provided by Masterminds, Inc. on or around June 3, 2025, regarding the Data Incident.

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

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

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

Masterminds Data Settlement
c/o Settlement Administrator
PO Box XXXX
Chanhassen, MN 55317-XXXX

I. CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name | **Last Name**

Street Address

City | **State** | **Zip Code**

Email Address (optional)

Telephone Number

II. PROOF OF CLASS MEMBERSHIP

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

Notice ID Number

Confirmation Code

III. IDENTITY THEFT PROTECTION

All Settlement Class Members are eligible to claim one (1) year of three-bureau credit monitoring with at least $1,000,000 in identity theft protection insurance.

☐ Check this box if you wish to receive one (1) year of free identity protection and credit monitoring service.

IV. LOST TIME REIMBURSEMENT

All Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of Lost Time at a rate of $15.00 per hour (for a maximum total of $60) for time spent responding to the Data Breach.

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

☐ I swear and affirm that I spent the amount of time noted in response to the Data Breach.

V. DOCUMENTED ORDINARY AND/OR EXTRAORDINARY LOSSES

All Settlement Class Members are eligible for reimbursement of **ORDINARY** Losses, <u>not to exceed $500 per Settlement Class Member,</u> resulting from unreimbursed, third-party documented, out-of-pocket expenses that were incurred as a result of the Data Breach on or after mailing of the notice of data breach through the date of claim submission. Third-party documentation supporting claimed Ordinary Losses is REQUIRED.

☐ Check this box if you are claiming **ORDINARY** loss expenses in the amount of $_______________.

All Settlement Class Members are eligible for reimbursement of **EXTRAORDINARY** Losses, <u>not to exceed $3,000 per Settlement Class Member</u>, supported by third-party documentation, and that satisfy the following requirements: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Breach; (iii) the loss from fraud or identity theft was incurred after the date of the Data Breach; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. Third-party documentation supporting claimed Extraordinary Losses is REQUIRED.

☐ Check this box if you are claiming **EXTRAORDINARY** loss expenses in the amount of $_______________.

Description of the Loss	Date of Loss	Amount	Description of

			Supporting Documentation
Example: Identity Theft Protection Service	0 6 – 1 7 – 2 2 MM DD YY	$ 5 0 • 0 0	Copy of identity theft protection service bill
Example: Fees paid to a professional to remedy a falsified tax return	0 2 – 3 0 – 2 3 MM DD YY	$ 3 0 0 • 0 0	Copy of the professional services bill
Description of the Loss	**Date of Loss**	**Amount**	**Description of Supporting Documentation**
	– – MM DD YY	$ •	
	– – MM DD YY	$ •	
		$ •	
	– – MM DD YY	$ •	
	– – MM DD YY	$ •	
	– – MM DD YY	$ •	
	– – MM DD YY	$ •	
	– – MM DD YY	$ •	

VI. ALTERNATIVE CASH PAYMENT

All Settlement Class members are eligible to receive a cash payment of $50 as an alternative to claiming any other Cash Benefit. If you claim the Alternative Cash Payment, you can also claim Credit Monitoring Services. You are **not** entitled to this Alternative Cash Payment if you claimed under Sections IV (Lost Time), and/or V (Documented Losses).

☐ Check this box if you wish to receive a cash payment of $50 as an alternative to any other Cash Benefit.

VII. ATTESTATION & SIGNATURE

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

Signature	Printed Name	Date

TO BE VALID, THIS CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE AT <<WEBSITE>> NO LATER THAN <<DATE>>.

— EXHIBIT D —

BRAD FABER, on behalf of himself and all others similarly situated,	:	SUPERIOR COURT OF NEW JERSEY LAW DIVISION
Plaintiff,	:	ATLANTIC COUNTY
v.	:	Docket No. ATL-L-003322-25
MASTERMINDS, INC.,	:	
Defendant.	:	

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Before the Court is Plaintiff's Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement (the "Settlement Agreement") between Plaintiff Brad Faber ("Plaintiff") and Masterminds, Inc. ("Defendant" or "Masterminds" and, together with Plaintiff, the "Parties") with accompanying exhibits and Plaintiff's Memorandum of Law in Support of the Motion for Preliminary Approval of Class Action Settlement.[1] This class action case (the "Action") arises from an alleged cybersecurity incident that impacted Defendant on or around June 3, 2025 (the "Data Incident").

