

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Monique Sanders, Darla Soich, and Christopher Harrison (“Plaintiffs”), individually and on behalf of Settlement Class Members (as defined in Paragraph 42) (together “Plaintiffs”), and Ibex Global Solutions, Inc. and Ibex Limited (“Defendants” or “Ibex”) (collectively the “Parties”), in the action *Sanders et al. v. Ibex Global Solutions, Inc. et al.*, Case No. 1:22-cv-00591-TNM, pending in the U.S. District Court for the District of Columbia (the “Action”).

RECITALS

WHEREAS, on March 3, 2022, a proposed class action lawsuit was filed against Ibex in the U.S. District Court for the District of Columbia relating to a data security incident affecting Ibex which occurred on or about July 27, 2020 through August 17, 2020.

WHEREAS, Ibex denies the allegations and all liability with respect to any and all facts and claims alleged in the Action, that the class representative and the class which they purport to represent have suffered any damage(s), and/or that the Action satisfies the requirements to be tried as a class action under Federal Rule of Civil Procedure 23.

WHEREAS, following extensive arm’s length settlement negotiations, including the exchange of informal discovery and two separate mediation sessions, the Parties reached an agreement of the essential terms of settlement.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “Action” means the class action lawsuit captioned *Sanders et al. v. Ibex Global Solutions, Inc. et al.*, Case No. 1:22-cv-00591, currently pending in the U.S. District Court for the District of Columbia before the Honorable Trevor N. McFadden.

2. “Approved Claim” means the timely submission of a Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator.

3. “Cash Payment for Identity Theft or Data Misuse” means One Hundred Dollars and Zero Cents (\$100.00) to each Settlement Class Member who can establish with documentation that they experienced actual or attempted identity theft or other verifiable misuse, including receiving fraud alerts or alerts of information being on the dark web, provided that the actual or attempted identity theft or other verifiable misuse appears fairly traceable to the Data Incident, to be

determined in the sole and reasonable discretion of the Settlement Administrator, as set forth in Paragraph 59.

4. “Claim Form” or “Claim” means, collectively, the form(s) Settlement Class Members must submit to be eligible for reimbursement of Out-of-Pocket Losses or Lost Time, and/or to claim Credit Monitoring and Identity Theft Protection Services or a Cash Payment for Identity Theft or Data Misuse under the terms of the Settlement, which are attached hereto as Exhibits 3-4.

5. “Claims Deadline” means the last day to submit a timely Claim Form(s), which will occur ninety (90) days after the Notice Deadline.

6. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive settlement benefits, which will end ninety (90) days after the Notice Deadline.

7. “Class Counsel” means William B. Federman of Federman and Sherwood and A. Brooke Murphy of Murphy Law Firm.

8. “Class Representatives” means Monique Sanders, Darla Soich and Christopher Harrison.

9. “Court” means the United States District Court for the District of Columbia.

10. “Credit Monitoring and Identity Theft Protection Services” means five years of three-bureau credit monitoring services provided by Experian to Settlement Class Members under the Settlement. These services include daily three-bureau credit monitoring with Equifax, Experian, and TransUnion; identity restoration services; and \$1 million in identity theft insurance, among other features.

11. “Data Incident” means the data security incident affecting Ibox which occurred on or about July 27, 2020 through August 17, 2020.

12. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Judgment or one (1) business day following entry of an order granting final approval of the settlement if no parties have standing to appeal; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to attorneys’ fees and reimbursement of expenses, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment.

13. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

14. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23, and is consistent with all material provisions of this Agreement, substantially in the form annexed hereto as Exhibit 6.

15. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgment.

16. “Ibex’s Counsel” means Joseph L. Meadows, Brian E. Middlebrook and John T. Mills of Gordon Rees Scully Mansukhani, LLP.

17. “Liaison Counsel” means David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC.

18. “Litigation Costs and Expenses” means costs and expenses incurred by counsel for Plaintiffs in connection with commencing, prosecuting, and settling the Action.

19. “Lost Time” means time spent remedying issues related to the Data Incident.

20. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses, (ii) Taxes and Tax-Related Expenses, (iii) Service Awards Payments approved by the Court, (iv) Fee Award and Costs approved by the Court.

