SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and among Plaintiffs Megan Koester, Juanita Medina, Sedre Wright, LaSean Tardd, Adrine Akopyan, and Alisa Smith, on behalf of themselves and on behalf of the Settlement Class[1], and Defendant Crossroads Trading Co., Inc. This Settlement Agreement fully and finally resolves and settles all of Plaintiffs' and the Settlement Class's Released Claims, upon and subject to the terms and conditions hereof, and subject to the Court's approval.

RECITALS

WHEREAS, on or about February 15, 2025, Crossroads experienced a Data Security Incident that allegedly impacted the Private Information of certain current and former employees, customers, and other individuals (approximately 60,041 individuals).

WHEREAS, the types of Private Information allegedly impacted by the Data Security Incident include names, dates of birth, addresses, contact information, driver's license number or other state identification number, Social Security number, financial account information, and passport information.

WHEREAS, beginning on March 26, 2025, Crossroads provided written notice, via U.S. Mail, to consumers whose data was potentially impacted by the Data Security Incident. The written notice included instructions that recipients could follow to sign up for free credit monitoring.

WHEREAS, on April 7, 2025, Plaintiff Meghan Koester, on her behalf and on behalf of others similarly situated, filed the first action against Crossroads, seeking relief for injuries arising from the Data Security Incident, captioned *Koester v. Crossroads Trading Co.*, in the United States District Court for the Northern District of California.

WHEREAS, three related actions were subsequently filed in the United States District Court for the Northern District of California by Plaintiffs Juanita Medina, Sedre Wright, and Lasean Tardd and, on June 12, 2025, the Federal Court consolidated those actions under the first-filed *Koester* action and captioned the consolidated action *In re: Crossroads Trading, Inc. Data Breach Litigation*, Case No. 3:25-cv-03128-JD.

WHEREAS, on April 2, 2025, Plaintiff Adrine Akopyan, on her behalf and on behalf of others similarly situated, filed another action against Crossroads in the Superior Court of California for the County of Alameda (*Akopyan v. Crossroads Trading Co., Inc.*, Case No. 25CV117575) on substantially the same allegations, and subsequently filed a motion to voluntarily dismiss that lawsuit without prejudice on May 16, 2025, to pursue her claims as part of the Consolidated Federal Lawsuit. The *Akopyan* lawsuit was dismissed without prejudice on June 24, 2025.

WHEREAS, on July 14, 2025, Plaintiffs Megan Koester, Juanita Medina, Sedre Wright, and Lasean Tardd, along with Plaintiffs Adrine Akopyan and Alisa Smith, filed an amended

[1] All capitalized terms herein shall have the same meanings as those defined in Section 1 (DEFINITIONS) below.

consolidated complaint in the Consolidated Federal Lawsuit—which brought claims for negligence and negligence *per se*, breach of implied contract, violations of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq*., violations of the California Consumer Privacy Act, Cal. Civ. Code § 1798.150, and declaratory judgment.

WHEREAS, Defendant denied and continues to deny the allegations in Plaintiffs' amended consolidated complaint, otherwise vigorously contests the claims, and had planned to file a motion to dismiss such claims, in the absence of a reasonable settlement of Plaintiffs' claims on behalf of the Settlement Class.

WHEREAS, throughout the pendency of the litigation, the Parties exchanged informal discovery to aid settlement negotiations, including information targeted at the nature of the Data Security Incident, the size and scope of the Settlement Class, the data elements at issue, Defendant's responsive and remedial measures, and Defendant's financial condition.

WHEREAS, the Parties engaged in arms-length negotiations conducted through experienced counsel over the course of several months before ultimately agreeing to resolve all of the claims brought by Plaintiffs on behalf of the Settlement Class.

WHEREAS, on September 16, 2025, Plaintiffs filed a Notice of Voluntary Dismissal Without Prejudice in the consolidated action.

WHEREAS, on October 31, 2025, Plaintiffs, on their behalf and on behalf of others similarly situated, filed a putative class action against Crossroads, Case No. 25CV479119 in the Superior Court of California for the County of Santa Clara, based on the same allegations and asserting the same causes of action as in the Consolidated Federal Lawsuit with the exception of the claim under the Federal Declaratory Relief Act.

WHEREAS, both the Consolidated Federal Lawsuit and the State Court Lawsuit arise from the same Data Security Incident.

WHEREAS, pursuant to the terms set forth below, this Agreement resolves all actual and potential claims, actions, and proceedings as set forth in the release contained herein, by and on behalf of Plaintiffs and the members of the Settlement Class, but excludes the claims of all Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

WHEREAS, Class Counsel have thoroughly examined the law and facts relating to the matters at issue in the litigation, including the State Court Lawsuit, Plaintiffs' claims, and Crossroad's potential defenses, including conducting an independent investigation and confirmatory discovery, participating in a full day mediation, conferring with Crossroads' Counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the litigation. Based on a thorough analysis of the facts and the law applicable to Plaintiffs' claims in the litigation, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses Crossroads may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Settlement Class is afforded important

benefits expediently. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

WHEREAS, Plaintiffs and Class Counsel believe the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

WHEREAS, Crossroads has similarly concluded that this Agreement is desirable in consideration of its legitimate business interests, to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

WHEREAS, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only. Crossroads specifically denies any and all wrongdoing. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Crossroads of (i) the validity of any claim, defense, or fact asserted in the Action or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.

