

# Exhibit A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

**SOKANKELLY LIM**, individually and on  
behalf of those similarly situated,

Plaintiff,

vs.

**TRADEZERO AMERICA, INC.**

Defendant.

**CIVIL ACTION**

NO. 1:24-cv-01196-GBW

This Settlement Agreement is intended by all parties to fully, finally, and forever resolve, discharge, and settle the lawsuit entitled *Lim v. TradeZero America, Inc.*, Case No. 1:24-cv-01196-GBW (D. Del.) (this “Action” or the “Settlement”). Plaintiff and Defendant are referred to collectively as the “Parties.” The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

**I. Factual and Procedural History and Recitals**

Whereas:

1. Plaintiff, Sokankelly Lim, filed her Class Action Complaint (Dkt. # 1) (“Compl.”) on October 25, 2024, as a class action under Fed. R. Civ. P. 23 seeking to represent a class of persons who are current or former TradeZero customers for damages allegedly arising from TradeZero’s alleged failure to properly secure and safeguard Plaintiff’s and Class members’ personally identifiable information (“PII”) contained on its third-party vendor Tawk.To’s platform.

2. Defendant, TradeZero America, Inc. (“TradeZero”), operates a stock and options trading platform including real-time streaming and direct market access.

3. In the normal course of business, Defendant may receive personally identifiable information (“PII”), including PII related to its customers. Certain of this information was

contained in certain files associated with customer communications that were contained on the Tawk.To platform.

4. On or about September 19, 2024, Defendant began notifying Settlement Class Members, including Plaintiff, of a cybersecurity incident that occurred on or around July 29, 2024 (the “Incident”). Specifically, Defendant advised that, during the Incident, an unauthorized actor may have accessed personal information contained in certain files associated with customer communications that were contained on the Tawk.To platform.

5. Plaintiff commenced this Action on October 25, 2024, on behalf of herself and all others similarly situated because of the Incident.

6. On or about November 25, 2024, the Parties began discussing settlement and on or about March 14, 2025, the parties agreed to the principal terms of the Settlement, including a non-reversionary Settlement Fund as described herein.

7. On April 8, 2025, the parties jointly advised the Court by letter that they reached a settlement in principle on a class-wide basis, were in the process of negotiating a formal settlement agreement, including notice provisions, and expect that the Plaintiff will be filing a motion for preliminary approval of the settlement once that process is completed.

8. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Settlement Agreement to resolve all controversies and disputes arising out of or relating to the Incident and the allegations made in the Complaint, and to avoid the litigation cost and expenses, distractions, burden, expense, and disruption to their business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and disclaims and denies any fault or

liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Settlement Agreement shall be used or construed as an admission of liability, and this Settlement Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Settlement Agreement. Plaintiff has entered into this Settlement Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Settlement Agreement to bind Plaintiff, all Settlement Class Members, all other Releasing Parties, Defendant, and all other Released Parties.

**NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

**I. Definitions**

1. “Action” means the lawsuit entitled: *Lim v. TradeZero America, Inc.*, Case No. 1:24-cv-01196-GBW, filed in the United States District Court for the District of Delaware.

2. “Application for Attorneys’ Fees, Costs, and Service Award” means the application to be made with the Motion for Final Approval seeking a Service Award for Plaintiff and Plaintiff’s counsel’s attorneys’ fees and reimbursement for costs.

3. “Cash Payment” means compensation in the form of Cash Payment A, Cash Payment B, or Cash Payment C paid to Settlement Class Members who submit Valid Claims.

4. “Cash Payment A” means cash compensation for Documented Losses that Settlement Class members may elect under Section IV herein.

5. “Cash Payment B” means the cash compensation that Settlement Class Members may elect to compensate them for Time Compensation under Section IV herein.

6. “Cash Payment C” means the cash equivalent of three (3) years credit monitoring Settlement Class Members may elect under Section IV herein.

7. “Claim” means the submission of a Claim Form by a Claimant.

8. “Claim Form” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, to be approved by the Court and which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

9. “Claim Form Deadline” shall be 90 days after the mailing of the Notice and Proof of Claim, as set forth in Section VII herein and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment, unless otherwise agreed by the Parties or ordered by the Court.

10. “Claimant” means a Settlement Class member who submits a Claim Form.