21. “Non-Profit Residual Recipient” means National Cybersecurity Alliance, subject to approval by the Court.

22. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the form attached hereto as Exhibit 1 (“Postcard Notice”) and Exhibit 2 (“Long Form Notice”).

23. “Notice Deadline” means the last day by which Notice must issue to the Settlement Class Members, and will occur thirty (30) days after entry of the Preliminary Approval Order.

24. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also

includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

25. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

26. “Opt-Out Deadline” is the last day on which a Settlement Class member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

27. “Out-of-Pocket Losses” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Data Breach, and that have not already been reimbursed by a third party, as set forth in Paragraph 53. Out-of-Pocket Losses may include, without limitation, the following: costs associated with credit monitoring or identity theft insurance purchased directly by the claimant; costs associated with requesting a credit report; costs associated with a credit freeze; costs associated with cancelling a payment card and/or obtaining a replacement payment card; costs associated with closing a bank account and/or opening a new bank account; postage, long-distance phone charges, express mail and other incidental expenses; unrefunded overdraft and/or overdraft protection fees; unrefunded late and/or missed payment fees and/or charges; and damage and costs associated with any stolen benefits or tax returns.

28. “Plaintiffs’ Counsel” means Class Counsel and Liaison Counsel, collectively.

29. “Postcard Claim Form” means the form Settlement Class Members may submit to be eligible for reimbursement of Lost Time and/or to claim Credit Monitoring and Identity Theft Protection Services, which is attached hereto as Exhibit 4.

30. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2), and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as Exhibit 5.

31. “Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) that the Releasing Parties had or have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that have been or could have been asserted in the Action or in any other action or proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal regulatory body), regardless of whether the

claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action, including but not limited to those concerning: (1) the alleged access, disclosure and/or acquisition of Settlement Class Members' personal information in the Data Incident; (2) Ibex's maintenance of Settlement Class Members' personal information as it relates to the Data Incident; (3) Ibex's information security policies and practices as it relates to the Data Incident; and/or (4) Ibex's provision of notice to Settlement Class Members following the Data Incident.

32. "Released Parties" means Ibex and each and every of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, members, managers, employees, shareholders, partners, servants, agents, successors, attorneys, representatives, insurers (including but not limited to ACE American Insurance Company), reinsurers, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a "Released Party."

33. "Releasing Parties" means the Class Representatives and Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys and assigns, excluding those Settlement Class Members who submit a valid Request for Exclusion prior to the Opt Out Deadline

34. "Request for Exclusion" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

35. "Residual Cash Payment" means a pro rata cash payment to all Settlement Class Members who submit a Claim Form that has been approved by the Settlement Administrator, to be paid from the Residual Settlement Fund, with a cap of Ninety-Five Dollars and Zero Cents (\$95.00), as set forth in Paragraph 69(d).

36. "Residual Settlement Fund" means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses, (ii) Taxes and Tax-Related Expenses, (iii) Approved Claim(s) for Out-of-Pocket Losses; (iv) Approved Claim(s) for Lost Time; (v) Approved Claims for Credit Monitoring and Identity Theft Protection Services; (vi) Approved Claims for Cash Payment for Identity Theft or Data Misuse; (vii) Service Awards Payments approved by the Court, and (viii) Fee Award and Costs approved by the Court.

37. "Service Award Payment" means compensation awarded by the Court and paid to the Class Representatives in recognition of their role in this litigation.

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

39. “Settlement Administrator” means Postlethwaite & Netterville (“P&N”), subject to Court approval.

40. “Settlement Class” means the persons who are identified on the Settlement Class List, including all individuals who were sent notification by Ibex that their personal information was or may have been compromised in the Data Incident. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; and (2) Settlement Class Members who submit a valid a Request for Exclusion prior to the Opt-Out Deadline.

41. “Settlement Class List” means the list generated by Ibex containing the full names and current or last known addresses for Settlement Class Members, which Ibex shall provide to the Settlement Administrator within fourteen (14) days of the Preliminary Approval Order.

