

**IN THE DELAWARE CIRCUIT COURT 2
DELAWARE COUNTY, INDIANA**

NIVEDITA SHARMA, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

ACCUTECH SYSTEMS CORPORATION,

Defendant.

Delaware Circuit Court 2 Case No.
18C02-2210-CT-000135

CHRISTOPHER MEDVIGY, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

ACCUTECH SYSTEMS CORPORATION,

Defendant.

Delaware Circuit Court 2 Case No.
18C05-2211-CT-000153

CHRISTOPHER MEDVIGY, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

ACCUTECH SYSTEMS CORPORATION,

Defendant.

United States District Court, Southern District of California Case No. 3:22-cv-207-LL-BLM

NIVEDITA SHARMA, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

ACCUTECH SYSTEMS CORPORATION,

Defendant.

United States District Court, Southern District of Indiana Case No. 1:22-cv-00551-JMS-MJD

SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of December 21, 2022, is made and entered into by and among the following Settling Parties (as defined below): (i) Nivedita Sharma and Christopher Medvigy (“Representative Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel at Cole & Van Note, Wagner Reese LLP, Milberg Coleman Bryson Phillips Grossman, PLLC, and Cafferty Clobes Meriwether & Sprengel LLP (“Proposed Class Counsel”); and (ii) Accutech Systems Corporation (“Accutech”), by and through its counsel of record, Baker & Hostetler LLP. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

On or about August 16, 2021, Accutech suffered a cyberattack on its servers and workstations. Through the operation of a type of ransomware, the threat actor accessed ten hosts and exfiltrated data from certain systems, including personally identifying information belonging to approximately 106,078 individuals.

On February 15, 2022, Christopher Medvigy filed a lawsuit in the United States District Court, Southern District of California entitled *Christopher Medvigy, individually, and on behalf of all others similarly situated, v. Accutech Systems Corporation*, Case No. 22-cv-207-LL-BLM (the “California Federal Action”). On March 22, 2022, Nivedita Sharma filed a lawsuit entitled *Nivedita Sharma, individually, and on behalf of all others similarly situated, v. Accutech Systems Corporation*, Case No. 22-cv-00551-JMS-MJD (the “Indiana Federal Action”). In October and November 2002, respectively, Nivedita Sharma and Christopher Medvigy filed similar lawsuits arising out of this data breach in Delaware Circuit Court, Delaware County, Indiana (i.e., case Nos.

18C02-2210-CT-000135 and 18C05-2211-CT-000153). All four actions assert similar claims against Accutech relating to the Data breach/incident (as defined below).

Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Accutech and the Released Persons (as defined below) relating to the Data Incident, by and on behalf of Representative Plaintiffs and Settlement Class Members (as defined below), and any other such actions by and on behalf of any other consumers and putative classes of consumers originating, or that may originate, in jurisdictions in the United States against Accutech relating to the Data Incident (collectively, the “Litigation”).

II. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING

Representative Plaintiffs believe the claims asserted in the Litigation, as set forth in the Complaints, have merit. Representative Plaintiffs and Proposed Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Accutech through motion practice, trial, and potential appeals. They have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate and in the best interests of Plaintiffs and the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Accutech denies each and all of the claims and contentions alleged against it in the Litigation. Accutech denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Accutech has concluded that further conduct of the

Litigation would be protracted and expensive and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Accutech also has taken into account the uncertainty and risks inherent in any litigation. Accutech has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, Proposed Class Counsel, and Accutech that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and that judgment shall be entered as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who timely opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Approved Claims” means Settlement Claims in an amount approved by the Settlement Administrator or found to be valid through the Dispute Resolution process.

1.3 “Claims Administration” means the processing, adjudicating, and paying claims received from Settlement Class Members by the Settlement Administrator.

1.4 “Claims Deadline” means the postmark deadline for valid claims pursuant to ¶ 2.4, which is one-hundred and fifty (150) days after the Notice Date.

1.5 “Claims Referee” means a third party designated by agreement of the Settling Parties and approved by the Court to make final decisions about disputed claims for settlement benefits. For purposes of this settlement, the Claims Referee shall be William A. Baten.

1.6 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration, including those of the Claims Referee.

1.7 “Court” means Delaware Circuit Court, Delaware County, Indiana.

1.8 “Data Incident” means the cyberattack against Accutech’s network, which occurred on or about August 16, 2021. The potentially exposed information may have included full names, dates of birth, Social Security numbers, and financial account numbers.

1.9 “Days” shall mean calendar days, unless otherwise specified.

1.10 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.11 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.12 and ¶ 9.1 herein have occurred and been met.

1.12 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.13 “Judgment” means a judgment rendered by the Court, in the form attached hereto as Exhibit A, or a judgment substantially similar to such form.

1.14 “Notice Date” means the date by which the Settlement Administrator will have effected the Notice Plan, which is within thirty (30) days after entry of the Preliminary Approval Order.

1.15 “Notice Plan” refers to a plan for notifying Settlement Class Members about the settlement to be developed by the Parties with the assistance of the Settlement Administrator consistent with Rule 23 of the Indiana Rules of Trial Procedure and constitutional Due Process.

1.16 “Objection Date” means the date by which objections to the settlement from Settlement Class Members must be filed with the Clerk of Court to be effective and timely.

1.17 “Opt-Out Date” means the date by which requests for exclusion from settlement must be postmarked to be effective and timely.

1.18 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.19 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as Exhibit B.

1.20 “Plaintiffs’ Counsel” and “Proposed Class Counsel” means Scott Edward Cole, Laura Grace Van Note and Cody Alexander Bolce of Cole & Van Note; Jeff Gibson, Esq. of Wagner Reese LLP; Gary M. Klinger and David K. Lietz of Milberg Coleman Bryson Phillips

Grossman, PLLC; and Daniel O. Herrera, Nickolas J. Hagman, and Olivia Lawless of Cafferty Clobes Meriwether & Sprengel LLP.

1.21 “Related Entities” means Accutech’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of Accutech’s and their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.22 “Released Claims” shall collectively mean any and all claims and causes of action that were or could have been brought in the Litigation based on, relating to, concerning, or arising out of the Data Incident and alleged theft of Social Security Numbers or other personal information or the allegations, facts, or circumstances described in the Litigation including, without limitation, any violations of the California, Colorado, Indiana, and similar state consumer protection statutes; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent, or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been

asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning, or arising out of the Data Incident and alleged theft of Social Security Numbers or other personal information or the allegations, facts, or circumstances described in the Litigation. Released Claims shall include Unknown Claims as defined in ¶ 1.30. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.23 “Released Persons” means Accutech, its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.24 “Representative Plaintiffs” means Christopher Medvigy and Nivedita Sharma.

1.25 “Settlement Administrator” means a company experienced in administering class action notice and claims generally and specifically those of the type provided for and made in data breach litigation, to be jointly agreed upon by the Settling Parties and approved by the Court. The parties hereto will seek appointment of Epiq as the Settlement Administrator.

1.26 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.27 “Settlement Class” means all persons residing in the United States whose personal information was exposed to unauthorized third parties during the Data Incident, which as described in the definition of Data Incident occurred on or about August 16, 2021, and who were sent notice of the Data Incident. The Settlement Class specifically excludes: (i) Accutech and its officers and

directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; (iv) the attorneys representing the Settling Parties in the Litigation; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. The Settlement Class consists of approximately 106,078 Settlement Class Members.

1.28 “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.29 “Settling Parties” means, collectively, Accutech and Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.30 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including any Representative Plaintiffs, does not know or suspect to exist in his or her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent.

Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including Representative Plaintiffs, and any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.31 “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

2. Settlement Benefits

2.1 Expense Reimbursement Capped at \$325. All Settlement Class Members who submit a valid claim using the Claim Form (Exhibit C to this Settlement Agreement) are eligible to receive reimbursement for out-of-pocket expenses, not to exceed \$325 per Settlement Class Member, that were incurred as a result of the Data Incident: such as (i) unreimbursed bank fees; (ii) long distance telephone charges; (iii) cell minutes (if charged by minute), Internet usage charges (if charged by the minute or by the amount of data usage and incurred solely as a result of

the Data Incident), and text messages (if charged by the message and incurred solely as a result of the Data Incident); (iv) postage and photocopies; (v) gasoline for local travel; (vi) notary and other service process fees; (vii) court document retrieval fees; (viii) up to three (3) hours of documented lost time spent dealing with the Accutech Data Incident (calculated at the rate of \$20 per hour), but only if, at least, one full hour was spent and only if the time can be documented with reasonable specificity by choosing from a mutually agreeable array of activities on the Claim Form for which Settlement Class Members spent time dealing with the Data Incident; (ix) costs of credit report(s) purchased by Settlement Class Members between August 16, 2021 and the Claims Deadline (with reasonable documentation, proof of purchase, and an affirmative statement by Settlement Class Member that it was purchased primarily because of the Data Incident, including identification of a fraudulent charge caused by the Data Incident that prompted the purchase); and (x) costs of credit monitoring purchased by Settlement Class Members between August 16, 2021 and the Claims Deadline (with reasonable documentation, proof of purchase, and an affirmative statement by Settlement Class Member that it was purchased primarily because of the Data Incident and not for other purposes, including identification of a fraudulent charge caused by the Data Incident that prompted the purchase).