11. “Class List” means a list of all individuals in the Settlement Class. Defendant shall prepare and provide the Class List to the Settlement Administrator for Notice using information in its records within fourteen (14) days of the date of Preliminary Approval. Class List shall include the Settlement Class Members’ names, postal addresses and email addresses to the extent available.

12. “Complaint” means the Class Action Complaint filed on October 25, 2024.

13. “Court” means the United States District Court for the District of Delaware and the Judge assigned to the Action.

14. “Credit Monitoring” means three (3) years of credit monitoring that all Settlement Class Members will be entitled to, as further addressed in Section IV herein.

15. “Credit Monitoring Equivalent” means the cash equivalent of three (3) years of Credit Monitoring, which a Settlement Class Member may elect.

16. “Defendant” means TradeZero America, Inc.

17. “Defendant’s Counsel” means Baker & Hostetler LLP.

18. “Documented Losses” means without limitation, unreimbursed losses relating to fraud or identity theft; 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 the Incident through the Claims Deadline; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

19. “Effective Date” means 30 days after the entry of the Final Approval Order, provided there are no objections 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 Court of Appeals or Supreme Court ruling affirming the Final Approval Order or denying certiorari, or 30 days after the entry of a dismissal of the appeal.

20. “Escrow Account” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

21. “Final Approval” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

22. “Final Approval Hearing” means the hearing held before the Court during which

the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs and Service Award.

23. "Final Approval Order" means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order, substantially in the form attached hereto as *Exhibit 5*, shall be attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Plaintiff's Counsel and any Service Award for the Plaintiff.

24. "Incident" has the meaning set forth above in Paragraph 4.

25. "Long Form Notice" means the notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, subject to Court approval and that shall be posted on the Settlement Website by the Settlement Administrator.

26. "Motion for Final Approval" means the unopposed motion that Plaintiff shall file with the Court seeking Final Approval of the Settlement.

27. "Motion for Preliminary Approval" means the unopposed motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

28. "Net Settlement Fund" means the Settlement Fund after payment of all attorneys' fees, costs, and the Service Award, as approved by the Court.

29. "Notice" means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and *Exhibits 1 and 2* and approved by the Court.

30. "Notice and Administrative Expenses" means all of the expenses incurred in the providing notice of, and administration of, this Settlement, including, without limitation, all expenses or costs associated with preparing and sending the required notices to appropriate state

and federal officials under the Class Action Fairness Act of 2005, providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing Cash Payments and Credit Monitoring to participating Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Settlement Agreement.

31. “Notice of Deficiency” means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim for Documented Losses.

32. “Objection Period” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 45 days after the mailing of the Notice per Section VII below.

33. “Opt-Out Period” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 45 days after the mailing of the Notice per Section VIII below.

34. “Party” means each of the Plaintiff and the Defendant, and “Parties” means Plaintiff and Defendant collectively.

35. “Personally Identifiable Information” or “PII” means Settlement Class members’ information involved in the Incident, such as name, date of birth, driver’s license number, federal/state identification card number, tax identification number, social security number and/or financial account information, and/or other information such as phone number, address, and email address.

36. “Plaintiff” means Sokankelly Lim.

37. “Plaintiff’s Counsel” means the law firms of Edelson Lechtzin LLP and Chimicles

Schwartz Kriner & Donaldson-Smith LLP.

38. “Preliminary Approval” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

39. “Preliminary Approval Order” means the order preliminarily approving the Settlement and proposed Notice, which shall be submitted to the Court substantially in the form attached hereto as *Exhibit 4*.

40. “Releases” means the releases and waiver set forth in Section XIII of this Settlement Agreement.

41. “Released Claims” means the claims described in Section XIII of this Settlement Agreement.

42. “Released Parties” means Defendant, TradeZero America Inc., and its present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third parties, predecessors, successors and assigns, and any other person acting on Defendant’s behalf, in their capacity as such. It is understood that to the extent a Released Party is not a party to the Settlement Agreement, all such Released Parties are intended third-party beneficiaries of the Settlement Agreement.

43. “Releasing Parties” shall mean (i) Plaintiff and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries,

affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him or her, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, customers, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

44. “Service Award” shall mean the amount the Court may award the Plaintiff for initiating and pursuing this action.