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

43. “Settlement Fund” means the sum of Two Million Four Hundred Thousand Dollars and Zero Cents (\$2,400,000.00) to be paid by or on behalf of Ibex as specified in Paragraphs 47, including any interest accrued thereon after payment. This payment is the limit and extent of the monetary obligations of Ibex, its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, members, managers, employees, shareholders, partners, servants, agents, successors, attorneys, representatives, insurers (including but not limited to ACE American Insurance Company), reinsurers, subrogees and assigns of any of the foregoing, with respect to this Agreement and the settlement of this matter.

44. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check to a Settlement Class Member pursuant to Paragraph 61.

45. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiff’s motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff’s motion for an award of attorneys’ fees, costs and expenses, and/or service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

46. “Taxes and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon

Ibex with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

II. SETTLEMENT FUND

47. **Establishment of Settlement Fund.** Within ten (10) days of the Preliminary Approval Order, Ibex shall deposit the sum of Two Million Four Hundred Thousand Dollars and Zero Cents (\$2,400,000.00) into an account established and administered by the Settlement Administrator.

48. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Ibex in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraph 88.

49. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator shall invest the Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation (“FDIC”) or (b) secured by instruments backed by the full faith and credit of the United States Government. Defendants and Defendants’ Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Settlement Administrator. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund and its Escrow Agent. Further, the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

50. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 88.

51. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) Notice and Administrative Expenses, (ii) Taxes and Tax-Related Expenses, (iii) Approved Claim(s) for Out-of-Pocket Losses; (iv) Approved Claim(s) for Lost Time; (v) Approved Claims for Credit Monitoring and Identity Theft Protection Services; (vi) Approved Claims for Cash Payment for Identity Theft or Data Misuse; (vii) Service Awards Payments approved by the Court, (viii) Fee Award and Costs approved by the Court; and (ix) Residual Cash Payments. Following payment

of all of the above expenses, any amount remaining in the Net Settlement Fund shall be paid to the Non-Profit Residual Recipient in accordance with Paragraph 70. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

52. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties, their counsel, and their insurers and reinsurers for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

III. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES AND LOST TIME

53. **Reimbursement for Out-of-Pocket Losses.** All Settlement Class Members may submit a claim for up to Five Thousand Dollars and Zero Cents (\$5,000.00) for reimbursement of Out-of-Pocket Losses. To receive reimbursement for Out-of-Pocket Losses, Settlement Class Members must submit a valid Claim Form that includes the following: (i) third party documentation supporting the loss; and (ii) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone. Third-party documentation can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. Self-prepared documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. A claim for reimbursement for Out-of-Pocket Losses may be combined with a claim for Lost Time and a Cash Payment for Identity Theft or Data Misuse but in no circumstance will a Settlement Class Member be eligible to receive more than the Five Thousand Dollars and Zero Cents (\$5,000.00) cap.

54. **Assessing Claims for Out-of-Pocket Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Losses reflects valid Out-of-Pocket Losses actually incurred that are fairly traceable to the Data Breach, but may consult with Class Counsel and Ibex’s Counsel in making individual determinations. Any such consultation shall be made with both Class Counsel and Ibex’s Counsel. In assessing what qualifies as “fairly traceable,” the Parties agree to instruct the Settlement Administrator to consider (i) whether the timing of the loss occurred on or after July 27, 2020; and (ii) whether the Personal Information used to commit identity theft or fraud consisted of the same type of Personal Information that was potentially impacted as a result of the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member (through the information provided on the Settlement Class Member’s Claim Form) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

55. **Reimbursement for Lost Time.** All Settlement Class Members may submit a claim for reimbursement of Lost Time up to five (5) hours at twenty-five dollars (\$25) per hour. Settlement Class Members can receive reimbursement of Lost Time with a brief description of the actions taken in response to the Data Breach and the time associated with each action. Claims for Lost Time are capped at One Hundred Twenty Five Dollars and Zero Cents (\$125.00) per individual. A claim for Lost Time may be combined with a claim for reimbursement for Out-of-Pocket Losses and a Cash Payment but in no circumstance will a Settlement Class Member be eligible to receive more than the Five Thousand Dollars and Zero Cents (\$5,000.00) individual cap.