WHEREAS, the foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree, as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

1.1 "Administrative Expenses" means all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with claims administration, the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement. All such Administrative Expenses shall be agreed upon by the Parties and shall be paid from the Settlement Fund.

1.2 "Agreement" or means this Settlement Agreement. The terms of the Settlement Agreement are set forth herein, including the exhibits hereto.

1.3 "Alternative Cash Payment" means the payment referenced at section 3.3(b) below, which may be made in lieu of the Documented Loss payment referenced in section

3.3(a), and which will be adjusted on a *pro rata* basis pursuant to the number of Class Member claims submitted.

1.4 "Approved Claim(s)" means a claim as evidenced by a Claim Form submitted by a Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.

1.5 "Business Days" means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.

1.6 "California Statutory Cash Payment" means the payment to which Class Members who are currently residents of California (and/or who resided in California at any point between February 15, 2025, and the Claims Deadline) will be entitled to receive pursuant to the Settlement.

1.7 "Claimant" means a Class Member who submits a Claim Form for a Settlement Payment.

1.8 "Claim Form" means the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Class Members who wish to file a claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Class Member who so requests.

1.9 "Claims Deadline" means the date by which all Claim Forms must be received to be considered timely and shall be set as the date 90 days after the Notice Date. The Claims Deadline shall be clearly set forth in the Claim Form, Postcard Notice, Long Form Notice, and the Court's Preliminary Approval Order.

1.10 "Class Counsel" means John J. Nelson of Milberg, PLLC.

1.11 "Class Member" means a member of the Settlement Class.

1.12 "Class Representatives" and "Plaintiffs" means Megan Koester, Juanita Medina, Sedre Wright, LaSean Tardd, Adrine Akopyan, and Alisa Smith.

1.13 "Consolidated Federal Lawsuit" means the consolidated action captioned *In re: Crossroads Trading, Inc. Data Breach Litigation* previously pending in the United States District Court for the Northern District of California under Case No. 3:25-cv-03128-JD

1.14 "Court" means the Superior Court of the State of California for the County of Santa Clara.

1.15 "Crossroads' Counsel" or references to counsel for Crossroads means the law firm Foley & Lardner LLP.

1.16 "Crossroads" or "Defendant" means Crossroads Trading Co., Inc. and its current and former affiliates, parents, subsidiaries, predecessors and successors.

1.17 "Data Security Incident" refers to the data security incident that occurred on or about February 15, 2025, and potentially compromised or otherwise impacted the Private Information of the Settlement Class.

1.18 "Documented Loss" refers to monetary losses incurred by a Class Member and supported by Reasonable Documentation for attempting to remedy or remedying issues that are fairly attributable to the Data Security Incident, as further described below. Documented Loss must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are fairly attributable to the Data Security Incident and incurred on or after February 15, 2025.

1.19 "Effective Date" means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section 10.1 below.

1.20 "Entity" means any person, corporation, partnership, limited liability company, association, trust, agency, or other organization of any type.

1.21 "Federal Court" means the United States District Court for the Northern District of California.

1.22 "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of reasonable litigation costs and expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.

1.23 "Final Approval Order" means the order to be entered by the Court after the Final Approval Hearing, which approves the Settlement Agreement.

1.24 "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the California Code of Civil Procedure and whether to issue the Final Approval Order and Judgment.

1.25 "Judgment" means a judgment rendered by the Court that dismisses the State Court Lawsuit with prejudice and otherwise satisfies the settlement-related provisions of the California Code of Civil Procedure.

1.26 "Long Form Notice" means the long form notice of settlement substantially in the form attached hereto as **Exhibit C**.

1.27 "Net Settlement Fund" means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund

for the following: (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for the Fees Award and Costs, and (iv) applicable taxes, if any.

1.28 "Notice" means notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Postcard Notice, the Long Form Notice, and the Settlement Website and toll-free telephone line.

1.29 "Notice Date" means the date upon which Settlement Class Notice is initially disseminated to the Settlement Class by the Settlement Administrator, which shall be no later than thirty 30 days after entry of the Preliminary Approval Order.

1.30 "Notice Plan" means the settlement notice program, as approved by the Court, developed by the Settlement Administrator and described in this Agreement for disseminating Notice to the Class Members of the terms of this Agreement and the Final Approval Hearing.

1.31 "Objection Deadline" means the date by which Class Members must file and postmark required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee Award and Costs, and (ii) the Service Awards, which shall be 60 days following the Notice Date. The deadline for filing an objection will be clearly set forth in the Settlement Class Notice.

1.32 "Opt-Out Period" means the period in which a Class Member may submit a request to opt out or exclude him or herself from the Settlement, pursuant to the terms and conditions herein, which shall expire 60 days following the Notice Date. The deadline for filing a request to opt out will be clearly set forth in the Notice.