45. “Settlement Administrator” means Analytics, LLC.

46. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

47. “Settlement Class” means “all individuals residing in the United States whose PII was or may have been affected by the Incident.” Excluded from the Settlement Class are (1) the Judge presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and its current or former officers and directors; and (3) Settlement Class Members who submit a request to opt-out prior to the Opt-Out Deadline.

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

the Settlement Class.

49. “Settlement Class Member Benefit” means the Credit Monitoring or Cash Benefits A, B, and/or C a Settlement Class Member may receive under the Settlement.

50. “Settlement Class Member Payment” means the cash compensation (Cash Payments A, B and/or C) a Settlement Class Member may receive under the Settlement.

51. “Settlement Fund” means the \$325,000.00 all cash non-reversionary fund that Defendant has agreed to pay or cause to be paid under the terms of the Settlement.

52. “Settlement Website” means the website the Settlement Administrator will establish as a means for the Settlement Class members to submit Claim Forms and obtain the Long Form Notice and other information about the Settlement, including hyperlinked access to this Settlement Agreement, the Complaint, the Preliminary Approval Order, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs and Service Award, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval.

53. “Short Form Notice” is the postcard notice that will be mailed and emailed (to the extent available) to each Settlement Class Member in substantially the same form as *Exhibit 1* and as approved by the Court.

54. “Time Compensation” means up to five hours of time spent by a Settlement Class Member in securing their credit, such as by effecting a credit freeze at each credit reporting agency, monitoring accounts, and contacting financial institutions to be reimbursed at \$30/hour.

55. “Valid Claim” means a Claim Form submitted by a Settlement Class Member for a Cash Payment that is: (a) submitted in accordance with the provisions of this Settlement Agreement; (b) accurately, fully, and truthfully completed and executed, with all of the available

information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination the Claim is not a Valid Claim.

## **II. Settlement Fund**

1. Within 30 days of Preliminary Approval, Defendant shall deposit \$325,000.00 in cash into the Escrow Account to establish the Settlement Fund. Defendant shall not be required to pay any more money under this Settlement under any circumstances for any reason.

2. The Settlement Fund shall be used to pay: (1) all Cash Payments to Settlement Class Members who submit Valid Claims and the cost of Credit Monitoring for Settlement Class Members who do not elect Cash Payment C; (2) any Service Award awarded to Plaintiff; (3) any attorneys' fees and costs awarded to Plaintiff's Counsel; and (4) all Notice and Administrative Expenses. Prior to the Effective Date, the Settlement Fund may be used only to pay Settlement Administration Costs.

3. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including

any taxes or tax detriments that may be imposed on Defendant, Defendant’s Counsel, Plaintiff, and/or Plaintiff’s Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant’s Counsel, Plaintiff, and Plaintiff’s Counsel shall have no liability or responsibility for any of those taxes. The Escrow Account shall indemnify and hold Defendant, Defendant’s Counsel, Plaintiff, and Plaintiff’s Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification) on income earned by the Escrow Account or otherwise imposed on funds while they are held in the Escrow Account. The Escrow Account may not be used to pay taxes that may be owed by Plaintiff on the amount she receives as a Service Award or that may be owed by Plaintiff’s Counsel on the amount they receive as attorneys’ fees or costs, as awarded by the Court.

### **III. Certification of the Settlement Class**

1. Plaintiff shall propose and move the Court that the Settlement Class be certified for Settlement purposes only and that the Court appoint Plaintiff as Class Representative and Plaintiff’s Counsel as Class Counsel. Defendant agrees solely for purposes of the Settlement provided for in this Settlement Agreement, and the implementation of such Settlement, that this Action shall proceed as a settlement class action; provided however, that if a Final Approval Order is not issued or if the Settlement is terminated under the provisions of this Settlement Agreement, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. In such event, Plaintiff and Plaintiff’s Counsel shall not reference this Settlement Agreement or any negotiations leading to this Settlement Agreement in support of any subsequent motion for class certification of any class in

the Action.

#### **IV. Settlement Consideration**

1. **Cash Payments and Credit Monitoring for Settlement Class Members** – Settlement Class Members are entitled to submit Claims for a Cash Payment from the Net Settlement Fund. When submitting a Claim for a Cash Payment, Settlement Class Members may elect Cash Payment A for Documented Losses, if applicable, and/or Cash Payment B to receive Time Compensation, and/or Cash Payment C to receive a Credit Monitoring Equivalent. All Settlement Class Members who do not request Cash Payment C and who do not timely submit a valid request for exclusion will receive Credit Monitoring.