56. **Assessing Claims for Lost Time.** The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Lost Time, but may consult with Class Counsel and Ibex's Counsel in making individual determinations. Any such consultation shall be made with both Class Counsel and Ibex's Counsel. The Settlement Administrator is authorized to contact any Settlement Class Member (through the information provided on the Settlement Class Member's Claim Form) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

57. **Disputes.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses or Lost Time is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel and Ibex's Counsel in making such determinations. Any such consultation shall be made with both Class Counsel and Ibex's Counsel.

IV. CREDIT MONITORING AND IDENTITY THEFT PROTECTION

58. **Credit Monitoring and Identity Theft Protection Services.** All Settlement Class Members are eligible to enroll in five (5) years of three-bureau Credit Monitoring and Identity Theft Protection Services provided by Experian, regardless of whether the Settlement Class Member submits a claim for reimbursement of Out-of-Pocket Losses or Lost Time or a claim for a Cash Payment for Identity Theft or Data Misuse. The Settlement Administrator shall send an activation code to each valid Credit Monitoring Services claimant within fourteen (14) days of the Effective Date which can be used to activate Credit Monitoring Services. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Experian shall provide Credit Monitoring and Identity Theft Protection Services to all valid claimants who timely enroll in these services for a period of five (5) years from the date of activation, including daily three-bureau credit monitoring with Equifax, Experian, and TransUnion; identity restoration services; and \$1 million in identity theft insurance, among other features.

V. CASH PAYMENTS FOR IDENTITY THEFT OR DATA MISUSE

59. **Cash Payments for Identity Theft or Data Misuse.** All Settlement Class Members may submit a claim for a Cash Payment for Identity Theft or Data Misuse of One Hundred Dollars and Zero Cents (\$100.00). To receive a Cash Payment for Identity Theft or Data Misuse, Settlement Class Members must submit a valid Claim Form that includes documentation demonstrating that the Settlement Class Member: (i) experienced actual or attempted identity theft; or (ii) experienced other verifiable misuse, including receiving fraud alerts or alerts of information being on the dark web. The documentation submitted by the Settlement Class Member together with the Claim Form for a Cash Payment for Identity Theft or Data Misuse must establish that the actual or attempted identity theft or other verifiable misuse is fairly traceable to the Data Incident. Documentation establishing a valid claim for a Cash Payment for Identity Theft or Data Misuse can include, without limitation, correspondence from banks or other financial institution(s), credit monitoring agencies, or law enforcement agencies. Documents that are “self prepared” by a Settlement Class Member such as handwritten summaries are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. A claim for a Cash Payment for Identity Theft or Data Misuse may be combined with a claim for reimbursement for Out-of-Pocket Losses and for Lost Time but in no circumstance will a Settlement Class Member be eligible to receive more than the Five Thousand Dollars and Zero Cents (\$5,000.00) cap.

60. **Assessing Claims for Cash Payments for Identity Theft or Data Misuse.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether the documentation submitted by Settlement Class Member(s) in support of a claim for a Cash Payment for Identity Theft or Data Misuse demonstrates that: (i) the Settlement Class Member experienced actual or attempted identity theft or other verifiable misuse; and (ii) that the actual or attempted identity theft or other verifiable misuse is fairly traceable to the Data Incident. The Settlement Administrator may consult with Class Counsel and Ibex’s Counsel in making individual determinations. Any such consultation shall be made with both Class Counsel and Ibex’s Counsel. In assessing what qualifies as “fairly traceable,” the Parties agree to instruct the Settlement Administrator to consider (i) whether the timing of the actual or attempted identity theft or other verifiable misuse occurred on or after July 27, 2022; and (ii) whether the Personal Information used to commit the actual or attempted identity theft or other verifiable misuse consisted of the same type of Personal Information that was potentially impacted as a result of the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member (through the information provided on the Settlement Class Member’s Claim Form) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

VI. PAYMENTS TO SETTLEMENT CLASS MEMBERS

61. **Payment Timing.** Payments for Approved Claims for reimbursement for Out-of-Pocket Losses, Lost Time, and/or Cash Payments for Identity Theft or Data Misuse shall be issued in the form of a check mailed as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date.

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

63. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

64. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

65. **Deceased Class Members.** If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Settlement Class Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with Class Counsel and Ibex's Counsel.

VII. CLAIMS, CAPS, AND DISTRIBUTION OF SETTLEMENT FUNDS; RESIDUAL SETTLEMENT FUND

66. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline.