2.2 Other Extraordinary Expense Reimbursement. Accutech shall reimburse, as provided for below, each Settlement Class Member in the amount of his or her proven loss, but not to exceed \$5,000 per claim (and only one claim per Settlement Class Member), for a monetary out-of-pocket loss that occurred more likely than not as a result of the Data Incident if: (a) it is an actual, documented, and unreimbursed monetary loss; (b) was more likely than not caused by the Data Incident; (c) occurred during the time period from August 16, 2021, through and including the end of the Claims Deadline (as specified in ¶ 2.4); (d) is not an amount already covered by one

or more of the categories identified in ¶ 2.1; and (e) the claimant made reasonable efforts to avoid or seek reimbursement for the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance as required pursuant to ¶ 2.4.3. The total of all amounts recovered under this paragraph shall not exceed \$5,000 per Settlement Class Member. Settlement Class Members with claims under this paragraph may also submit claims for benefits under ¶ 2.1 and ¶ 2.3.

2.3 Credit Monitoring and Identity Protection. Settlement Class Members are eligible to receive two (2) years of credit monitoring services, which includes three bureau credit monitoring and alerts and \$1,000,000.00 in identity theft insurance coverage, regardless of whether they also submit a Claim for reimbursement pursuant to ¶ 2.1 or ¶ 2.2. This is in addition to the credit monitoring services previously offered to individuals who were notified of the Data Incident. Settlement Class Members must affirmatively request credit monitoring by indicating such request on the Claim Form, and codes will be sent either to an e-mail address provided by the Settlement Class Member or, if they do not have an e-mail address, mailed to the address provided on the claim form.

2.4 Settlement Class Members seeking reimbursement pursuant to ¶ 2.1 and/or ¶ 2.2, or credit monitoring services described in ¶ 2.3, must complete and submit a written Claim Form to the Settlement Administrator, postmarked on or before the 120th day after the deadline for the commencement of notice to Settlement Class Members as set forth in ¶ 3.2 (the “Claims Deadline”). The notice to the class will specify this deadline and other relevant dates described herein.

2.4.1 The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and

belief, and is being made under penalty of perjury. Notarization shall not be required. The Settlement Class Member must reasonably attest that the out-of-pocket expenses and charges claimed were both actually incurred and plausibly arose from the Data Incident. Failure to provide supporting attestation and documentation as requested on the Claim Form shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions set forth in ¶ 2.6.

2.4.2 Claimants seeking reimbursement for expenses or losses described in ¶ 2.1 and/or ¶ 2.2 must complete and submit the appropriate section of the Claim Form to the Settlement Administrator, together with proof of such losses.

2.4.3 Claimants must exhaust all credit monitoring insurance and identity theft insurance before Accutech is responsible for any expenses claimed pursuant to ¶¶ 2.1 or 2.2 of this Settlement Agreement. Nothing in this Settlement Agreement shall be construed to provide for a double payment for the same loss or injury that was reimbursed or compensated by any other source.

2.4.4 To be valid, claims must be complete and submitted to the Settlement Administrator on or before the Claims Deadline.

2.4.5 No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

2.5 Equitable Relief.

Accutech agrees to implement, continue, and maintain the following data security measures through December 31, 2023, the costs of which will be paid by Accutech separate and apart from the other settlement benefits provided for in this Settlement Agreement:

2.5.1 Maintenance of a written information security program;

2.5.2 Employee training on Accutech's data security policies and detecting/handling suspicious emails;

2.5.3 Maintenance of a policy for responding to information security events; and

2.5.4 The deployment of a VPN solution with enhanced credential management and security PINs for each session.

2.6 Dispute Resolution for Claims.

2.6.1 The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the claimant's class membership and the expenses described in ¶ 2.1 and/or ¶ 2.2; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident (collectively, "Facially Valid"). The Settlement Administrator may, at any time, request from the claimant, in writing, additional information ("Claim Supplementation") as the Settlement Administrator may reasonably require to evaluate the claim (e.g., documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, or claims previously made for identity theft and the resolution thereof).

2.6.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Settlement Administrator shall request additional information ("Claim

Supplementation”) and give the claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the 30-day period, the claimant may request and, for good cause shown (e.g., illness, military service, absence from the United States, mail failures, lack of cooperation of third parties in possession of required information), shall be given a reasonable extension of the 30-day deadline in which to comply. However, in no event shall the deadline be extended to later than one year from the Effective Date. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.6.3 Following receipt of additional information requested as Claim Supplementation, the Settlement Administrator shall have thirty (30) days to accept, in whole or of a lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is Facially Valid, then the claim shall be paid pursuant to ¶ 8. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Settlement Administrator may reject the claim without any further action. If the claim is rejected for other reasons, then the claim shall be referred to the Claims Referee upon request of the Settlement Class Member.

2.6.4 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Settlement Administrator. If a Settlement Class Member rejects an offer from the Settlement

Administrator, the Settlement Administrator shall have thirty (30) days to reconsider its initial adjustment amount and make a final determination. If the claimant approves the final determination, then the approved amount shall be the amount to be paid pursuant to ¶ 8. If the claimant rejects the final determination within thirty (30) days, then the dispute will be submitted to the Claims Referee within an additional ten (10) days upon request of the Settlement Class Member. If the claimant neither approves nor rejects the final determination, the approved amount shall be paid subject to ¶ 8.

2.6.5 If any dispute is submitted to the Claims Referee, the Claims Referee may approve the Settlement Administrator's determination or may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days. The Claims Referee's determination shall be based on whether the Claims Referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The Claims Referee shall have the power to approve a claim in full or in part. The Claims Referee's decision will be final and non-appealable. Any claimant referred to the Claims Referee shall reasonably cooperate with the Claims Referee, including by either providing supplemental information as requested within ten (10) days of the request or, alternatively, signing an authorization allowing the Claims Referee to verify the claim through third party sources, and failure to cooperate shall be grounds for denial of the claim in full. The Claims Referee shall make a final decision within thirty (30) days of receipt of all supplemental information requested. The Settlement Administrator shall provide notice of all communications pursuant to this Paragraph to all Counsel.

2.7 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶ 3.1 and ¶ 3.2, Costs of Claims Administration under ¶ 8.1, ¶ 8.2, and/or ¶ 8.3, and the costs of Dispute Resolution described in ¶ 2.6 shall be paid by Accutech.

2.8 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to court certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

2.9 Confidentiality of Information Submitted by Settlement Class Members. Information submitted by Settlement Class Members pursuant to this Settlement Agreement shall be deemed confidential and protected as such by Accutech, the Settlement Administrator, and the Claims Referee.

3. Order of Preliminary Approval and Delivery of Notice

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel and counsel for Accutech shall jointly submit this Settlement Agreement to the Court and file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit B, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.8;

- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) the scheduling of a Final Fairness Hearing and briefing schedule for Motion for Final Hearing and Application for Class Representative Service Awards and Attorneys' Fees and Costs;
- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Representative Plaintiffs as Class Representatives;
- f) approval of a Claim Form substantially similar to that attached hereto as Exhibit C;
- g) approval of a customary short-form notice ("Short-Form Notice") to be mailed and/or emailed to Settlement Class Members in a form substantially similar to the one attached hereto as Exhibit D;
- h) approval of a customary long form notice ("Long-Form Notice") in a form substantially similar to the one attached hereto as Exhibit E that shall be posted on a settlement website. These and all exhibits to this agreement shall satisfy the notice requirements of Rule 23 of the Indiana Rules of Trial Procedure;
- i) appointment of Epiq as a Settlement Administrator;
- j) approval of a Notice Plan developed by the parties with the assistance of the Settlement Administrator; and
- k) appointment of a Person proposed by the Settling Parties to serve as Claims Referee.