##### **a. Cash Payment A – *Documented Losses***

Settlement Class Members may submit a Claim for Cash Payment A under this section for up to \$10,000.00 each upon presentment of Documented Losses related to the Incident. To receive a Cash Payment for Documented Losses, a Settlement Class Member must elect Cash Payment A on the Claim Form and attest under penalty of perjury to incurring Documented Losses. Settlement Class Members electing Cash Payment A will be required to submit reasonable documentation supporting the Documented Losses. Settlement Class Members electing Cash Payment A shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a Documented Loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim for Cash Payment A will be rejected. If, however, the Settlement Class Member has also elected Cash Payment B and or C,

any such elections will be considered pursuant to the paragraphs immediately below.

**b. Cash Payment B – *Time Compensation***

To receive Time Compensation, a Settlement Class Member must elect Cash Payment B on the Claim Form, describe generally the efforts undertaken to secure their credit, specify the number of hours spent (up to 5) on those efforts, and attest under penalty of perjury to all such information. Time Compensation will be at \$30 per hour. If a Settlement Class Member does not provide all requested information, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim for Cash Payment B will be rejected. If, however, the Settlement Class Member has also elected Cash Payment C, any such elections will be considered pursuant to the paragraph immediately below.

**c. Cash Payment C – *Credit Monitoring Equivalent***

Whether a Settlement Class Member submits a claim for Cash Payment A and/or B, the Settlement Class Member may also elect, and be entitled, to receive Cash Payment C, which is the Credit Monitoring Equivalent. To receive Cash Payment C, Settlement Class Members must file a Valid Claim. The amount a Settlement Class Member can receive from Cash Payment C is capped at \$300.00.

**d. Credit Monitoring**

All Claimants will receive Credit Monitoring unless they elect to receive Cash Payment C. Credit Monitoring will be arranged by the Settlement Administrator and paid for out of the Net Settlement Fund prior to calculation and issuance of any Cash Payments.

**e. Potential Pro-Rata Reduction in Cash Payments**

In the event that Valid Claims for Cash Payments A, B and C and the cost of Credit Monitoring exceed the Net Settlement Fund, any approved Claims for Cash Payment A, B or C

will be reduced *pro rata* on the same basis so that the Net Settlement Fund is sufficient to cover the payment of all such Claims.

**V. Settlement Approval**

1. Upon execution of this Settlement Agreement by all Parties and their Counsel, as soon as is practicable, Plaintiff's Counsel shall file a Motion for Preliminary Approval, after review by Defendant. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Plaintiff's Counsel and Defendant.

2. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the methods of disseminating Notice as set forth herein and approve the form and content of the Notice of the Settlement; (4) approve the Claim Form and Claim process; (5) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement; (6) stay all non-settlement related proceedings in the Action pending Final Approval of the Settlement; and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Plaintiff's Counsel, and Defendant's Counsel.

**VI. Settlement Administrator**

1. The Parties agree that, subject to Court approval, Analytics, LLC shall be the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Settlement Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

2. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement

Administrator elsewhere in this Settlement Agreement, including, but not limited to, disseminating Notice as set forth herein, handling the Claims process, administering the Settlement Fund, and distributing the Cash Payments and instructions on how to activate Credit Monitoring to Settlement Class Members who do not elect Cash Payment C.

3. The Settlement Administrator's duties shall include:
  - a. Providing the CAFA notices required by 28 U.S.C. §1715;
  - b. Disseminating the Short Form Notice, as approved by the Court by mail and email (to the extent available) to each all individuals indicated on the Class List, reviewing and approving or rejecting Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Cash Payments and instructions on how to activate Credit Monitoring to those Settlement Class Members who do not elect Cash Payment C;
  - c. Establishing and maintaining the Settlement Fund in the Escrow Account approved by the Parties;
  - d. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class and objections from Settlement Class Members, and Claim Forms;
  - e. Establishing and maintaining the Settlement Website to include the Long Form Notice and to provide important information about the Settlement and electronic submission of Claim Forms;
  - f. Establishing and maintaining an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;
  - g. Responding to any Settlement Class member inquiries;
  - h. Providing a Claim Form by mail or email to any Settlement Class Member that