67. **Individual Caps.** Settlement Class Members are subject to an individual aggregate cap of Five Thousand Dollars and Zero Cents (\$5,000.00) for payments made under the Settlement. Settlement Class Members may submit claims for reimbursement of Lost Time, Out-of-Pocket Losses, and/or Cash Payments for Identity Theft or Data Misuse but the Settlement Class Member's combined claims will be subject to the individual aggregate cap of Five Thousand Dollars and Zero Cents (\$5,000.00).

68. **Order of Distribution of Funds.** The Settlement Administrator must first use the funds available in the Settlement Fund (after payment of Notice and Administrative Expenses and Taxes and Tax-Related Expenses) to make payments for Approved Claims for Out-of-Pocket Losses, followed by Approved Claims for Lost Time, followed by Approved Claims for Credit Monitoring and Identity Theft Protection Services. The Settlement Administrator shall then utilize the remaining funds to make payments for Approved Claims for Cash Payments for Identity Theft or Data Misuse.

69. **Pro-Rata Contingencies.**

a. In the event that the funds remaining in the Net Settlement Fund after payments for Approved Claims for Out-of-Pocket Losses are not sufficient to make payment for Approved Claims for Lost Time, then the value of the payments for Approved Claims for Lost Time shall be reduced on a pro rata basis, such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Losses, and Approved Claims for Lost Time does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Approved Claims for Credit Monitoring and Identity Theft Protection Services or Approved Claims for Cash Payments for Identity Theft or Data Misuse.

b. In the event that the funds remaining in the Net Settlement Fund after payments for Approved Claims for Out-of-Pocket Losses and Approved Claims for Lost Time are not sufficient to make payment/distribution for Approved Claims for Credit Monitoring and Identity Theft Protection Services, then the number of years of Credit Monitoring Services provided to each Settlement Class Member who claims that benefit shall be reduced to ensure that the aggregate value of all payments for Approved Claims for Out-of-Pocket Losses, Approved Claims for Lost Time, and Approved Claims for Credit Monitoring and Identity Theft Protection Services does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Approved Claims for Cash Payments for Identity Theft or Data Misuse.

c. In the event that the funds remaining in the Net Settlement Fund after payments for Approved Claims for Out-of-Pocket Losses, Approved Claims for Lost Time, and Approved Claims for Credit Monitoring and Identity Theft Protection Services are not sufficient to make payment for Approved Claims for Cash Payments for Identity Theft or Data Misuse, then the value of the payments for Approved Claims for Cash Payments for Identity Theft or Data Misuse shall be reduced on a pro rata basis, such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Losses, Approved Claims for Lost Time and Approved Claims for Credit Monitoring and Identity Theft Protection Services does not exceed the Net Settlement Fund.

d. In the event that there are funds in the Residual Settlement Fund (*i.e.*, after all payments/distributions are made for Approved Claims for Out-of-Pocket Losses, Approved Claims for Lost Time, Approved Claims for Credit Monitoring and Identity Theft Protection Services and Approved Claims for Cash Payments for Identity Theft or Data Misuse), each Settlement Class Member shall receive a Residual Cash Payment. In order to be entitled to a Residual Cash Payment, a Settlement Class Member need only have submitted a Claim Form that has been approved by the Settlement Administrator, in whole or in part. The Claim Form can be submitted for one or more of the benefits available under this Settlement, and need not be of a

specific type or amount. In order to receive a Residual Cash Payment, the Settlement Class Members need not submit an additional Claim Form. The Settlement Administrator, upon notice to Class Counsel and Ibex's Counsel, shall determine the amount of the Residual Cash Payment. In determining this amount, the Settlement Administrator shall use the funds in the Residual Settlement Fund on a pro rata basis to Settlement Class Members who have submitted a Claim Form that has been approved by the Settlement Administrator, in whole or in part. In no event shall the amount of the Residual Cash Payment exceed Ninety-Five Dollars and Zero Cents (\$95.00).

e. All pro rata determinations required by this Paragraph shall be performed by the Settlement Administrator upon notice to Class Counsel and Ibex's Counsel.