The forms of notice and Claim Form shall be reviewed by the Settlement Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

3.2 Within ten (10) days of entry of the Preliminary Approval Order, Accutech will provide the Settlement Administrator with a list of Settlement Class Members in Excel format that includes, to the extent available, the name and physical mailing address of each Settlement Class Member. Accutech shall pay for all of the costs associated with the Settlement Administrator and for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, as well as the costs of such notice. Attorneys' fees, costs and expenses of Proposed Class Counsel, and service awards to Class Representatives, shall be paid by Accutech as set forth in ¶ 7, subject to Court approval. Direct notice shall be provided to class members in accordance with the Notice

Plan. The Notice Plan shall be subject to approval by the Court as meeting constitutional due process requirements. The Settlement Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the forms of notice and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class Members' inquiries. The Settlement Administrator also will provide copies of the forms of notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. Prior to the Final Fairness Hearing, Proposed Class Counsel and Accutech shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short-Form Notice, Long-Form Notice, and Claim Form approved by the Court may be adjusted by the Settlement Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. The Settlement Administrator shall effect delivery of notice to the Settlement Class in accordance with the Notice Program by the Notice Date.

3.3 Proposed Class Counsel and Accutech's counsel shall request that, after the Notice Program is effectuated, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement and enter judgment as set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. Settlement Class members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice

must be postmarked no later than sixty (60) days after the date on which the Notice Program commences pursuant to ¶ 3.2.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1, referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request exclusion from the Settlement Class in the manner set forth in ¶ 4.1 shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that, within ten (10) days after the Opt-Out Date as approved by the Court, there have been more Opt-Outs (exclusions) than listed in a separate letter agreement to be shared with the Court under seal, Accutech may, by notifying Proposed Class Counsel in writing, void this Settlement Agreement. If Accutech voids the Settlement Agreement pursuant to this paragraph, Accutech shall be obligated to pay all settlement expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Proposed Class Counsel and incentive awards and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (1) the title of the case; (2) the Settlement Class member’s full name, address and telephone number; (3) all legal and factual bases for any objection; (4) copies of any documents that the Settlement Class Member wants the Court to consider; and (5) the identity of the Settlement Class Member’s attorney, if any. Should the Settlement Class Member wish to appear at the Final Approval Hearing, the Settlement Class Member must so state, and must identify any documents

or witnesses the Settlement Class Member intends to call on his or her behalf. Any Settlement Class Member who fails to object in this manner will be deemed to have waived any objections. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court (or mailed thereto and postmarked by) no later than sixty (60) days from the Notice Date and served upon Proposed Class Counsel and counsel for Accutech via the Court's electronic filing system.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting set forth in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Indiana Rules of Appellate Procedure and not through a collateral attack.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member, including Representative Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum

(other than participation in the settlement as provided herein) in which any Released Claim is asserted.

6.2 Upon the Effective Date, Accutech shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative Plaintiffs and each and all of the Settlement Class Members of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, and/or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses Accutech may have against such Persons including, without limitation, any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither Accutech, nor its Related Parties, shall have or shall be deemed to have released, relinquished, or discharged any claim or defense against any Person other than Representative Plaintiffs and each and all of the Settlement Class Members.

7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Representative Plaintiffs

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Representative Plaintiffs, as provided for in ¶ 7.2 and ¶ 7.3, until after the substantive terms of the settlement had been agreed upon, other than that Accutech would pay reasonable attorneys' fees, costs, expenses, and service awards to Representative Plaintiffs as may be agreed to by Accutech and Proposed Class Counsel and/or as ordered by the Court, or in the

event of no agreement, then as ordered by the Court. Accutech and Proposed Class Counsel have agreed to the following:

7.2 Proposed Class Counsel has agreed to request, subject to Court approval, the amount of \$400,000 to Proposed Class Counsel for attorneys' fees and verified costs and expenses of all cases against Accutech that Plaintiffs' Counsel have pursued over the Data Incident. Proposed Class Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' Counsel, if any.

7.3 Subject to Court approval, Accutech has agreed to pay a service award in the amount of \$2,500 to each of the Representative Plaintiffs.

7.4 Accutech shall pay the Court-approved amount of attorneys' fees, costs, expenses, and service awards to Representative Plaintiffs to an account established by Proposed Class Counsel within ten (10) days after the Effective Date.

7.5 Proposed Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Plaintiffs' Counsel and service award to Representative Plaintiffs consistent with ¶ 7.2 and ¶ 7.3. If this Settlement Agreement is terminated or otherwise does not become Final (e.g., disapproval by the Court or any appellate court), Accutech shall have no obligation to pay attorneys' fees, costs, expenses, or service awards and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Class Member be liable for any costs or expenses related to notice or administration.

7.6 The amount(s) of any award of attorneys' fees, costs, and expenses and the service award to Representative Plaintiffs are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of

the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Proposed Class Counsel or Representative Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Settlement Administrator shall administer and calculate the claims submitted by Settlement Class Members as set forth in ¶ 2. Proposed Class Counsel and Accutech shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation and challenge any such claim if they believe it to be inaccurate or inadequate. The Settlement Administrator's and Claims Referee's, as applicable, determination of the validity or invalidity of any such claims shall be binding, subject to the Dispute Resolution process set forth in ¶ 2.6. All claims agreed to be paid in full by Accutech shall be deemed valid.

8.2 Checks for Approved Claims shall be mailed and postmarked within thirty (30) days of the Effective Date or within thirty (30) days of the date that the claim is approved, whichever is later. No Approved Claims shall be paid until after the Effective Date. If this Settlement Agreement is terminated or otherwise does not become Final (e.g., due to disapproval by the Court or any appellate court) prior to the payment of Approved Claims, Accutech shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein but will, in all other respects, be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein, and the Judgment.

8.4 No Person shall have any claim against the Settlement Administrator, Claims Referee, Accutech, Proposed Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or Accutech's counsel based on distributions of benefits to Settlement Class Members.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 3;
- b) Accutech has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.11.

9.2 If any of the conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.4 unless Proposed Class Counsel and Accutech's counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Proposed Class Counsel and to Accutech's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties

and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Accutech shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration and Dispute Resolution above and shall not, at any time, seek recovery of same from any other party to the Litigation or from Proposed Class counsel to any other party to the Litigation.

10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement, (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and (iii) agree to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Litigation, except as set forth herein.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim or of any wrongdoing or liability of any of the Released Persons; or (ii) 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 Persons in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 The Settlement Agreement, together with the Exhibits attached hereto and the letter agreement referenced in ¶ 4.3, constitutes the entire agreement among the parties hereto, and no representations, warranties, or inducements have been made to any party concerning the Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in such document. Except as otherwise provided herein, each party shall bear its own costs. This agreement supersedes all previous agreements made by the parties.

10.6 Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement

on behalf of the Settlement Class that they deem appropriate to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.8 The Settlement 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. A complete set of executed counterparts shall be filed with the Court.

10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.11 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Indiana, and the rights and obligations of the Settling Parties shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Indiana.

10.12 As used herein, “he” means “he, she, or it”; “his” means “his, hers, or its”; and “him” means “him, her, or it.”

10.13 All dollar amounts are in United States dollars (USD).

10.14 Cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void ninety (90) after issuance and shall bear the language: “This check must be cashed within 90 days, after which time

it is void.” If a check becomes void, the Settlement Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and Accutech shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or ¶ 2.2 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.15 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

[Signatures on the Following Page]

Proposed Settlement Class Counsel

By: 
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By: 
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EXHIBIT A

**IN THE DELAWARE CIRCUIT COURT 2
DELAWARE COUNTY, INDIANA**

NIVEDITA SHARMA and CHRISTOPHER)
MEDVIGY individually and on behalf of all)
others similarly situated,)
)
Plaintiffs,)
)
v.)
)
ACCUTECH SYSTEMS CORPORATION,)
)
Defendant.)
_____)

Case No. 18C02-2210-CT-000135

**[PROPOSED] ORDER GRANTING FINAL APPROVAL
OF THE CLASS ACTION SETTLEMENT AND JUDGMENT**

Before the Court is Plaintiffs’ unopposed motion requesting that the Court enter an Order granting Final Approval of the Class Action Settlement involving Plaintiffs Nivedita Sharma and Christopher Medvigy (hereinafter “Plaintiffs”) and Defendant Accutech Systems Corporation (hereinafter “Defendant”), as fair, reasonable, and adequate, awarding attorneys’ fees and costs to Class Counsel as outlined herein, and awarding service awards to Plaintiffs as detailed below.

Having reviewed and considered the Settlement Agreement and the motions for final approval of the settlement, an award of attorneys’ fees and costs, and service awards to the Plaintiffs and having conducted a final approval hearing, the Court makes the findings and grants the relief set forth below approving the settlement upon the terms and conditions set forth in this Order.