1.33 "Parties" means the Plaintiffs and Defendant.

1.34 "Postcard Notice" means the postcard notice of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit B**.

1.35 "Private Information" means all information potentially compromised or otherwise impacted in the Data Security Incident, which may include, but is not limited to, names, dates of birth, addresses, contact information, driver's license number or other state identification number, Social Security number, financial account information, and passport information.

1.36 "Preliminary Approval Order" means an order by the Court that preliminarily approves the Settlement (including, but not limited to, the forms and Notice Plan for providing Notice to the Settlement Class), permits Notice to the proposed Settlement Class, establishes a procedure for Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval Hearing, without material

change to the Parties' agreed-upon proposed Preliminary Approval Order attached hereto as **Exhibit D**.

1.37 "Reminder Notice" means a subsequent Notice sent to all Settlement Class Members who have not yet filed a claim, by the means used to send the initial Notice (i.e., U.S. Mail). A Reminder Notice may be sent by the Settlement Administrator 30 days prior to the Claims Deadline, in the event that the claims rate (as calculated by the Settlement Administrator) is less than 5% of the Settlement Class 45 days prior to the Claims Deadline. Class Counsel shall decide, in their sole discretion, whether or not to direct the Settlement Administrator to send a Reminder Notice. Any Reminder Notice will be paid for out of the Settlement Fund.

1.38 "Reasonable Documentation" means documentation supporting a claim for Documented Loss including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts.

1.39 "Released Claims" means any and all claims or causes of action of every kind and description, which accrued during the Release Period, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses)—whether known or unknown—arising from or related to the Data Security Incident in any way, that have or could have been asserted in the State Court Lawsuit or Consolidated Federal Lawsuit. In addition to the foregoing release, the Representative Plaintiffs agree to release "Unknown Claims" (as set forth in Section 4.3 below), including a waiver of Section 1542 of the California Civil Code.

1.40 "Release Effective Date" means the date that the Settlement Administrator begin disbursing Settlement Payments to the Settlement Class.

1.41 "Released Parties" means Crossroads Trading Co., Inc. and all of its/their respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, contractors, servants, members, providers, partners, principals, directors, officers, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the State Court Lawsuit or Consolidated Federal Lawsuit. Each of the Released Parties may be referred to individually as a "Released Party."

1.42 "Release Period" means the period of time from February 15, 2025, until the entry of a Preliminary Approval Order.

1.43 "Service Awards" means the amount awarded by the Court and paid to the Class Representatives in recognition of their role in this Action, as set forth below.

1.44 "Settlement" means this settlement of the State Court Lawsuit by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

1.45 "Settlement Administrator" means Kroll, the third-party class action settlement administrator selected by the Parties subject to the approval of the Court. Under the supervision of Class Counsel, the Settlement Administrator shall oversee and implement the Notice Plan and receive any requests to opt out of the Settlement or objections to the Settlement. Class Counsel and Crossroads may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

1.46 "Settlement Benefit(s)" means any Settlement Payment, credit monitoring Services, payments for out-of-pocket losses, and alternative cash payments (as set forth herein), and any other benefits Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee Award and Costs, Service Awards, and Administrative Expenses. All Settlement Benefits shall be paid exclusively from the Net Settlement Fund.

1.47 "Settlement Class," "Settlement Class Member" and "Class" is defined as "All individuals residing in the United States whose Private Information may have been compromised or otherwise impacted in the Data Security Incident, including all those who received notice of the breach." Defendant estimates that the Settlement Class includes 60,041 individuals. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the State Court Lawsuit and members of their immediate families and their staff; (2) Crossroads and its subsidiaries, parent companies, successors, predecessors, and any Entity in which Crossroads, has a controlling interest; (3) natural persons who properly execute and submit a request to opt out prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

1.48 "Settlement Fund" means the sum of $600,000.00 to be paid by Crossroads, as specified in Section 3.1 of this Agreement.

1.49 "Settlement Payment" means any payment to be made to any Class Member for Approved Claims pursuant to Section 3.3 herein.

1.50 "Settlement Website" means the Internet website to be created, launched, and maintained pursuant to Section 6.7 herein by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and requests to opt out, and provides access to relevant case documents including the Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.

1.51 "State Court Lawsuit" means the lawsuit filed by Plaintiffs, on their behalf and on behalf of others similarly situated, in the Court on October 31, 2025 and under Case No. 25CV479119.

1.52 "Taxes" means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants). All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a "qualified settlement fund" for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Agreement) ("Tax Expenses"), shall be paid out of the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, an Administrative Expense and shall be timely paid by the Settlement Administrator, out of the Settlement Fund, without prior order from the Court and the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members with Approved Claims any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(l)(2)). The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Settlement Administrator shall be the "administrator." The Settlement Administrator shall timely and properly file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the escrow account (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in this Agreement) shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement.