70. **Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to Ibex after the Effective Date. To the extent any monies remain in the Residual Settlement Fund more than 150 days after the distribution of Settlement payments to the Settlement Class Members, or 30 days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, any remaining monies shall be distributed as required by state law or to the Non-Profit Residual Recipient.

VIII. CONFIRMATORY DISCOVERY

71. **Confirmatory Discovery.** Within twenty-one (21) days of the Preliminary Approval Order, Ibex will provide reasonable confidential confirmatory discovery to Class Counsel which will include: (1) documents demonstrating Ibex's security posture prior to the Data Incident and as it exists now, including policies, procedures and training materials; (2) correspondence with states' attorneys' general regarding the Data Incident and Ibex's response thereto; (3) documents sufficient to show that Settlement Class Members' personal information is no longer in the possession of any third party(ies) and has been deleted; (4) documents showing the remedial measures taken by Ibex in response to the Data Incident and the cost of the remedial measures to date; and (5) such other documents as necessary to reasonably establish to Class Counsel that Ibex has implemented measures to protect Settlement Class Members' personal information from further unlawful intrusions. The information provided by Ibex shall not include any presentations or breakdowns to Ibex's executives or its board of directors or any information considered by Ibex to be privileged and confidential.

72. **Confidentiality.** The information provided by Ibex pursuant to this Section VIII or Paragraph 72 shall be treated as confidential and cannot be used for any purpose other than enforcement of this Settlement Agreement.

73. **No Other Rights or Remedies.** Nothing about this Section VIII or Paragraphs 71-73 shall create any rights to any present or future contractual or equitable remedy requiring Ibex to make or maintain any particular security processes or procedures in the future.

IX. SETTLEMENT CLASS NOTICE

74. **Timing of Notice.** Within fourteen (14) days after the date of the Preliminary Approval Order, Ibex shall provide the Settlement Class List to the Settlement Administrator. Ibex

shall also provide the Settlement Administrator with the list of returned mailings for the members of the Settlement Class to whom the original notice of the Data Incident was returned and/or undeliverable (“Undeliverable List”). Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Postcard Notice and Postcard Claim Form to the members of the Settlement Class. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website. Prior to disseminating Notice to the members of the Settlement Class, the Settlement Administrator shall perform a National Change of Address Search on the Settlement Class List. Additionally, the Settlement Administrator shall perform skip tracing on the Undeliverable List to attempt to identify an alternative address for the Settlement Class Members on the Undeliverable List. The Settlement Administrator shall also have the option, if requested by Class Counsel, to mail reminders notices to Settlement Class Members who have not yet submitted a Postcard Claim Form and/or Claim Form, with such reminder notices to be mailed, if at all, thirty (30) days prior to the Claims Deadline.

75. **Form of Notice.** Notice shall be disseminated by U.S. mail to Settlement Class Members.

76. **Returned Mailings.** Within thirty (30) days after the date of mailing of the Postcard Notice and Postcard Claim Form to the Settlement Class Members, the Settlement Administrator shall provide Class Counsel and Ibex’s counsel with a list of the Settlement Class Members to whom the Notice was returned and/or undeliverable (“Undeliverable Notice List”). Within forty (40) days of mailing of the Postcard Notice and Postcard Claim Form, the Settlement Administrator shall perform additional levels of skip tracing on the Undeliverable Notice List to attempt to identify an alternative address for the Settlement Class Members on the Undeliverable Notice List, and shall re-mail the Postcard Notice and Postcard Claim Form to the Settlement Class Members to the extent an alternative address is identified through Settlement Administrator’s efforts. Additionally, Ibex agrees to review its internal records and identify any Settlement Class Members on the Undeliverable Notice List for whom it has email addresses. Ibex shall provide the Settlement Administrator with any email addresses that it was able to identify for Settlement Class Members on the Undeliverable Notice List within ten (10) days of receipt of the Undeliverable Notice List from the Settlement Administrator. As soon as practicable thereafter, the Settlement Administrator shall send the Postcard Notice and Postcard Claim Form to the Settlement Class Members on the Undeliverable Notice List via email.