WHEREAS, on _____, 2022, the Court entered a Preliminary Approval Order, which among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, appointing Plaintiffs as Class Representatives, and appointing Proposed Counsel as Class Counsel; (b) preliminarily approved the Settlement

Agreement; (c) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the claims administrator; and (f) set the date for the Final Fairness Hearing;

WHEREAS, on _____, 2022, pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Fairness Hearing;

WHEREAS, on _____, 2022, the Court held a Final Fairness Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice. Prior to the Final Fairness Hearing, a declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as required by the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the final approval hearing in support of or in opposition to the proposed Settlement Agreement, the award of attorneys' fees and costs to Class Counsel, and the payment of Service Awards to the Representative Plaintiffs;

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

WHEREAS, the Court being required under Indiana Rule of Trial Procedure 23(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether

the settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order; having heard the presentation of Class Counsel and counsel for Defendant; having reviewed all of the submissions presented with respect to the proposed Settlement Agreement; having determined that the Settlement Agreement is fair, adequate, and reasonable; having considered the application made by Class Counsel for attorneys' fees, costs, and expenses and the application for Service Awards to the Representative Plaintiffs; and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.
2. The Settlement involves allegations in Plaintiffs' Complaint against Defendant for failure to implement or maintain adequate data security measures for personal information, including Social Security Numbers and/or financial information, which directly and proximately caused injuries to Plaintiffs and the Class.
3. The settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.
4. Unless otherwise noted, words spelled in this Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.
5. The Court, having reviewed the terms of the Settlement Agreement submitted by the parties pursuant to Indiana Rule of Trial Procedure 23(e), grants final approval of the

Settlement Agreement and for purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

All persons residing in the United States whose personal information was exposed to unauthorized third parties during the Data Incident, which occurred on Accutech System Corporation's network on or about August 16, 2021, and who were sent notice of the Data Incident.

Excluded from the Settlement Class are (i) Defendant and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; (iv) the attorneys representing the parties in the Litigation; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

6. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in that Agreement, for:

A. Defendant to institute a Settlement Claims Process as outlined in the Settlement Agreement whereby Class Members can submit claims that will

be evaluated by a Claims Administrator mutually agreed upon by Class Counsel and Defendant.

- B. Defendant to pay all costs of Claims Administration and Settlement Administration, including the cost of Claims Administrator, instituting notice, processing and administering claims, and preparing and mailing checks.
- C. Defendant to pay, subject to the approval and award of the Court, the reasonable attorneys' fees of Class Counsel and service awards to the Class Representatives.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Indiana Rules of Trial Procedure 23(a) and (b)(3) set forth in the Preliminary Approval Order and notes again that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Class Members under the Settlement, Final Approval Hearing, the application for counsel fees, costs, and expenses, and the proposed service award payments to the Class Representative have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. The Court finds that such Notice as therein ordered was the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all

Settlement Class Members in compliance with the requirements of Indiana Rule of Trial Procedure 23(c)(2).

10. As of the Opt-Out deadline, ____ potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in Exhibit A to this Order. Those persons are not bound by this Order, as set forth in the Settlement Order.

11. The Court has considered all the documents filed in support of the settlement and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the final hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

12. The parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the settlement in accordance with this Order and the terms of the Settlement Agreement.

13. Pursuant to the Settlement Agreement, Defendant, the Claims Administrator, and Class Counsel shall implement the settlement in the manner and time frame as set forth therein.

14. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

15. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims as follows:

Any and all claims and causes of action that were or could have been brought in the Litigation based on, relating to, concerning, or arising out of the Data Incident and alleged theft of Social Security Numbers or other personal information or the allegations, facts, or circumstances described in the Litigation including, without limitation, any violations of the California, Colorado, Indiana, and similar state consumer protection statutes; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent, or innocent); unjust

enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning, or arising out of the Data Incident and alleged theft of Social Security Numbers or other personal information or the allegations, facts, or circumstances described in the Litigation.

Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

16. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves payments to Plaintiffs in the total amount of \$2,500 each as a service award for their efforts on behalf of the Settlement Class. Class Counsel shall make such payment in accordance with the terms of the Settlement Agreement.

17. The Court has appointed Daniel O. Herrera, Nickolas J. Hagman, and Olivia Lawless of Cafferty Clobes Meriwether & Sprengel LLP; Scott Edward Cole, Laura Grace Van Note, and Cody Alexander Bolce of Cole & Van Note as Class Counsel; and Gary M. Klinger and David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC.

18. The Court, after careful review of the time entries and rates requested by Class Counsel and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's application for attorneys' fees and costs in the amount of \$400,000 and grants the request for service awards to each of the Representative Plaintiffs in the amount of \$2,500. Payment shall be made pursuant to the terms of the Settlement Agreement.

19. This Order resolves all claims against all parties in this action and is a final order.

20. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the settlement, without affecting the finality of this Final Approval Order and Judgment.

IT IS SO ORDERED.

Dated: _____

EXHIBIT B

2. This Court has jurisdiction over the Litigation, Plaintiffs, all Settlement Class Members, Defendant Accutech Systems Corporation (“Accutech” or “Defendant”), and any party to any agreement that is part of or related to the Settlement.

3. The Court finds that the proposed Settlement with Accutech set forth in the Settlement Agreement is fair, reasonable, and adequate, otherwise meets the criteria for approval, and warrants issuance of notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

Provisional Certification of the Settlement Class

4. Solely for purposes of the Settlement, the Court conditionally certifies the following class pursuant to Indiana Rule of Trial Procedure 23(a) and (b)(3) (“Settlement Class”):

All persons residing in the United States whose personal information was exposed to unauthorized third parties during the Data Incident, which occurred on Accutech System Corporation’s network on or about August 16, 2021, and who were sent notice of the Data Incident.

Excluded from the Settlement Class are (i) Accutech and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; (iv) the attorneys representing the parties in the Litigation; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

5. Subject to final approval of the Settlement, the Court finds and concludes for settlement purposes only that the prerequisites to a class action, set forth in Indiana Rule of Trial Procedure 23(a) and (b), are satisfied in that:

A. the Settlement Class is so numerous that joinder of all members is impracticable;

- B. there are questions of law or fact common to the Settlement Class;
- C. Plaintiffs and Class Counsel (each defined below) fairly and adequately represent the Settlement Class;
- D. the claims of Plaintiffs are typical of those of Settlement Class Members;
- E. common issues predominate over any individual issues affecting the members of the Settlement Class;
- F. Plaintiffs fairly and adequately protect and represent the interests of all members of the Settlement Class, and Plaintiffs' interests are aligned with the interests of all other members of the Settlement Class; and
- G. settlement of the Actions on a class action basis is superior to other means of resolving this matter.

6. The Court appoints Daniel O. Herrera, Nickolas J. Hagman, and Olivia Lawless of Cafferty Clobes Meriwether & Sprengel LLP; Scott Edward Cole, Laura Grace Van Note, and Cody Alexander Bolce of Cole & Van Note; and Gary M. Klinger and David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC; as Class Counsel.

7. The Court hereby appoints Plaintiffs Nivedita Sharma and Christopher Medvigy to serve as Class Representatives for settlement purposes only on behalf of the Settlement Class.

Notice to Settlement Class Members

8. The Court approves the proposed notices of settlement attached to the Settlement Agreement as Exhibits D and E (the "Settlement Notices"), and finds that the dissemination of the Settlement Notices substantially in the manner and form set forth in the Settlement Agreement and under the Claims Administrator's Notice Plan comply fully with the requirements of Indiana Rule of Trial Procedure 23 and due process of law, and is the best notice practicable under the

circumstances. Non-material modifications to the Settlement Notices may be made without further order of the Court.

9. The notice procedures described in the Notice Plan attached to the Motion are hereby found to be the best means of providing notice under the circumstances; are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement; and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Indiana Rules of Trial Procedure and due process of law.

10. The Claims Administrator is directed to carry out the Notice Plan, which shall be completed in the manner set forth in the Settlement Agreement. No later than thirty (30) days from the date of this Order preliminarily approving the Settlement, the Claims Administrator shall initiate the Notice Plan, which shall be completed in the manner set forth in the Settlement Agreement.

11. All costs incurred in disseminating and otherwise in connection with the Settlement Notices shall be paid by Defendant pursuant to the Settlement Agreement.

12. The claim form attached to the Settlement Agreement satisfies the requirements of due process and of Rule 23(c)(2) of the Indiana Rules of Trial Procedure and thus is approved for dissemination to the Settlement Class. The claim form shall be made available to the Settlement Class as set forth on the Notice Plan and shall be made available to any potential Class member that requests one.

Responses by Class Members and the Scheduling of a Final Approval Hearing

13. Settlement Class Members may opt-out (the “Opt-Out Deadline”) or object up to ninety (90) days from the date on which the notice program commences.

14. Any member of the Settlement Class that wishes to be excluded (“opt out”) from the Settlement Class must send a written Request for Exclusion to Class Counsel and Counsel for Accutech to the designated Post Office box established by the Claims Administrator on or before the close of the Opt-Out Deadline. Members of the Settlement Class may not exclude themselves by filing Requests for Exclusion as a group or class, but must in each instance individually and personally execute a Request for Exclusion. All Settlement Class Members that exclude themselves from the Settlement Class will not be eligible to receive any benefits under the Settlement, will not be bound by any further orders or judgments entered for or against the Settlement Class, and will preserve their ability to independently pursue any claims they may have against Defendant.