2. PROSPECTIVE RELIEF

2.1 Without admitting any liability, Crossroads agrees to implement and maintain certain confidential cyber security, data and privacy protocols, and measures for a period of at least five years. Crossroads will provide a declaration detailing such measures, and the costs of implementing and maintaining such measures, to Class Counsel prior to the execution of this Agreement. In consideration for the Settlement and releases provided herein, Crossroads has committed to implement or maintain the measures to secure personal information within its servers as set forth in the confidential declaration.

2.2 Crossroads has enhanced its cyber security software, data and privacy protocols, and technology-related security measures. These enhancements provide meaningful benefits to all Class Members, regardless of whether they submit a claim, and Crossroads estimates it will cost $200,000.00 to implement and maintain these enhancements over the course of five years. The Parties agree that this valuation is separate from and in addition to the amount of the Settlement Fund.

3. SETTLEMENT FUND / MONETARY PAYMENT / BENEFITS DETAILS

3.1 Crossroads will pay, or cause to be paid, $600,000.00 to the Settlement Administrator on a non-reversionary basis to settle the case. The Settlement Fund will be the complete, total, and final extent of the Defendant and the Released Parties' liability in connection with the settlement of the State Court Lawsuit. The Settlement Fund will be applied to Settlement Benefits (except for the prospective relief set forth in Section 2), Administrative Expenses, the Fee Award and Costs, and class representative Service Awards. Crossroads shall make, or cause to be made, the payment of funds necessary for settlement administration (as determined by the Settlement Administrator) into an escrow account controlled by the Settlement Administrator (as defined below) ("Settlement Escrow Account") no later than 30 days following preliminary approval. If final approval is not granted for any reason, the balance of the Settlement Escrow Account (after payment of costs associated with notice and administration necessary for the preliminary and final approval process), plus any interest earned on the Settlement Escrow Account, shall be returned to Crossroads, within 10 days after such denial of final approval.

3.2 The Settlement Fund is to be deposited in the interest-bearing Settlement Escrow Account. The Settlement Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding $1,000,000,000.00, with a rating of "A" or higher by S&P and in an account that is fully insured by the United States Government or the FDIC.

(a) All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Settlement Administrator is responsible for the payment of all Taxes.

(b) The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Escrow Account. All Taxes shall be paid out of the Escrow Account. Defendant, Crossroads' Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendant, Crossroads' Counsel, Plaintiffs, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the Treasury regulations

thereunder, the Settlement Administrator shall be designated as the "administrator" of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Crossroads' Counsel or by order of the Court. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement or further order of the Court.

3.3 Settlement Payments. All Class Members can submit a claim for either (i) a Documented Loss Payment or (ii) an Alternative Cash Payment. Additionally, if eligible, Class Members can claim a California Statutory Cash Payment. Additionally, all Class Members can claim credit monitoring services (as explained herein). For the avoidance of doubt, the costs associated with provision of credit monitoring services shall be paid from the Settlement Fund.

(a) Documented Loss Payment. Class Members may submit a claim for a Documented Loss as defined in Paragraph 1 (in accordance with the schedule below), cumulatively up to $5,000.00 per individual. These losses must be accompanied by appropriate documentation, as determined by the Settlement Administrator, to be valid. These losses must be justified and documented for tasks such as:

(i) Long distance telephone charges;

(ii) Cell phone minutes (if charged by the minute);

(iii) Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident);

(iv) Costs of credit reports purchased between February 15, 2025, and the Claims Deadline;

(v) Documented costs paid for credit monitoring services and/or fraud resolution services purchased between February 15, 2025, and the Claims Deadline, provided the Claimant provides a sworn statement that the

monitoring or service was purchased primarily because of the Data Security Incident and not for other purposes;

(vi) Documented expenses directly associated with dealing with identity theft or identity fraud resulting from the Data Security Incident;

(vii) Any other Documented Loss incurred by Class Members that is fairly traceable to the Data Security Incident as determined by the Settlement Administrator; and

(viii) Any claim submitted by a Settlement Class Member for a Documented Loss Payment that is deemed by the Settlement Administrator to be deficient (and which cannot be cured after a reasonable period of time) will be deemed to be a claim for an Alternative Cash Payment, rather than be denied outright.

(b) Alternative Cash Payment. In lieu of making a Documented Loss payment under Section 3.4(a) above, Class Members may submit a claim to receive a cash payment which will be adjusted on a *pro rata* basis. The amount of the Alternative Cash Payment will be determined in accordance with the Plan of Allocation in Section 3.9 after amounts sufficient to pay Approved Claims for benefits in Sections 3.3(a) (and Taxes, Administrative Expenses, Service Awards, the Fee Award and Costs, the approved California Statutory Cash Payment, and the costs of credit monitoring services (set forth in Section 3.4 below) have been deducted from the Settlement Fund. Settlement Class Members will not need to supply any documentary proof to select this option. The value of the Alternative Cash Payment is estimated to be $25.00 or more.

(c) California Statutory Cash Payment. In addition to making a claim under Sections 3.3(a)-(b), Settlement Class Members who are residents of the State of California (and/or who resided in California at any point between February 15, 2025 and the Claims Deadline) will also be entitled to a California Statutory Cash Payment, which is an additional cash payment in the amount of $100.00, which may be adjusted downward on a *pro rata* basis based on the number of claims filed. To qualify for the California Statutory Cash Payment, Settlement Class Members will have to provide proof of California residency. A sworn attestation shall satisfy the proof requirement for California residency.