X. OPT-OUTS AND OBJECTIONS

77. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not submit a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

78. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by submitting written objections to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

79. Within seven (7) days after the deadline for opt-out as set forth in this Paragraph and as approved by the Court, the Settlement Administrator shall furnish to counsel for the Parties a complete list of all timely and valid request for exclusions. In the event that within seven (7) days after receipt of the list from the Settlement Administrator, there have been more than one hundred fifty (150) Opt-Outs (exclusions), Ibex may, by notifying Class Counsel in writing, void this Agreement. If Ibex voids the Agreement pursuant to this Paragraph, Ibex shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and service awards.

XI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

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

- a. Creating, administering, and overseeing the Settlement Fund;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Performing National Change of Address searches and/or skip tracing on the Settlement Class List and Undeliverable List;
- d. Providing Notice to Settlement Class Members via U.S. mail and e-mail;
- e. Providing Class Counsel and Ibex's Counsel with the Undeliverable Notice List and conducting additional levels of skip tracing on the Undeliverable Notice List;

- f. Establishing and maintaining the Settlement Website;
- g. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- h. Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
- i. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- j. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Ibex's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Ibex's Counsel;
- k. Working with the provider of Credit Monitoring and Identity Theft Protection Services to receive and send activation codes within thirty (30) days of the Effective Date;
- l. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- m. Calculating the amount of Residual Cash Payments, if any, upon notice to Class Counsel and Ibex's Counsel;
- n. Processing and transmitting Residual Cash Payments to Settlement Class Members, if applicable;
- o. Providing weekly or other periodic reports to Class Counsel and Ibex's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments. The Settlement Administrator shall also, as requested by Class Counsel or Ibex's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- p. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and

- q. Performing any function related to Settlement administration as provided for in this Agreement or at the agreed-upon instruction of Class Counsel or Ibex's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

81. **Limitation of Liability.** The Parties, Plaintiffs' Counsel, Ibex's Counsel, and Ibex's insurers (including but not limited to ACE American Insurance Company) and reinsurers, shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

82. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Plaintiffs' Counsel, Ibex's Counsel, and Ibex's insurers (including but not limited to ACE American Insurance Company) and reinsurers for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

XII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

83. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Ibex reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

84. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of this Settlement with the Court.

85. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline; and at least 90 days after Class Counsel notifies the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715. In connection with the motion for preliminary approval, counsel for the parties shall request that the Court set a

date for the Final Approval Hearing that is no earlier than 100 days after entry of the Preliminary Approval Order.

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

XIII. MODIFICATION AND TERMINATION

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

88. **Termination.** Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within seven (7) days of either of the following: (a) the Court's refusal to grant preliminary approval of the Settlement in any material respect; or (b) Ibex's receipt of the opt-out list from the Settlement Administrator that includes more than one hundred fifty (150) Opt-Outs, which right may be exercised solely by Defendants as set forth above in Paragraph 79; or (2) within fourteen (14) days of either of the following: (a) the Court's refusal to enter the Judgment in any material respect, or (b) the date upon which the Judgment is modified or reversed in any material respect by any appellate or other court.

89. **Effect of Termination.** In the event of a termination as provided in Paragraph 88, this Agreement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

XIV. RELEASES

90. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims.

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

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

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

92. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Class Representatives and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

XV. SERVICE AWARD PAYMENTS

93. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking a service award payment for the Class Representatives in recognition for their contributions to this Action. Ibex agrees not to oppose Class Counsel’s request for a service award not to exceed Four Thousand Dollars and Zero

Cents (\$4,000.00) per representative, for a total of Twelve Thousand Dollars and Zero Cents (\$12,000.00). The Settlement Administrator shall make the Service Award Payments to the Class Representatives from the Settlement Fund. Such Service Award Payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

94. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of service awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XVI. ATTORNEYS' FEES, COSTS, EXPENSES

95. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses to be paid from the Settlement Fund. Ibex agrees not to oppose Class Counsel's request for an award of attorneys' fees not to exceed thirty percent (30%) of the Settlement Fund and reimbursement of litigation costs and expenses not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). Fee Award and Costs shall be paid by the Settlement Administrator from the Settlement Fund, in the amount approved by the Court, immediately upon the Court's Order.

96. **Allocation.** Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys for Plaintiffs. Ibex and its insurers and reinsurers shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

97. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees and costs and expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XVII. NO ADMISSION OF LIABILITY

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

99. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs;

or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Ibox in the Action or in any proceeding in any court, administrative agency or other tribunal.