15. Any member of the Settlement Class that does not properly and timely request exclusion from the Settlement Class shall, upon entry of the Order and Final Judgment, be bound by all the terms and provisions of the Settlement Agreement and Release, whether or not such Class member objected to the Settlement and whether or not such Class member received consideration under the Settlement Agreement.

16. A hearing on the Settlement (the “Final Approval Hearing”) shall be held before this Court on _____, 2023 at _____ in Courtroom ____ of the Delaware Circuit Court Courthouse, 3100 S. Tillotson Avenue, Muncie, Indiana 47302.

17. At the Final Approval Hearing, the Court will consider (a) the fairness, reasonableness, and adequacy of the proposed class settlement and whether the settlement should be granted final approval by the Court; (b) dismissal with prejudice of the Action; (c) entry of an

order including the Release; (d) entry of the Final Approval Order; and (e) entry of final judgment in this Action. Class Counsel's application for award of attorney's fees and costs, and request for the Court to award a service award to the named plaintiffs, shall also be heard at the time of the hearing.

18. The date and time of the Final Approval Hearing shall be subject to adjournment by the Court without further notice to the members of the Settlement Class, other than that which may be posted by the Court. Should the Court adjourn the date for the Final Approval Hearing, that shall not alter the deadlines for mailing and publication of notice, the Opt-Out deadline, or the deadlines for submissions of settlement objections, claims, and notices of intention to appear at the Final Approval Hearing unless those dates are explicitly changed by subsequent Order.

19. Any person or entity who or which does not elect to be excluded from the Settlement Class may, but need not, enter an appearance through his, her, or its own attorney. Settlement Class Members that do not timely object or opt out and that do not have an attorney enter an appearance on their behalf will be represented by Class Counsel.

20. Any person or entity who or which does not elect to be excluded from the Settlement Class may object to the proposed Settlement. Any Class member may object to, *inter alia*, (a) the proposed Settlement, (b) entry of Final Approval Order and the judgment approving the Settlement, (c) Class Counsel's application for fees and expenses, or (d) service award requests, by serving a written objection upon Class Counsel, Accutech's counsel, and the Court.

21. Any Class member making the objection (an "Objector") must sign the objection personally or through Objector's counsel. An objection shall include all information required by the Settlement Agreement, including the Objector's name, address, and telephone number, proof of class membership, and a detailed statement of each objection asserted, including the grounds

for objection together with any documents such person wishes to be considered in support of the objection. The objection must also contain a detailed list of any other objections by the Objector and/or by the attorney representing the Objector to any class action settlement(s) submitted to any state or federal court in the United States in the previous three (3) years.

22. If an Objector intends to appear at the hearing, personally or through counsel, the Objector must include with the objection a notice of the Objector's intent to appear at the hearing. If counsel is appearing on behalf of more than one Settlement Class member, counsel must identify each such Settlement Class member and each Settlement Class member must have complied with the requirements of this Order. No Objector may appear at the hearing unless the Objector indicates an intent to appear.

23. Objections, along with any notices of intent to appear and any supporting documents, must be filed with the Clerk of the Court no later than ninety (90) days from the date on which the notice program commences. These documents must be filed with the Clerk of the Court electronically or at the following address:

Delaware County Circuit Court
Office of the Clerk of Court
3100 S. Tillotson Avenue
Muncie, IN 47302

24. Only Settlement Class Members that have filed and served valid and timely notices of objection shall be entitled to be heard at the Final Approval Hearing. Any Settlement Class member that does not timely file and serve an objection in writing in accordance with the procedure set forth in the Class Notice and mandated in this Order shall be deemed to have waived any objection to (a) the Settlement; (b) the Release; (c) entry of Final Approval Order or any judgment; (d) Class Counsel's application for fees, costs, and expenses; or (e) service award requests for the named Plaintiffs, whether by appeal, collateral attack, or otherwise.

25. Settlement Class Members need not appear at the hearing or take any other action to indicate their approval.

26. Upon entry of the Order and Final Judgment all members of the Settlement Class that have not personally and timely requested to be excluded from the Settlement Class will be enjoined from proceeding against Defendant with respect to all of the Released Claims.

27. The schedule by which the events referenced above should occur is as follows:

Event	Date
Class notice program commences	Within 30 days after entry of this Preliminary Approval Order
Motion for Attorney’s Fees, Reimbursement of Costs and Expenses, and Service Awards to be filed by Class Counsel	At least 14 days before the objection deadline
Postmark deadline for requests for exclusion (Opt-Out) or objections	90 days after commencement of notice program
Postmark/filing deadline for filing claims	120 days after commencement of notice program
Motion for Final Approval to be filed by class counsel	At least 21 days before the Final Approval Hearing
Final Approval Hearing	Approximately 150 days after commencement of notice program or _____

Administration of the Settlement

28. The Court hereby appoints the claims administrator proposed by the parties, Epiq Class Action and Claims Solutions, Inc (the “Claims Administrator”). Responsibilities of the Claims Administrator shall include: (a) establishing a post office box for purposes of communicating with Settlement Class Members; (b) disseminating notice to the Class; (c) developing a web site to enable Settlement Class Members to access documents; (d) accepting and maintaining documents sent from Settlement Class Members relating to claims administration; (e)

determining validity of Claims in accordance with the Settlement Agreement; and (f) distributing settlement checks to Settlement Class Members. Pursuant to the Settlement Agreement, Defendant shall pay all related costs and expenses associated with the notice, claims, and settlement administration. These payments to the Claims Administrator shall be made separate and apart from the relief being made available to Settlement Class Members under the Settlement.

29. The Court hereby appoints the Claims Referee proposed by the parties, William A. Baten (the “Claims Referee”). The Claims Referee shall be responsible for deciding certain claims that may be rejected by the Claims Administrator, upon request of the Settlement Class Member submitting such Claims, as described in the Settlement Agreement.

Claims Process and Distribution and Allocation Plan

30. The parties have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid claim form. The Court preliminarily approves the plan for remuneration described in Section 2.4 of the Settlement Agreement and directs that the Claims Administrator effectuate the distribution of settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

31. Settlement Class Members who qualify for and wish to submit a claim form shall do so in accordance with the requirements and procedures specified in the notice and the Claim Form. If final Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the releases included in that Agreement, and the final Judgment.

Additional Provisions

32. In the event the Settlement Agreement and the proposed settlement are terminated in accordance with the applicable provisions of the Settlement Agreement, the Settlement Agreement, the proposed Settlement, and all related proceedings shall, except as expressly provided to the contrary in the Settlement Agreement, become null and void, shall have no further force and effect; Settlement Class Members shall retain all of their current rights to assert any and all claims against Defendant and any other released party; and the Defendant and any other released parties shall retain any and all of their current defenses and arguments thereto (including but not limited to arguments that the requirements of Indiana Rule of Trial Procedure 23(a) and (b)(3) are not satisfied for purposes of continued litigation). These Actions shall thereupon revert forthwith to their respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed.

33. Neither this Order nor the Settlement Agreement nor any other settlement-related document nor anything contained herein or therein or contemplated hereby or thereby nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other settlement-related document, shall constitute, be construed as, or be deemed to be evidence of or an admission or concession by Accutech as to the validity of any claim that has been or could have been asserted against it or as to any liability by it as to any matter set forth in this Order, or as to the propriety of class certification for any purposes other than for purposes of the current proposed settlement.

34. Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the final Judgment, or until further order of this Court.

35. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Claims Administrator.

IT IS SO ORDERED.

Dated: _____

EXHIBIT C

ACCUTECH SETTLEMENT CLAIM FORM

This Claim Form should be filled out online or submitted by mail if you received notice from Accutech Systems Corporation (“Accutech”) that your personal information may have been accessed and acquired by an unauthorized party during the August 16, 2021 data security incident, and you had unreimbursed out-of-pocket expenses, unreimbursed extraordinary monetary losses, or lost time dealing with the aftermath of the Data Incident. You may get a check if you fill out this Claim Form, if the Settlement is approved, and if you are found to be eligible for a payment.

The Settlement Notice describes your legal rights and options. To obtain the Settlement Notice and find more information regarding your legal rights and options, please visit the official Settlement Website, [INSERT WEBSITE], or call toll-free [INSERT PHONE #].

If you wish to submit a claim for a settlement payment electronically, you may go online to the Settlement Website, [INSERT WEBSITE], and follow the instructions on the “Submit a Claim” page.

If you wish to submit a claim for a settlement payment via standard mail, you need to provide the information requested below and mail this Claim Form to [INSERT], postmarked by [INSERT MONTH AND DAY], 2023. Please print clearly in blue or black ink.