Having reviewed the Settlement Agreement and attached exhibits and for good cause appearing, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only**. The Settlement Agreement provides for a Settlement Class defined as follows:

> All individuals to whom written notification was provided by Masterminds Inc. on or around June 3, 2025, regarding the Data Incident.

[1] All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

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

Pursuant to New Jersey Court Rule 4:32-2(e), 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 the purposes of settlement because the Settlement meets all of the requirements of New Jersey Court Rule 4:32-1(a) and New Jersey Court Rule 4:32-1(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 Class Representative are typical of and arise from the same operative facts and the Class Representative seeks similar relief as the claims of the Settlement Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Action 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 Action.

2. **Class Representative and Settlement Class Counsel**. The Court finds that Plaintiff Brad Faber is adequate and should be preliminarily appointed as the Settlement Class

Representative. Additionally, the Court finds that Brittany Resch of Strauss Borrelli PLLC is adequate and has fairly and adequately represented the interests of the Settlement Class and should be preliminarily appointed as Settlement Class Counsel.

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 is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith and arms' length negotiations between the Parties, the absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by New Jersey Court Rule 4:32 and New Jersey precedent.

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

5. **Final Approval Hearing**. A Final Approval Hearing shall be held on ____________________________ at ____, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys'

Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representative for a Service Award should be approved.

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

7. **Notice**. The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with 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 the 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; (d) meet all applicable requirements of New Jersey law; and (e) and meet the requirements of the Due Process Clauses of the United States Constitution and the New Jersey Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable

by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class**. Any Settlement Class Member who wishes to be excluded (i.e., "opt-out") from the Settlement Class must individually sign and timely submit an opt-out request in the manner provided in the Settlement Agreement. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be submitted no later than the Opt-Out Deadline. If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of the Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances**. A Settlement Class Member desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline in the manner provided in the Settlement Agreement. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Deadline." Any such objections to the Settlement Agreement must be written and must include all the information required by the Settlement Agreement. To be timely, written notice of an objection must be filed with the Court by the Objection Deadline. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the

Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the New Jersey Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process**. Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement 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 requirements and procedures specified in the Notice and the Claim Form. If the Final 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 Order and Judgment, including the releases contained therein.

12. **Termination of Settlement**. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary

Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or their counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

13. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

14. **Continuance of Hearing**. The Court reserves the right to adjourn or continue the Final Approval 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 Settlement Website maintained by the Settlement 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.

15. **Stay of Litigation**. All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. **Schedule and Deadlines**. The Court orders the following schedule of dates for the specified actions/further proceedings

Event	**Deadline**
Defendant provides class list to the Settlement Administrator	Within fifteen (15) days of the entry of the Preliminary Approval Order
Notice Date	Not later than thirty (30) days after entry of the Preliminary Approval Order
Plaintiff's Motion for Final Approval and Attorneys' Fees, Costs, and a Service Award	At least fourteen (14) days before the Opt-Out and Objection Deadlines
Reminder Notice, if necessary	Forty-five (45) days before the Claims Deadline
Objection Deadline	60 days after the Notice Deadline
Opt-Out Deadline	60 days after the Notice Deadline
Claims Deadline	Ninety (90) days after the Notice Deadline.
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order

IT IS SO ORDERED on ____

— EXHIBIT E —

BRAD FABER, on behalf of himself and all others similarly situated, Plaintiff, v. **MASTERMINDS, INC.**, Defendant.	:	SUPERIOR COURT OF NEW JERSEY LAW DIVISION ATLANTIC COUNTY Docket No. ATL-L-003322-25

[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Before the Court is Plaintiff's Motion for Final Approval of Class Action Settlement (the "Motion"), requesting that the Court enter an Order Granting Final Approval ("Final Order") of the class action settlement (the "Settlement") between Plaintiff Brad Faber ("Plaintiff") and Masterminds, Inc. ("Defendant" or "Masterminds") (together, the "Parties"), as fair, reasonable, adequate, and in the best interests of the Settlement Class. This class action case (the "Action") arises from an alleged cybersecurity incident that impacted Defendant on or around June 3, 2025 (the "Data Incident").