3.4 Credit Monitoring Services. Settlement Class Members will be provided with the opportunity to enroll in two years of three-bureau credit monitoring services. The costs associated with provision of credit monitoring services shall be paid from the Settlement Fund.

3.5 Settlement Payment Methods. Settlement Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this

Agreement via various digital methods. In the event that Settlement Class Members do not exercise this option with the Settlement Administrator, they will receive their Settlement Payment via a physical check sent to them by U.S. Mail.

3.6 Deadline to File Claims. Claim Forms must be postmarked or received electronically within 90 days after the Notice Date.

3.7 The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within a reasonable amount of time, the Settlement Administrator shall notify the Claimant (with a copy to Class Counsel) of the deficiencies and notify the Claimant that he or she shall have 30 days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied, and the Class Member shall be so notified if practicable.

3.8 Timing of Settlement Benefits. Within 60 days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their given Claim Form.

3.9 Plan of Allocation. It is the intention of the Parties to distribute to Settlement Class Members as much of the Settlement Fund as practicable. Accordingly, the Settlement Fund shall be used to make payments in the following order: (i) all Administrative Expenses (including applicable taxes, if any); (ii) Court-approved Fee Award and Costs and Service Awards (to be distributed as detailed in Sections 8 and 9); (iii) the costs of the credit monitoring services; (iv) Approved Claims for approved Documented Losses and attested time (up to $5,000.00 per person); and (v) Approved Claims for the California Statutory Cash Payment. The remaining amount is the Net Settlement Fund. The amount of the Alternative Cash Payments shall be the Net Settlement Fund divided by the number of Approved Claims submitted for that option. Any claims for Documented Losses under Section 3.3(a) that were rejected for that category will also be eligible for the Alternative Cash Payment under this formula, as opposed to being rejected outright.

3.10 Deadline to Deposit or Cash Physical Checks. Class Members with Approved Claims who receive a Documented Loss Payment, Alternative Cash Payment, or California Statutory Cash Payment by physical check shall have 120 days following distribution to deposit or cash their benefit check.

3.11 Residual Funds. The Settlement plan of allocation is designed to exhaust the Settlement Fund. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of all payments described above to the

Settlement Class Members, a subsequent Settlement Payment will be evenly distributed to all Settlement Class Members with Approved Claims for Settlement Payments under either paragraphs 3.4(a) or 3.4(b) above and who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than three dollars ($3.00). The distribution of this remaining Net Settlement Fund shall continue until the average check or digital payment amount in a distribution is less than $3.00, whereupon the amount remaining in the Net Settlement Fund, if any, shall be distributed to the Boys & Girls Clubs of Oakland, California.

3.12 Returned Payments. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make one additional effort to make any digital payments and engage in a reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement Payment within 30 days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make one attempt to repay or resend a Settlement Payment.

3.13 Residue of Settlement Fund. No portion of the Settlement Fund shall ever revert or be repaid to Crossroads after the Effective Date.

3.14 Custody of Settlement Fund. The Settlement Fund shall be deposited into the Settlement Escrow Account but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund after payment of all Administrative Expenses incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Crossroads, and no other person or entity shall have any further claim whatsoever to such amounts.

3.15 Non-Reversionary. This is a non-reversionary settlement. As of the Effective Date, all rights of Crossroads in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as set forth herein. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Crossroads.

3.16 Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Court's order granting approval to the Settlement Agreement or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and

Crossroads' Counsel with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least 7 Business Days prior to making such withdrawal or payment.

3.17 Payments to Settlement Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Settlement Class Members pursuant to this Agreement.

3.18 Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Taxes do not include any federal, state, and local tax owed by any Claimant, Class Representative, or Class Member as a result of any benefit or payment received as a result of the Settlement. Each Claimant, Class Representative, or Class Member shall be solely responsible for the federal, state, and local tax consequences of the receipt of funds from the Settlement Fund pursuant to this Agreement.

3.19 Limitation of Liability

(a) Crossroads and the Released Parties shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, Administrative Expenses, other expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

(b) Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims

asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, Administrative Expenses, other expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

(c) The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representatives, Crossroads, the Released Parties, and Crossroads' Counsel, harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, Administrative Expenses, other expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

4. RELEASE

4.1 After the Release Effective Date, and in consideration of full payment of the Settlement Fund by Crossroads described herein, each Class Representative and all Settlement Class Members identified in the Settlement Class list in accordance with Section 6.4 who have not submitted a timely and valid request to opt out of the Settlement pursuant to this Agreement, on behalf of themselves, their past, present, and future heirs, assigns, executors, administrators, predecessors, successors, conservators, estates, agents, advisors, and any other person purporting to claim or act on their behalf, shall be deemed to have forever released, acquitted, and discharged Crossroads and each of the Released Parties from any and all Released Claims, and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Data Security Incident in any way or otherwise arises out of the same facts and circumstances that are the subject of the Consolidated Federal Lawsuit or the State Court Lawsuit.