1. CLASS MEMBER INFORMATION

Required Information:

First: _____ M: _____ Last: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ ZIP: _____

Country: _____

Phone: _____

Email: _____

2. PAYMENT ELIGIBILITY INFORMATION

To prepare for this section of the Claim Form, please review the Settlement Notice and Sections 2.1 through 2.4 of the Settlement Agreement (available for download at [INSERT WEBSITE]) for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

To help us determine if you are entitled to a settlement payment, please provide as much information as possible.

A. Verification of Class Membership

You are only eligible to file a claim if you are a person to whom Accutech sent notification that your personal information may have been exposed to unauthorized third parties as a result of the Data Incident occurring on or about August 16, 2021.

By submitting a claim and signing the certification below, you are verifying that you were notified by mail of the Data Incident announced by Accutech on or around January 11, 2022.

In addition, to allow the Claims Administrator to confirm your membership in the Class, you must provide either:

(1) The unique identifier provided in the Notice you received by postcard or email;

or

(2) your full name and the name of the entity possessing your personal information to whom Accutech provided services for contact tracing purposes.

Thus, please **EITHER**:

(1) Provide the unique identifier provided in the Notice you received: _____.

OR

(2) Provide your full name _____ and the name of the entity possessing your personal information to whom Accutech provided services: _____.

UPLOAD DOCUMENT [SETTLEMENT ADMINISTRATOR TO ADD]

B. Out-Of-Pocket Expenses

Check the box for each category of out-of-pocket expenses, fraudulent charges, or lost time that you incurred as a result of the Accutech Data Incident. Please be sure to fill in the total amount you are claiming for each category and attach the required documentation as described in **bold type** (if you are asked to provide account statements as part of required proof for any part of your claim, you may redact unrelated transactions and all but the first four and last four digits of any account number, if you wish). Please round total amounts to the nearest dollar.

I. Ordinary Expenses Resulting from the Accutech Data Incident

Unreimbursed fees or other charges from your bank or credit card company due to fraudulent activity on your card incurred between August 16, 2021 and the Claims Deadline due to the Accutech Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: Unreimbursed overdraft fees, over-the-limit fees, late fees, or charges due to insufficient funds or interest.

[UPLOAD DOCUMENTS] Required: A copy of a bank of credit card statement or other proof of claimed fees or charges (you may redact unrelated transactions and all but the first four and last four digits of any account number).

- Unreimbursed fees or other charges relating to the reissuance of your credit or debit card incurred between August 16, 2021 and the Claims Deadline due to the Accutech Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: Unreimbursed fees that your bank charged you because you requested a new credit or debit card.

[UPLOAD DOCUMENTS] Required: Attach a copy of a bank or credit card statement or other receipt showing these fees or charges (you may redact unrelated transactions and all but the first four and last four digits of any account number).

- Unreimbursed fees relating to your account being frozen or unavailable incurred between August 16, 2021 and the Claims Deadline due to the Accutech Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: You were charged interest by a payday lender due to card cancellation or due to an over-limit situation, or you had to pay a fee for a money order or other form of alternative payment because you could not use your debit or credit card, and these charges and payments were not reimbursed.

[UPLOAD DOCUMENTS] Required: Attach a copy of receipts, bank statements, credit card statements, or other proof that you had to pay these fees (you may redact unrelated transactions and all but the first four and last four digits of any account number).

- Other unreimbursed incidental telephone, internet, mileage, or postage expenses directly related to the Accutech Data Incident incurred between August 16, 2021 and the Claims Deadline due to the Accutech Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: Unreimbursed long distance phone charges, cell phone charges (only if charged by the

minute), or data charges (only if charged based on the amount of data used).

[UPLOAD DOCUMENTS] Required: Attach a copy of the bill from your telephone company, mobile phone company, or internet service provider that shows the charges (you may redact unrelated transactions and all but the first four and last four digits of any account number).

- Credit Reports or credit monitoring charges purchased between August 16, 2021 and the Claims Deadline due to the Accutech Data Incident. This category is limited to services purchased primarily as a result of the Accutech Data Incident and if purchased between August 16, 2021 and the Claims Deadline.

To obtain reimbursement under this category, you must attest to the following:

- I purchased credit reports between August 16, 2021 and the Claims Deadline, primarily due to the Data Incident and not for other purposes.

DATE	COST

Examples: The cost of a credit report(s) that you purchased after hearing about the Data Incident.

[UPLOAD DOCUMENT] Required: Attach a copy of a receipt or other proof of purchase for each product purchased (you may redact unrelated transactions). If you made the purchase prior to January 11, 2022, you must also identify a fraudulent charge associated with the Accutech Data Incident (i.e., made to an affected account after August 16, 2021 but prior to your purchase) that prompted you to make the purchase.

- Between one (1) and three (3) hours of documented time spent monitoring accounts or otherwise dealing with the aftermath / clean-up of the Data Incident between August 16, 2021 and the Claims Deadline (round down to the nearest hour and check only one box).

- 1 Hour 2 Hours 3 Hours

Examples: You spent at least one (1) full hour calling customer service lines, writing letters or emails, or on the internet to get fraudulent charges reversed or in updating automatic payment programs because your card number changed. Please note that the time that it takes to fill out this Claim Form is not reimbursable and should not be included in the total number of hours claimed.

Check all activities, below, which apply.

- Time spent obtaining credit reports.
- Time spent dealing with a credit freeze.

- Time spent dealing with bank or credit card fee issues.
- Time spent monitoring accounts.
- Time spent updating automatic payment programs because your card number changed.
- Other. Provide description(s) here:

To recover for lost time under this section, you must select one of the boxes above or provide a narrative description of the activities performed during the time claimed, and you must have at least one hour of lost time to claim this benefit.

Attestation (You must check the box below to obtain compensation for lost time).

- I attest under penalty of perjury that I spent the number of hours claimed above making reasonable efforts to deal with the Data Incident.**

II. Extraordinary Expenses

If you have expenses related to the Data Incident that are more than the value or different than the type of ordinary expenses covered in the categories in Section I above, you may be entitled to compensation for your extraordinary expenses. To obtain reimbursement under this category, you must attest to the following:

- I incurred out-of-pocket unreimbursed expenses that occurred more likely than not as a result of the Data Incident during the time period from August 16, 2021 through the end of the Claims Deadline other than those expenses covered by one or more of the categories above, and I made reasonable efforts to avoid or seek reimbursement for the loss, including but not limited to exhausting all available credit monitoring insurance and identity theft insurance.
- Unreimbursed fraudulent charges incurred between August 16, 2021 and the Claims Deadline due to the Accutech Data Incident.

DATE	DESCRIPTION	AMOUNT

Examples: Fraudulent charges that were made on your credit or debit card account and that were not reversed or repaid even though you reported them to your bank or credit card company. *Note: most banks are required to reimburse customer in full for fraudulent charges on payment cards that they issue.*

[UPLOAD DOCUMENTS] Required: The bank statement or other documentation reflecting the fraudulent charges, as well as documentation reflecting the fact that the charge was fraudulent (you may redact unrelated transactions and all but the first four and last four digits of any account number). If you do not have anything in writing reflecting the fact that the charge was fraudulent (e.g., communications with your bank or a police report), please identify the approximate date that you reported the fraudulent charge, to whom you reported it, and the response.

Date reported: _____

Description of the person(s) to whom you reported the fraud: _____

Check this box to confirm that you have exhausted all applicable insurance policies, including credit monitoring insurance and identity theft insurance, and that you have no insurance coverage for these fraudulent charges.

Other unreimbursed out-of-pocket expenses that were incurred between August 16, 2021 and the Claims Deadline as a result of the Accutech Data Incident that are not accounted for in your response above.

DATE	DESCRIPTION	AMOUNT

Examples: This category includes any other unreimbursed expenses or charges that are not otherwise accounted for in your answers to the questions above, including any expenses or charges that you believe were the result of an act of identity theft. This category also includes documented time spent dealing with replacement card issues or in reversing fraudulent charges between August 16, 2021 and the Claims Deadline that you incurred in excess of five hours as a result of the Accutech Data Incident, compensated at the same rate and in the same manner as described above, although you will need to prove that you spent the time on issues related to the Data Incident through documentation.

[UPLOAD DOCUMENTS] Required: Describe the expense, why you believe that it is related to the Accutech Data Incident, and provide as much detail as possible about the date you incurred the expense(s) and the company or person to whom you had to pay it. Please provide copies of any receipts, police reports, or other documentation supporting your claim. For claims of reimbursement for lost time in excess of five hours, you must provide actual documentation reflecting the amount of time you spent dealing with replacement card issues or in reversing fraudulent charges sufficient to prove how much time was spent, on what, and that the time was spent on issues related to the Accutech Data Incident. The Settlement Administrator may contact you for additional information before processing your claim.