requests one;

i. Providing weekly reports to counsel for Plaintiff that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

j. In advance of the Final Approval Hearing, preparing a declaration confirming the dissemination of the Notice was completed in accordance with the terms of this Settlement Agreement and the Preliminary Approval Order, describing how it was completed, indicating the number of Claim Forms received, providing the names and addresses of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received and attaching copies thereof, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

k. Distributing, out of the Net Settlement Fund, Cash Payments by electronic means, if requested by a Valid Claimant, or by paper check;

l. Paying Court-approved attorneys' fees and costs, and the Service Award out of the Settlement Fund within three (3) days following the Effective Date;

m. Paying Settlement Administration Costs out of the Settlement Fund following approval by Plaintiff's Counsel commencing three (3) days following the Effective Date; and

n. Performing any other Settlement Administration function at the instruction of Plaintiff's Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

4. The Settlement Administrator shall perform reasonable address traces for those Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure

would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 30 days after the dissemination of the Notice, the Settlement Administrator shall complete the re-mailing of the Notice and Claim Form to those Settlement Class members whose new addresses were identified as of that time through address traces.

#### **VII. Dissemination of Notices and Claim Forms to the Settlement Class**

1. Defendant will provide to the Settlement Administrator the Class List no later than fourteen (14) days after entry of the Preliminary Approval Order.

2. Within forty-five (45) days following entry of the Preliminary Approval Order, the Settlement Administrator shall mail via U.S. Mail and email (to the extent available) the Short Form Notice, substantially in the form approved by the Court, as indicated on the Class List.

3. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

#### **VIII. Requests for Exclusion and Objections**

1. For a request for exclusion to be considered valid by the Court, the request must be submitted no later than the last day of the Opt-Out Period, as specified in the Notice. If submitted by mail, a request for exclusion shall be deemed to have been timely submitted if mailed, if it shows a postmark date on or before the last day of the Opt-Out Period on the envelope. If submitted by overnight mail service (e.g., Federal Express), a request for exclusion shall be deemed to have been timely submitted so long as it shows a shipping date on or before the last date of the Opt-Out

Period on the shipping label.

2. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been timely submitted if mailed, if it shows a postmark date on or before the last day of the Objection Period indicated on the envelope. If submitted by overnight mail (e.g., Federal Express), an objection shall be deemed to have been timely submitted so long as it shows a shipping date on or before the last date of the Objection Period on the shipping label.

3. For an objection to be considered by the Court, the objection must also set forth:

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the identity of any counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;

d. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

e. a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

f. a statement confirming whether the objector intends to personally appear and/or testify at the Hearing; and

g. the objector's signature (an attorney's signature is not sufficient).

#### **IX. Claim Form Process and Disbursement of Cash Payments**

1. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

2. Neither Defendant nor Defendant's Counsel shall have any role in the Claim Form Process or the Disbursement of Cash Payments.

3. Under the oversight of Plaintiff's Counsel, the Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim for Cash Payment A, B, or C. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim for a Cash Payment to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall determine whether a Claim by any Claimant for a Cash Payment is a Valid Claim, subject to a final determination by the Court.

4. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

5. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator may require information from Claimants or

deny Claims, subject to the supervision of Plaintiff's Counsel and ultimate oversight by the Court.

6. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator shall send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Plaintiff's Counsel otherwise agree.

7. Where a good faith basis exists, the Settlement Administrator may reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is purportedly submitted on behalf of multiple Settlement Class

Members;

- e. The Claim Form is duplicative of another Claim Form;
  - f. The Claimant is not a Settlement Class Member;
  - g. The Claimant submitted a timely and valid request to opt-out of the Settlement Class, unless the opt-out request is withdrawn by the Claimant in writing;
  - h. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted or their estate;
  - i. Failure to submit a Claim Form by the Claim Form Deadline, unless otherwise agreed by counsel for each Party; and/or
  - j. The Claim Form otherwise does not comply with the requirements of this Settlement.
8. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following procedures:
- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
  - b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
  - c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Plaintiff's Counsel shall be provided with copies of all such notifications to Claimants.
9. The Settlement Administrator shall retain all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, and if

requested, provide this information to Plaintiff's Counsel.

10. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Settlement Class, Plaintiff, Plaintiff's Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement Agreement.

11. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 75 days after the Effective Date.

12. Cash Payments to Settlement Class Members who submit Valid Claims for a Cash Payment will be made electronically to Valid Claimants who request electronic payment or by paper check. Settlement Class Members who provide incorrect or incomplete electronic payment information shall receive a paper check in the mail. Settlement Class Members receiving payment by check shall have 90 days to negotiate the check. The Settlement Administrator shall provide duplicate checks to Valid Claimants who request them, provided the initial check has not been cashed or deposited, and provided the request is made within the 90-day period.

13. The Settlement Administrator will provide information to all Settlement Class Members who elect Credit Monitoring on how to enroll in the program, including the activation code.

#### **X. Final Approval Order and Final Judgment**

1. Plaintiff shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Award, no later than 21-days before the scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will consider Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Award. In the Court's discretion, the Court also will consider at the Final Approval

Hearing any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objectors submitted timely objections that meet all of the requirements listed in the Settlement Agreement.

2. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Award. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice was disseminated in accordance with the requirements of Due Process;
- d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including Defendant, Plaintiff, and all Settlement Class Members who do not timely request exclusion, to administer, supervise, construe, and enforce this Settlement Agreement in accordance with its terms.

#### **XI. Service Award, Attorneys' Fees and Costs**

1. **Service Award** – In recognition of the time and effort the Plaintiff expended in initiating and pursuing this Action, and obtaining the relief conferred on all Settlement Class Members by the Settlement, Plaintiff's Counsel may request a Service Award for the Plaintiff in

the amount of \$5,000.00.

2. **Attorneys' Fees and Costs** – Plaintiff's Counsel may apply to the Court for an award of attorneys' fees of up to 33.33% of the Settlement Fund, plus reimbursement of costs.

3. Any Court-awarded Service Award, attorneys' fees and costs shall be paid within three (3) days after the Effective Date, by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Plaintiff's Counsel, provide Plaintiff's Counsel provides a completed and signed IRS Form W- 9 (Request for Taxpayer Identification Number and Certification) to the Settlement Administrator by the Effective Date. Plaintiff and Plaintiff's Counsel that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by them, or any tax liens that may be imposed, on the sums paid to them pursuant to this paragraph are their sole and exclusive responsibility.

4. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Award, and if the Court denies the request or grants amounts other than what was requested, the remaining provisions of the Settlement Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Award were not negotiated until after all material terms of the Settlement.

## **XII. Disposition of Residual Funds**

1. In the event there are funds remaining in the Net Settlement Fund, from uncashed checks or otherwise, within 45 days following the 90-day check negotiation period, all remaining funds shall be redistributed, if economically feasible, to those Valid Claimants who did receive their Cash Payments pursuant to electronic payment or by cashing or depositing their check in proportion to the amount of those payments. The redistribution would be economically feasible provided at least 10 Valid Claimants would receive at least \$25. If such redistribution would not

be economically feasible, or if it is and the redistribution results in any uncashed checks, the remaining funds shall be donated to the National Association of Consumer Advocates (“NACA”) as a *cy pres* recipient, subject to approval by the Court.

### **XIII. Releases**

1. As of the Effective Date, the Releasing Parties shall be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Incident; (b) the Action; or (c) which could have been asserted in the Action.

2. 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 Released Parties shall be deemed by operation of the Settlement Agreement to have acknowledged, that the foregoing waiver is a material term of the Settlement Agreement. Settlement Class Representative and Class Counsel acknowledge, and each Participating Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of unknown claims in the Release was separately bargained for and was a key element of the Settlement Agreement.

3. Each Releasing Party waives any and all claims, 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.

4. Individuals in Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits under the Settlement.

5. Upon the Effective Date: Plaintiff and Settlement Class Members shall be permanently barred and enjoined from initiating, asserting, or prosecuting any Released Claim

against the Released Parties, whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

#### **XIV. Termination of Settlement**

1. This Settlement Agreement shall be subject to and is conditioned on the occurrence of all of the following events:

a. Court approval of the Settlement and the Releases set forth in Section X of this Settlement Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

2. If any of the conditions specified in the preceding paragraph are not met, then this Settlement Agreement may be cancelled and terminated.