4.2 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

4.3 Unknown Claims. "Unknown Claims" means any and all Released Claims that any Representative Plaintiffs do not know or suspect to exist in his or her favor as of the Release Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Release Effective Date, Representative Plaintiffs shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Representative Plaintiffs and Class Counsel acknowledge that the inclusion of "Unknown Claims" in the definition of Released Claims is a material element of the Settlement Agreement of which this release is a part.

5. REQUIRED EVENTS AND COOPERATION BY PARTIES

5.1 Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall promptly move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit D**.

5.2 Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best judgment to amend the schedule to accomplish the goals of this Agreement.

5.3 Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs and Crossroads 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, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Crossroads reserves the right to contest class certification for all other purposes. Plaintiffs and Crossroads further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

5.4 Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing for a date that is no earlier than 120 days after the entry of the Preliminary Approval Order.

6. CLASS NOTICE, OPT OUTS, AND OBJECTIONS

6.1 Notice shall be disseminated pursuant to the Court's Preliminary Approval Order.

6.2 The Settlement Administrator shall oversee and implement the Notice Plan approved by the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund.

6.3 Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate Notice to the Class Members. Notice of the settlement will be provided by Postcard Notice with a tear-off Claim Form, to the same list of approximately 60,041 addresses that were mailed notice of the Data Security Incident. If a notice is returned as undeliverable, then the Settlement Administrator will search for an updated address and resend the notice to the updated address. Re-mailed Postcard Notices and Reminder Notices will not extend any applicable deadlines (e.g., opt-out, objections, and claim deadlines). A Reminder Notice may be sent by the Settlement Administrator 30 days prior to the Claims Deadline, in the event that the claims rate (as calculated by the Settlement Administrator) is less than 5% of the Settlement Class 45 days prior to the Claims Deadline. Class Counsel shall decide, in their sole discretion, whether or not to direct the Settlement Administrator to send a Reminder Notice. Any Reminder Notice will be paid for out of the Settlement Fund.

6.4 Settlement Class List. Within 10 Business Days after the issuance of the Preliminary Approval Order, Crossroads will provide to the Settlement Administrator a list of the names and contact information of the Settlement Class Members that it has in its possession, custody, or control. Everyone on the Settlement Class list will be provided with a unique identifier generated by the Settlement Administrator that they will be asked for when they submit claims. The Settlement Administrator will use the National Change of Address Registry to update the addresses on Class list prior to the initial mailing of Notice.

6.5 Confidentiality. Any information relating to Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose. Moreover, because the Class Member list and information contained therein will be provided to the Settlement Administrator solely for purposes of providing the Class Notice and Settlement Benefits and processing requests to opt out, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with

Class Counsel and Crossroads' Counsel, and will ensure that any information provided to it by Class Members, Class Counsel, Crossroads, or Crossroads' Counsel, will be secure and used solely for the purpose of effecting this Settlement.

6.6 Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than Settlement Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the Claimant is not entitled. In the event a Claim Form is submitted without a unique Class Member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the Claimant is a Settlement Class Member and the claim is valid. Anyone who has a good faith belief that they are Class Member but did not receive the Postcard Notice from the Class Member will have a reasonable opportunity to provide proof that they are a Class Member.

6.7 Settlement Website. Prior to any dissemination of the Postcard Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Agreement. The Settlement Administrator shall create the Settlement Website. The Parties shall agree on the domain name for the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, the Final Approval Order and Judgment, and the operative Consolidated Class Action Complaint in the State Court Lawsuit, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Class Members may contact the Settlement Administrator directly. The Settlement Website shall also allow for submission of opt-out requests electronically through the Settlement Website.

6.8 Opt-Out. The Notice shall explain that the procedure for Class Members to submit a request to opt out and exclude themselves from the Settlement Class is by notifying the Settlement Administrator in writing, postmarked no later than 60 days after the Notice Date. Any Class Member may submit a request to opt out from the Settlement at any time during the Opt-Out Period. To be valid, the request to opt out must be postmarked on or before the end of the Opt-Out Period. In the event a Class Member submits a request to opt out via U.S. Mail, such request should be in writing and should identify the case (e.g., by writing "*Wright, et al v. Crossroads Trading Co., Inc.*, Santa Clara Superior Court, Case No. 25CV479119"); state the name, address, telephone number and unique identifier of the Class Member seeking to opt out; be physically signed by the person(s) seeking to opt out; and should also contain a statement to the effect that "I hereby request to opt out from the proposed Settlement Class in '*Wright, et al v. Crossroads Trading Co., Inc.*, Santa Clara Superior Court, Case No. 25CV479119" or substantially similar. Any person who elects to opt out of the Settlement Class shall not (i) be bound by any

orders or Judgment entered in the State Court Lawsuit, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests to opt out may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs.