Check this box to confirm that you have exhausted all credit monitoring insurance and identity theft insurance you might have for these out-of-pocket expenses before submitting this Claim Form.

III. Credit Monitoring

All Settlement Class Members who submit a valid claim are eligible to receive two (2) years of credit monitoring services provided by [INSERT NAME OF CREDIT MONITORING SERVICE].

Do you wish to sign up for free Credit Monitoring Protections through [INSERT NAME OF CREDIT MONITORING SERVICE]?

Yes, I want to sign up to receive free Credit Monitoring Protections.

Email Address: _____

If you select “yes” for this option, you will need to follow instructions and use an activation code that you receive after the Settlement is final. Credit Monitoring Protections will not begin until you use your activation code to enroll. Activation instructions will be provided to your email address or, if you do not have an email address, to your home address.

C. Certification

I declare under penalty of perjury under the laws of the United States and the State of _____ that the information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information by the Settlement Administrator or Claims Referee before my claim will be considered complete and valid.

Signature: _____

Print Name: _____ Date: _____

D. Submission Instructions

Once you’ve completed all applicable sections, please mail this Claim Form and all required supporting documentation to the address provided below, postmarked by **Month Day, 2023**.

[INSERT CLAIMS ADMINISTRATOR
MAILING INFORMATION]

EXHIBIT D

If you received a notice from Accutech regarding an August 16, 2021 data security incident, you may be eligible for a payment from a class action settlement.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

A Settlement has been reached in a class action lawsuit concerning a cyber-attack against Accutech Systems Corporation (“Accutech”), which resulted from criminals accessing its computer systems (the “Data Incident”). The Data Incident happened on or about August 16, 2021, and potentially resulted in unauthorized access to full names, dates of birth, Social Security numbers, and financial account numbers. The lawsuit claims Accutech was responsible for the Data Incident because Accutech did not take appropriate care to protect its network from hacking. Accutech denies all of the claims.

WHO IS INCLUDED? Accutech’s records show you are a likely member of the Settlement Class. The Settlement Class includes all persons residing in the United States whose personal information and/or financial information was potentially exposed to unauthorized third parties during the Data Incident.

SETTLEMENT BENEFITS. The Settlement provides two types of payments to people who submit valid claims: 1) Reimbursement of up to \$325 for unreimbursed, documented out-of-pocket expenses and computation for lost time that resulted from the Data Incident; and 2) Reimbursement of up to \$5,000 for extraordinary expenses which were more likely than not caused by the Data Incident. The Settlement also includes two years of credit monitoring and identity theft insurance through [CREDIT MONITORING SERVICE].

THE ONLY WAY TO RECEIVE A BENEFIT IS TO FILE A CLAIM. To get a Claim Form, visit the website or call 1-XXX-XXX-XXXX. The claim deadline is **Month Day, 2023**.

OTHER OPTIONS. If you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Accutech for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month Day, 2023**. If you stay in the Settlement, you may object to it by **Month Day, 2023**. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website or call 1-XXX-XXX-XXXX for a copy of the more detailed notice. On **Month Day, 2023**, the Court will hold a Fairness Hearing to determine whether to approve the Settlement, Class Counsel’s request for attorneys’ fees, costs, and expenses of \$400,000, and an incentive award of \$2,500 for each of the Representative Plaintiffs. The Motion for attorneys’ fees will be posted on the website after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

www.XXXXXXXXXX.com

1-XXX-XXX-XXXX

EXHIBIT E

If you received a notice from Accutech regarding an August 16, 2021 data security incident, you may be eligible for a payment from a class action settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached with Accutech Systems Corporation (“Accutech”) in a class action lawsuit about a data security incident that occurred on or about August 16, 2021.
- On or about August 16, 2021 cybercriminals accessed Accutech’s network and exfiltrated data from certain systems (the “Data Incident”). The Data Incident potentially resulted in unauthorized access to full names, dates of birth, Social Security numbers, and financial account numbers. Subsequently, this lawsuit was filed asserting claims against Accutech relating to the Data Incident.
- The Settlement includes all persons residing in the United States whose personal information and/or financial information was exposed to unauthorized third parties during the Data Incident, and who were sent notice of the Data Incident.
- The Settlement provides payments to people who submit valid claims for out-of-pocket expenses and charges that were incurred and plausibly arose from the Data Incident and for other extraordinary unreimbursed monetary losses.
- This Settlement also provides for a complimentary two-year membership of [ENTER NAME OF CREDIT MONITORING SERVICE].

Your legal rights are affected even if you do nothing. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim	The only way to get a payment. You must submit a claim by Month Day, 2023 .
Ask to be Excluded	Get no payment. The only option that allows you to sue Accutech over the claims resolved by this Settlement. You must exclude yourself by Month Day, 2023 .
Object	If you do not ask to be excluded, you may write to the Court about why you do not like the Settlement. You must object by Month Day, 2023 .
Do Nothing	Get no payment. Give up rights.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

Questions? Call [INSERT PHONE #] or visit [INSERT WEBSITE]

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Questions? Call [INSERT PHONE #] or visit [INSERT WEBSITE]

BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this notice because you have a right to know about the proposed Settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

Judge [STATE COURT JUDGE] of the Delaware Circuit Court 2, Delaware County, Indiana, is overseeing this case. The case is known as *Sharma v. Accutech Systems Corporation*, Case No. 18C02-2210-CT-000135. The persons who sued are called the Plaintiffs. Accutech is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Accutech was responsible for the Data Incident that occurred and asserts claims such as: breach of implied contract, negligence, invasion of privacy, and violation of the California, Colorado, and Indiana consumer protection statutes. The lawsuit seeks compensation for people who had out-of-pocket expenses, fraudulent charges, lost time spent dealing with fraudulent charges or card replacement issues, or unreimbursed extraordinary monetary losses as a result of the Data Incident.

Accutech denies all of the Plaintiffs’ claims and says it did not do anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Representative Plaintiffs” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.” In this case, the Representative Plaintiffs are Nivedita Sharma and Christopher Medvigy. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get compensation. The Representative Plaintiffs and their attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Class and its members. The Settlement does not mean that Accutech did anything wrong.

WHO IS IN THE SETTLEMENT?

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

If you received a notice by postcard or email about the settlement, you are probably a member of the Settlement Class. You are also included in the Settlement Class if you received notice from Accutech that your personal information may have been exposed to unauthorized third parties as a result of the Data Incident, and you had out-of-pocket expenses, fraudulent charges, lost time

Questions? Call [INSERT PHONE #] or visit [INSERT WEBSITE]

spent dealing with fraudulent charges or card replacement issues, or unreimbursed extraordinary monetary losses as a result of the Accutech Data Incident.

Specifically excluded from the Settlement Class are: (i) Accutech and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; (iv) the attorneys representing the Parties in the Litigation; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* (a no-contest plea, while not technically a guilty plea, has the same immediate effect as a guilty plea and is often offered as part of a plea bargain) to any such charge.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call [INSERT PHONE #] with questions or visit [INSERT WEBSITE]. You may also write with questions to [INSERT CLAIMS ADMINISTRATOR MAILING INFORMATION]. Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement provides for two years of complimentary identity protection services. To obtain the complimentary two-year membership of [ENTER NAME OF CREDIT MONITORING SERVICE], you must submit claim and affirmatively request credit monitoring by indicating such request on the Claim Form. If your claim is approved, the Settlement Administrator will send a redeemable code to the e-mail address provided on the Claim Form that can be used to enroll in this two-year membership.

The Settlement will also provide payments to people who submit valid claims. There are two types of payments that are available: (1) Expense Reimbursement (Question 8) and (2) Extraordinary Expense Reimbursement (Question 9). You may submit a claim for either or both types of payments. You must also provide proof of your class membership in the form of either the unique identifier provided in the notice you received by postcard or email or your full name and the name of entity possessing your personal information to whom Accutech provided services. To claim each type of payment, you must provide related documentation with the Claim Form.

As part of the Settlement, Accutech has also committed to establish and maintain security enhancements.

8. What payments are available for Expense Reimbursement?

Class Members are eligible to receive reimbursement of up to \$325 (in total) for the following categories of out-pocket expenses resulting from the Data Incident:

- unreimbursed bank fees;
- long distance telephone charges;
- cell minutes (if charged by minute) and text messages (if charged by the message);

Questions? Call [INSERT PHONE #] or visit [INSERT WEBSITE]

- internet usage charges (if charged by the minute or by the amount of data usage);
- postage;
- gasoline for local travel;
- costs of credit report(s);
- costs of credit monitoring and identity theft protection; and
- reimbursement of up to three (3) hours of documented lost time (at \$20 per hour) spent dealing with replacement card issues or in reversing fraudulent charges (only if at least one full hour was spent and if it can be documented with reasonable specificity).