3. If more than 50 members of the Settlement Class exclude themselves from the settlement (i.e., opt-out), Defendant, in its sole discretion, may terminate this Settlement Agreement. Defendant will bear all costs for which it is responsible under this Settlement through the date of termination, including all costs and fees then due and owing to the Settlement Administrator. For the avoidance of doubt, Defendant will not be obligated to pay Attorneys' Fees and Costs or Service Award if Defendant terminates the Settlement under this provision.

4. In the event this Settlement Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Settlement Agreement, and the parties shall jointly file a status report in the Court seeking

to reopen the Action and all papers filed. In such event, the terms and provisions of this Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

5. In the event this Settlement Agreement is terminated or fails to become effective, all funds remaining in the Settlement Fund shall be promptly returned to Defendant, as follows. Defendant shall have no right to seek from Plaintiff, Plaintiff's Counsel, or the Settlement Administrator the Notice and Administrative Expenses paid or incurred up to the date of termination. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 21 days of termination.

#### **XV. Effect of Termination**

1. The grounds upon which this Settlement Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Settlement Agreement shall be considered null and void, the obligations of Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel under the Settlement 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 Settlement Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

2. In the event the Settlement is terminated in accordance with the provisions of this Settlement Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or

proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court.

**XVI. No Admission of Liability**

1. This Settlement Agreement reflects the Parties' compromise and settlement of disputed claims. This Settlement Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Settlement Agreement or otherwise. Defendant has agreed to enter into this Settlement Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

2. Plaintiff's Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Settlement Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Plaintiff's Counsel fully investigated the facts and law relevant to the merits of the claims, and conducted independent investigation of the alleged claims. Plaintiff's Counsel concluded that the proposed Settlement set forth in this Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

3. This Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Settlement Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or

defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

4. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) 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 the Plaintiff or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

5. In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Settlement Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Settlement Agreement or the Releases contained herein.

## **XVII. Miscellaneous Provisions**

1. Gender and Plurals. As used in this Settlement Agreement, the masculine or feminine gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

2. Binding Effect. This Settlement Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

3. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Settlement Agreement.

4. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Settlement Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

5. Integration and No Reliance. This Settlement Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Settlement Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those set forth in this Settlement Agreement. No covenants, agreements, representations, or warranties of any kind have been made by any Party, except as provided for herein.

6. No Conflict Intended. Any inconsistency between the headings used in this Settlement Agreement and the text of the paragraphs of this Settlement Agreement shall be resolved in favor of the text.

7. Governing Law. Except as otherwise provided herein, this Settlement Agreement shall be construed in accordance with, and be governed by, the laws of the State of Delaware, without regard to the principles thereof regarding choice of law.

8. Counterparts. This Settlement 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 Parties do not sign the same counterparts. Original signatures are not required. Electronic signatures exchanged in PDF format shall be treated as equivalent to original signatures.

9. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement

that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to determinations by the Settlement Administrator as to the validity of Claims.

10. Notices. All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiff or Plaintiff's Counsel

Marc Edelson  
Edelson Lechtzin LLP  
411 S. State Street, Suite N-300  
Newtown, PA 18940  
Phone: (215) 867-2399  
[medelson@edelson-law.com](mailto:medelson@edelson-law.com)

Scott M. Tucker  
Chimicles Schwartz Kriner & Donaldson-Smith LLP  
2711 Centerville Road  
Suite 201  
Wilmington, DE 19808  
302-656-2500  
Email: [scotttucker@chimicles.com](mailto:scotttucker@chimicles.com)

If to Defendant or Defendant's Counsel:

Edward J. McAndrew  
Nathalie A. Freeman  
Baker & Hostetler LLP  
1201 N. Market Street  
Suite 1407  
Wilmington, DE 19801  
202-664-2939  
Email: [emcandrew@bakerlaw.com](mailto:emcandrew@bakerlaw.com)  
Email: [nfreeman@bakerlaw.com](mailto:nfreeman@bakerlaw.com)

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the dissemination of

the Notice.

11. Modification and Amendment. This Settlement Agreement may not be amended or modified, except by a written instrument signed by Plaintiff's Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

12. No Waiver. The waiver by any Party of any breach of this Settlement Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

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

14. Agreement Mutually Prepared. Neither Plaintiff nor Defendant shall be considered the drafter of this Settlement Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement.

15. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Settlement Agreement, that will not affect or in any respect limit the binding nature of this Settlement Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their counsel, consultants, and/or experts used to make certain determinations, arguments, and settlement positions. The Parties

agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Settlement Agreement now and thus, in furtherance of their intentions, this Settlement Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Settlement Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

16. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Settlement Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Settlement Agreement and the Releases, and the legal effects of this Settlement Agreement and the Releases, and fully understands the effect of this Settlement Agreement and the Releases.

17. Deadlines. In the event any date or deadline set forth in this Settlement Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

*Signature Page to Follow*

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

**PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_  
Sokankelly Lim

**APPROVED AS TO FORM BY CLASS COUNSEL:**

\_\_\_\_\_  
Date: \_\_\_\_\_  
Marc H. Edelson  
Edelson Lechtzin LLP  
411 S. State Street, Suite N-300  
Newtown, PA 18940  
Telephone: (215) 867-2399  
Facsimile: (267) 685-0676  
medelson@edelson-law.com

\_\_\_\_\_  
Date: \_\_\_\_\_  
Scott M. Tucker  
Chimicles Schwartz Kriner & Donaldson-Smith LLP  
2711 Centerville Road  
Suite 201  
Wilmington, DE 19808  
(302) 656-2500  
Fax: (302) 656-9053  
Email: smt@chimicles.com

**DEFENDANT:** \_\_\_\_\_ Date: \_\_\_\_\_  
TradeZero, Inc.

**APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:**

\_\_\_\_\_  
Date: \_\_\_\_\_  
Edward J. McAndrew  
Baker & Hostetler LLP  
1201 N. Market Street  
Suite 1407  
Wilmington, DE 19801  
202-664-2939  
Email: [emcandrew@bakerlaw.com](mailto:emcandrew@bakerlaw.com)

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

**PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_  
Sokankelly Lim

**APPROVED AS TO FORM BY CLASS COUNSEL:**  
Marc H. Edelson Date: 5/15/25

Marc H. Edelson  
Edelson Lechtzin LLP  
411 S. State Street, Suite N-300  
Newtown, PA 18940  
Telephone: (215) 867-2399  
Facsimile: (267) 685-0676  
medelson@edelson-law.com

Scott M. Tucker Date: 5/15/25

Scott M. Tucker  
Chimicles Schwartz Kriner & Donaldson-Smith LLP  
2711 Centerville Road  
Suite 201  
Wilmington, DE 19808  
(302) 656-2500  
Fax: (302) 656-9053  
Email: smt@chimicles.com

**DEFENDANT:** \_\_\_\_\_ Date: \_\_\_\_\_  
TradeZero, Inc.

**APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:**  
\_\_\_\_\_ Date: \_\_\_\_\_

Edward J. McAndrew  
Baker & Hostetler LLP  
1201 N. Market Street  
Suite 1407  
Wilmington, DE 19801  
202-664-2939  
Email: emcandrew@bakerlaw.com



IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

**PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_  
Sokankelly Lim

**APPROVED AS TO FORM BY CLASS COUNSEL:**

\_\_\_\_\_ Date: \_\_\_\_\_

Marc H. Edelson  
Edelson Lechtzin LLP  
411 S. State Street, Suite N-300  
Newtown, PA 18940  
Telephone: (215) 867-2399  
Facsimile: (267) 685-0676  
medelson@edelson-law.com

\_\_\_\_\_ Date: \_\_\_\_\_

Scott M. Tucker  
Chimicles Schwartz Kriner & Donaldson-Smith LLP  
2711 Centerville Road  
Suite 201  
Wilmington, DE 19808  
(302) 656-2500  
Fax: (302) 656-9053  
Email: smt@chimicles.com

**DEFENDANT:** Antony Naccarelli Date: 5-15-2025  
TradeZero America, Inc.  
By: Antony Naccarelli, CCO

**APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:**

 \_\_\_\_\_ Date: May 15, 2025

Edward J. McAndrew  
Baker & Hostetler LLP  
1201 N. Market Street  
Suite 1407  
Wilmington, DE 19801  
202-664-2939  
Email: emcandrew@bakerlaw.com