6.9 Objections. The Notice shall explain that the procedure for Settlement Class Members to object to the Settlement is by submitting written objections to the Court, postmarked no later than 60 days after the Notice Date or by timely submitting a notice of intent to appear and appearing at the Final Approval Hearing and making an oral objection. Any Settlement Class Member may enter an appearance in the State Court Lawsuit, at their own expense, individually or through counsel of their own choice. Any Settlement Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, why a final Judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. All written objections and supporting papers should to sent to the Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113 and clearly (a) state the Settlement Class Member's full name, current mailing address, unique identifier of the Settlement Class Member, and telephone number; (b) include proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of the Data Security Incident); (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing the Settlement Class Member, if any; (e) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past 5 years; (f) contain a statement regarding whether the Settlement Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (g) the signature of the objector. All objections or notices of intent to appear must be emailed or postmarked to the Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113 on or before the Objection Deadline, as set forth above. Any Settlement Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections.

6.10 Changes to Hearing. If the date and/or location of the Final Approval Hearing are changed after being initially set, then the Settlement Administrator will provide notice to the Settlement Class by updating the Settlement Website with the updated date and/or location.

6.11 Notice of Final Judgement. The Settlement Administrator will provide notice of any final Judgment by updating the Settlement Website.

7. SETTLEMENT ADMINISTRATION

7.1 Submission of Claims.

(a) Submission of Electronic and Hard Copy Claims. Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.

(b) Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Class Members to determine whether they are eligible for a Settlement Payment.

7.2 Settlement Administrator's Duties.

(a) Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.

(b) Dissemination of Notices. The Settlement Administrator shall disseminate Notices pursuant to the Notice Plan as provided for in this Agreement.

(c) Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Crossroads' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Crossroads' Counsel with information concerning Notice, administration, and implementation of the Settlement, as well as a declaration or sworn statement regarding its activities and administration of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:

(i) Receive objections and requests to opt out from Settlement Class Members and provide Class Counsel and Crossroads' Counsel a copy thereof no later than five days following the deadline for submission of the same. If the Settlement Administrator receives any requests to opt out, objections, or other requests from Settlement

Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Crossroads' Counsel;

(ii) Provide weekly reports to Class Counsel and Crossroads' Counsel that include, without limitation, reports regarding the number of requests to opt out, objections, Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, the amount of Claims Forms received (including a breakdown of what types of claims were received and approved), and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or Crossroads' Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;

(iii) Make available for inspection by Class Counsel and Crossroads' Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;

(iv) Cooperate with any audit by Class Counsel or Crossroads' Counsel, who shall have the right, but not the obligation, to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement; and

(v) Establish and maintain the Settlement Website.

7.3 Requests For Additional Information: In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Class Member who submits a Claim Form.

8. SERVICE AWARDS

8.1 Class Representatives and Class Counsel may seek Service Awards to the Class Representatives of up to $2,500.00 per Class Representative. Class Counsel may file the motion for a Fee Award, Costs, and Service Awards on or before 14 days before the Objection Deadline. The motion for Service Awards shall be posted on the Settlement Website.

8.2 The Settlement Administrator shall pay the Service Awards approved by the Court to the Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, pursuant to the same deadline as the distribution of funds to Class Members, as provided for in Section 3.

8.3 In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amounts requested, the remaining provisions of this

Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for cancellation or termination of this Agreement.

8.4 The Parties did not discuss or agree upon the maximum amount of Service Awards for which Class Representatives can apply for, until after the substantive terms of the Settlement had been agreed upon.

9. ATTORNEYS' FEES, COSTS, AND EXPENSES

9.1 Class Counsel will file a motion seeking an award of attorney fees of up to one-third of the Settlement Fund (i.e., $200,000.00) and reasonable costs and expenses no later than 14 days prior to the Objection Deadline. The motion for the Fee Award, Costs, and Service Awards shall be posted on the Settlement Website. The Settlement Administrator shall pay any Fee Award and Costs awarded by the Court to Class Counsel in the amount approved by the Court, from the Settlement Fund, pursuant to the same deadline as the distribution of funds to Class Members, as provided for in Section 3.

9.2 Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst all Plaintiffs' counsel.

9.3 The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's Fee Award and Costs. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Costs shall constitute grounds for cancellation or termination of this Agreement.

9.4 Crossroads reserves the right to challenge or object to Plaintiffs' requested Fee Award and Costs.

10. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

10.1 The Effective Date of the Settlement shall be the first day after all of the following conditions have occurred:

(a) Crossroads and Class Counsel execute this Agreement;

(b) The Court enters the Preliminary Approval Order attached hereto as **Exhibit D**, without material change;

(c) Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;

(d) The Court enters the Final Approval Order; and

(e) The Final Approval Order has become "Final" because: (i) if no person has standing to file an appeal, the Final Approval Order has been entered; or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired. To be clear, if there are no timely objectors, the Effective Date is one day after the Final Approval Order is entered by the Court.

10.2 Crossroads shall have the right to void the Settlement if more than 150 Class Members opt out of the Settlement. Crossroads' decision in the preceding sentence shall be made no later than 5 days after the Settlement Administrator delivers the final opt out list to the Parties. Should Crossroads exercise this option, it will not be responsible for payment of any Administrative Expenses incurred. All such Administrative Expenses shall be paid from the Settlement Fund.