Having reviewed and considered the Settlement Agreement, the Motion and memorandum in support, and having conducted a Final Approval Hearing, the Court, pursuant to New Jersey Court Rule 4:32-2(e), makes the findings and grants the relief set forth below, approving the Settlement upon the terms and conditions set forth in this Final Order.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under New Jersey Court Rule 4:32-2(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class; and

THE COURT having considered all the documents filed in support of the Settlement, and having fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court;

IT IS ORDERED on ____ that:

1. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

2. Unless otherwise noted, words spelled in this Final Order with initial capital letters have the same meaning as set forth in the Settlement Agreement, except as otherwise may be indicated.

3. Previously, the Court entered an Order Granting Preliminary Approval of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement; (b) preliminarily certified a Settlement Class; (c) preliminarily appointed Plaintiff as the Class Representative; (d) preliminarily appointed Brittany Resch of Strauss Borrelli PLLC as Settlement Class Counsel; (e) preliminarily approved the Settlement Agreement and the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; (f) set deadlines and procedures for Settlement Class Members to request exclusion from and to object to the Settlement; (g) approved and appointed Analytics Consulting LLC as the Settlement Administrator; and (h) set the date for the Final Approval Hearing.

4. In the Preliminary Approval Order, pursuant to New Jersey Court Rule 4:32, the Court preliminarily certified the Settlement Class which is defined as follows:

> All individuals to whom written notification was provided by Masterminds Inc. on or around June 3, 2025, regarding the Data Incident.

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

5. The Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order, pursuant to New Jersey Court Rule 4:32.

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

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

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

9. The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements

of law pursuant to New Jersey Court Rule 4:32 and meets the requirements of the Due Process Clauses of the United States Constitution and the New Jersey Constitution.

10. The deadlines for Settlement Class Members to object to or opt-out from the Settlement have passed.

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

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

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

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

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

16. The Court finally appoints Plaintiff Brad Faber as Class Representative.

17. The Court finally appoints Brittany Resch of Strauss Borrelli PLLC as Settlement Class Counsel.

18. Pursuant to the Settlement Agreement, Plaintiff and the Settlement Class Members release all Released Claims against Defendant and all Released Parties, as defined in the Settlement Agreement.

19. Released Claims shall not include the right of any Settlement Class Member, Plaintiff's counsel, Settlement Class Counsel, or any of the Released Persons to enforce the terms of the Settlement contained in the Settlement Agreement and shall not include the claims of those persons (if any) identified in Exhibit ______ to this Final Order, who have timely and validly requested exclusion from the Settlement Class.

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

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

22. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, (i) Plaintiff and each Settlement Class Member, and each of their respective executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the

capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the "Releasing Persons"); and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of this Final Order shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the "Release") shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

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

24. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by the Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Action or the Settlement.

25. As of the Effective Date, the Released Persons are deemed, by operation of the entry of this Final Order, to have fully released and forever discharged Plaintiff, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiff or Settlement Class Members, or any of them, of and from any claims arising out of the Action or the Settlement. Any other claims or defenses Defendant or other Released Persons may have against

Plaintiff, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiff or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims are not released, are specifically preserved, and shall not be affected by the preceding sentence.

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

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

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

IT IS SO ORDERED on ____

____

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Attorneys for Plaintiff and the Settlement Class

BRAD FABER, on behalf of itself and all others similarly situated, Plaintiff, v. **MASTERMINDS, INC.**, Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION ATLANTIC COUNTY Docket No. ATL-L-003322-25 Hon. Danielle J. Walcoff

PROOF OF SERVICE

I hereby certify that on this 12th day of June, 2026, I caused a true and accurate copy of Plaintiff Brad Faber's Notice of Unopposed Motion for Fee Award and Costs, Service Award and Final Approval of Class Action Settlement, Memorandum and Declarations in Support of thereof with exhibits, and Proposed Order to be filed with the Court via eCourts, which will send notification to those attorneys who are registered with eCourts.

Dated: June 12, 2026

By: */s/ Patrick Howard*
Patrick Howard