9. What payments are available for Extraordinary Expense Reimbursement?

Class Members who had other extraordinary unreimbursed monetary losses because of information compromised as part of the Data Incident are eligible to make a claim for reimbursement of up to \$5,000. As part of the claim, the Class Member must show that: (1) it is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Incident; (3) the loss occurred during the time period from August 16, 2021 through and including the end of the Claims Deadline; (4) the loss is not already covered by one or more of the categories in Question 8; and (5) a reasonable effort was made to avoid or seek reimbursement for the loss (including exhaustion of all available credit monitoring insurance and identity theft insurance).

More details are provided in the Settlement Agreement, which is available at [\[INSERT WEBSITE\]](#).

HOW TO GET BENEFITS

10. How do I get benefits?

To ask for a payment, you must complete and submit a Claim Form. Claim Forms are available at [\[INSERT WEBSITE\]](#), or you may request one by mail by calling [\[INSERT PHONE #\]](#). Read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **Month Day, 2023** to:

Sharma v. Accutech Systems Corporation
[ACCUTECH CLAIMS ADMINISTRATOR
PO BOX XXXXX
CITY, STATE ZIP CODE]

11. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the required information is not provided timely, the claim will be considered invalid and will not be paid.

If the claim is complete and the Claims Administrator denies the claim entirely or partially, the claimant will be provided an opportunity to have their claim reviewed by an impartial Claim Referee who has been appointed by the Court.

Questions? Call [\[INSERT PHONE #\]](#) or visit [\[INSERT WEBSITE\]](#)

REMAINING IN THE SETTLEMENT

12. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment or complimentary identity protection services, you must submit a Claim Form postmarked by **Month Day, 2023**.

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

If the Settlement becomes final, you will give up your right to sue Accutech for the claims being resolved by this Settlement. The specific claims you are giving up against Accutech are described in Section 1.20 of the Settlement Agreement. You will be “releasing” Accutech and all related people or entities as described in Section 6 of the Settlement Agreement. The Settlement Agreement is available at [\[INSERT WEBSITE\]](#).

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 17 for free or you can, of course, talk to your own lawyer at your own expense if you have questions about what this means.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement but you want to keep the right to sue Accutech about issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Settlement Class.

14. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

15. If I do not exclude myself, can I sue Accutech for the same thing later?

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

16. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the Settlement in *Sharma v. Accutech Systems Corporation*, Case No. 18C02-2210-CT-000135. Include your name, address, and signature. You must mail your Exclusion Request postmarked by **Month Day, 2023**, to:

Accutech Settlement Exclusions
[PO Box XXXXX
CITY, STATE ZIP CODE]

Questions? Call [\[INSERT PHONE #\]](#) or visit [\[INSERT WEBSITE\]](#)

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as Class Counsel: Daniel O. Herrera, Nickolas J. Hagman, and Olivia Lawless of Cafferty Clobes Meriwether & Sprengel LLP, 135 S. LaSalle, Suite 3210, Chicago, IL 60603; Scott Edward Cole, Laura Grace Van Note, and Cody Alexander Bolce of Cole & Van Note, 555 12th Street, Suite 1725, Oakland, CA 94607; and Gary M. Klinger and David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC, 227 W. Monroe Street, Suite 2100, Chicago, IL 60606. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will request the Court's approval of an award for attorneys' fees and verified costs and expenses not to exceed \$400,000. Class Counsel will also request approval of an incentive award of \$2,500 for each of the Representative Plaintiffs. Any amount that the Court awards for attorneys' fees, costs, and expenses and incentive awards will be paid separately by Accutech and will not reduce the amount of payments to Class Members who submit valid claims.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

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

You can object to the Settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must file a written objection in this case, *Sharma v. Accutech Systems Corporation*, Case No. 18C02-2210-CT-000135, with the Clerk of the Court at the address below.

Your objection must include all of the following:

- your full name, address, telephone number, and e-mail address (if any);
- information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, which is described in response to question number 7;
- a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable;
- the identity of all counsel representing you, if any, in connection with your objection;
- the identity of all counsel representing you who will appear at the Final Fairness Hearing;
- a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection;
- a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing;
- your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation);

Questions? Call [INSERT PHONE #] or visit [INSERT WEBSITE]

- a list, by case name, court, and docket number, of all other cases in which you (directly or through counsel) have filed an objection to any proposed class action settlement within the last 3 years;
- a list, by case name, court, and docket number, of all other cases in which your counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years; and
- a list, by case name, court, and docket number, of all other cases in which you have been a named plaintiff in any class action or served as a lead plaintiff or representative plaintiff.

To be timely, your objection must be **postmarked** to the Clerk of the Court for Delaware Circuit Court Two, Delaware County, Indiana, no later than **Month Day, 2023**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **Month Day, 2023**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Courts Delaware Circuit Court 2 3100 S. Tillotson Ave. Muncie, IN 47302	Scott Edward Cole COLE & VAN NOTE 555 12th Street, Suite 1725 Oakland, CA 94607	Paul G. Karlsgodt Baker & Hostetler LLP 1801 California Street Suite 4400 Denver, CO 80202

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

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement.

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

The Court will hold a Fairness Hearing at __: __.m. on **Month Day, 2023**, at the Delaware Circuit Court located at 3100 S. Tillotson Ave., Muncie, IN 47302. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [**INSERT WEBSITE**] or call [**INSERT PHONE #**]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys’ fees and reasonable costs and expenses, as well as the request for an incentive award for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

22. Do I have to attend the hearing?

Questions? Call [**INSERT PHONE #**] or visit [**INSERT WEBSITE**]

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 19, the Court will consider it.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 19, including all the information required. Your Objection must be **filed** with the Clerk of the Court for Delaware Circuit Court Two, Delaware County, Indiana, no later than **Month Day, 2023**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel listed in Question 19, postmarked no later than **Month Day, 2023**.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will get no benefits from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Accutech about the legal issues in this case, ever again.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at [INSERT WEBSITE]. You may also write with questions to [INSERT CLAIMS ADMINISTRATOR MAILING INFORMATION]. You can also get a Claim Form at the website or by calling the toll-free number, [INSERT PHONE #].

Questions? Call [INSERT PHONE #] or visit [INSERT WEBSITE]

Accutech Settlement Agreement - 12-20-22

Final Audit Report

2022-12-21

Created:	2022-12-20
By:	Tiffany Kuiper (tkuiper@milberg.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATctz7mm3MfXNZKOV91tYFOuGc4n-B_md

"Accutech Settlement Agreement - 12-20-22" History

-  Document created by Tiffany Kuiper (tkuiper@milberg.com)
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-  Document emailed to Cole & Van Note (sec@colevannote.com) for signature
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-  Document emailed to Paul Karlsgodt (pkarlsgodt@bakerlaw.com) for signature
2022-12-20 - 10:11:40 PM GMT
-  Email viewed by Paul Karlsgodt (pkarlsgodt@bakerlaw.com)
2022-12-21 - 0:15:59 AM GMT
-  Document e-signed by Paul Karlsgodt (pkarlsgodt@bakerlaw.com)
Signature Date: 2022-12-21 - 0:21:22 AM GMT - Time Source: server
-  Email viewed by Cole & Van Note (sec@colevannote.com)
2022-12-21 - 8:37:47 PM GMT
-  Document e-signed by Cole & Van Note (sec@colevannote.com)
Signature Date: 2022-12-21 - 8:37:57 PM GMT - Time Source: server
-  Agreement completed.
2022-12-21 - 8:37:57 PM GMT

**IN THE DELAWARE CIRCUIT COURT 2
DELAWARE COUNTY, INDIANA**

NIVEDITA SHARMA and CHRISTOPHER)	
MEDVIGY individually and on behalf of all)	
others similarly situated,)	
)	
Plaintiffs,)	Case No. 18C02-2210-CT-000135
)	
v.)	
)	
ACCUTECH SYSTEMS CORPORATION,)	
)	
Defendant.)	
_____)	

Letter Agreement Pursuant to § 4.3 of the Settlement Agreement

Pursuant to § 4.3 of the Settlement Agreement entered by and between Nivedita Sharma and Christopher Medvigy, individually and on behalf of the Settlement Class, and Accutech Systems Corporation, dated December 21, 2022, the Settling Parties agree to the number of 50 Opt-Outs. Thus, if more than 50 Persons opt-out of the Settlement, Accutech may void the Settlement Agreement by notifying Proposed Class Counsel in writing no later than ten (10) days after the Opt-Out Date. Capitalized terms have the same meaning as set forth in the Settlement Agreement.

Proposed Settlement Class Counsel

Counsel for Accutech Systems Corporation

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Nickolas J. Hagman
Olivia Lawless
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