10.3 In the event the terms or conditions of this Settlement Agreement are materially modified by any court, the Parties will promptly meet and confer regarding the material modification to determine if the Agreement can be amended to address the material modification. If the Parties cannot agree on a means to address the material modification after good faith meet and confer efforts, any Party, in its sole discretion, to be exercised within 14 days after exhaustion of such meet and confer efforts, may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within 7 days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a "material modification" shall not include any reduction by the Court of the Fee Award and Costs and/or Service Awards, but shall include any restriction or limitation in substance or scope of the Releases provided in this Agreement.

10.4 Except as otherwise provided herein, in the event the Settlement is terminated, the Parties to this Agreement, including Class Members, shall be deemed to have reverted to their respective status in the State Court Lawsuit immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or Entity in support of any claims or defenses in the State Court Lawsuit or any other litigation.

10.5 Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Class Members, Plaintiffs, and Class Counsel shall not in any way

be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of Notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs.

11. NO ADMISSION OF WRONGDOING OR LIABILITY

11.1 This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:

(a) shall not be offered or received against the Released Parties as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by the Released Parties with respect to the truth of any fact alleged by any Plaintiffs or the validity of any claim that has been or could have been asserted in the State Court Lawsuit or in any other litigation, or the deficiency of any defense that has been or could have been asserted in the State Court Lawsuit or in any other litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of the Released Parties;

(b) shall not be offered or received against the Released Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties;

(c) shall not be offered or received against the Released Parties as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against the Released Parties, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;

(d) shall not be construed against the Released Parties as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and

(e) shall not be construed as or received in evidence as an admission, concession or presumption against the Class Representatives or any Class Member that any of their claims are without merit, or that any defenses asserted by the Released Parties have any merit.

12. REPRESENTATIONS

12.1 Each Party represents that: (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by

such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or Entity is necessary for such Party to enter into this Agreement.

13. NOTICE

13.1 All notices to Class Counsel provided for in this Agreement shall be sent by email (to all email addresses set forth below) and by First-Class mail to all of the following:

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC
John J. Nelson
280 S. Beverly Drive
Beverly Hills, CA 90212
Tel: (858) 209-6941
jnelson@milberg.com

13.2 All notices to Crossroads or Crossroads' Counsel provided for in this Agreement shall be sent by email and First-Class mail to the following:

FOLEY & LARDNER LLP
Joseph W. Swanson
John J. Atallah
555 S. Flower Street, Suite 3300
Los Angeles, CA 90071
Tel: (213) 972-4834
jswanson@foley.com
jatallah@foley.com

13.3 All notices to the Settlement Administrator provided for in this Agreement shall be sent by email and First-Class mail to the Settlement Administrator.

13.4 The notice recipients and addresses designated in this Section may be changed by written notice agreed to by the Parties and posted on the Settlement Website.

14. MISCELLANEOUS PROVISIONS

14.1 Representation by Counsel. The Class Representatives and Crossroads represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review

independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

14.2 Best Efforts. The Parties agree that they will make all reasonable efforts needed to satisfy the preconditions for and reach the Effective Date and fulfill their obligations under this Agreement.

14.3 Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, they or it is/are competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.

14.4 Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.

14.5 Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.

14.6 Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the persons who executed this Agreement or their successors-in-interest or as otherwise specifically set forth in this Agreement.

14.7 Waiver. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

14.8 Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

14.9 Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties thereto.

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

14.11 Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of California, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.

14.12 Interpretation.

(a) Definitions apply to the singular and plural forms of each term defined.

(b) Definitions apply to the masculine, feminine, and neuter genders of each term defined.

(c) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."

14.13 Fair and Reasonable. The Parties and their counsel believe this Agreement is a fair and reasonable compromise of the disputed claims and is in the best interest of the Parties, and have arrived at this Agreement as a result of arm's-length negotiations with the assistance of an experienced mediator.

14.14 Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.

14.15 Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

14.16 Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

14.17 Counterparts and Signatures. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Digital signatures shall have the same force and effect as the original.

14.18 Facsimile and Electronic Mail. Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

14.19 No Assignment. Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.

14.20 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. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

14.21 Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

14.22 Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby fully incorporated in, and made part of, this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

Dated: 12/4/2025 For Defendant Crossroads Trading Co., Inc. Joseph W. Swanson John J. Atallah **FOLEY & LARDNER LLP**	Dated: 11/21/2025 For Plaintiffs and Class Members John J. Nelson **MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC**

Crossroads Trading Co., Inc.:

Dated: 12/4/2025

Aruna Busacca, Chief Operating Officer

Class Representatives:

Dated: 11/21/2025

Megan Koester (Nov 21, 2025 16:03:04 PST)

Megan Koester

Dated: Nov 21, 2025

Juanita Medina (Nov 21, 2025 22:34:15 PST)

Juanita Medina

Dated: Nov 25, 2025

Sedre wright (Nov 25, 2025 10:41:16 PST)

Sedre Wright

Dated: 11/22/2025

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LaSean Tardd

Dated: 11/24/2025

Adrine Akopyan
ID XLF5kJ7h2qYktUS6zJpJB6rT

Adrine Akopyan

Dated: _____

Alisa Smith