XVIII. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

109. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the District of Columbia, without regard to the principles thereof regarding choice of law.

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

111. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

William B. Federman
FEDERMAN & SHERWOOD
10205 N. Pennsylvania Avenue
Oklahoma City, Oklahoma 73120
wbf@federmanlaw.com

A. Brooke Murphy
MURPHY LAW FIRM
4116 Will Rogers Parkway, Suite 700
Oklahoma City, Oklahoma 73108
abm@murphylegalfirm.com

All notices to Ibox provided for herein, shall be sent by overnight mail and email to:

Brian E. Middlebrook
John T. Mills
Joseph L. Meadows
GORDON REES SCULLY MANSUKHANI, LLP
One Battery Park Plaza
New York, New York 10004
bmiddlebrook@grsm.com
jtmills@grsm.com
jmeadows@grsm.com

The notice recipients and addresses designated above may be changed by written notice.

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

SIGNATURES

MONIQUE SANDERS

By: 

Date: 10/21/2022 _____

DARLA SOICH

By: _____

Date: _____

CHRISTOPHER HARRISON

By: _____

Date: _____

FEDERMAN & SHERWOOD

Counsel for Plaintiffs and the Class

By: _____

William B. Federman

Date: _____

MURPHY LEGAL FIRM

Counsel for Plaintiffs and the Class

By: _____

A. Brooke Murphy

Date: _____

IBEX GLOBAL SOLUTIONS, INC.

By: _____

Date: _____

Title: _____

IBEX LIMITED

By: _____

Date: _____

Title: _____

GORDON REES SCULLY MANSUKHANI, LLP

Counsel for Defendants (as to form only)

By: _____

Brian E. Middlebrook

John T. Mills

Joseph L. Meadows

Date: _____

SIGNATURES

MONIQUE SANDERS

By: _____

Date: _____

DARLA SOICH

By: _____

Date: _____

CHRISTOPHER HARRISON

By: *Christopher Harrison*

Date: 10/21/2022

FEDERMAN & SHERWOOD

Counsel for Plaintiffs and the Class

By: _____

William B. Federman

Date: _____

MURPHY LEGAL FIRM

Counsel for Plaintiffs and the Class

By: _____

A. Brooke Murphy

Date: _____

IBEX GLOBAL SOLUTIONS, INC.

By: _____

Date: _____

Title: _____

IBEX LIMITED

By: _____

Date: _____

Title: _____

GORDON REES SCULLY MANSUKHANI, LLP

Counsel for Defendants (as to form only)

By: _____

Brian E. Middlebrook

John T. Mills

Joseph L. Meadows

Date: _____

SIGNATURES

MONIQUE SANDERS

By: _____

Date: _____

DARLA SOICH

By: Darla Soich

Date: 10/21/2022

CHRISTOPHER HARRISON

By: _____

Date: _____

FEDERMAN & SHERWOOD

Counsel for Plaintiffs and the Class

By: _____
William B. Federman

Date: _____

MURPHY LEGAL FIRM

Counsel for Plaintiffs and the Class

By: _____
A. Brooke Murphy

Date: _____

IBEX GLOBAL SOLUTIONS, INC.

By: _____

Date: _____

Title: _____

IBEX LIMITED

By: _____

Date: _____

Title: _____

GORDON REES SCULLY MANSUKHANI, LLP

Counsel for Defendants (as to form only)

By: _____
Brian E. Middlebrook
John T. Mills
Joseph L. Meadows

Date: _____

SIGNATURES

MONIQUE SANDERS

By: _____

Date: _____

DARLA SOICH

By: _____

Date: _____

CHRISTOPHER HARRISON

By: _____

Date: _____

FEDERMAN & SHERWOOD

Counsel for Plaintiffs and the Class

By:  _____
William B. Federman

Date: 10/24/22

MURPHY LEGAL FIRM

Counsel for Plaintiffs and the Class

By:  _____
A. Brooke Murphy

Date: 10/24/22

IBEX GLOBAL SOLUTIONS, INC.

By: _____

Date: _____

Title: _____

IBEX LIMITED

By: _____

Date: _____

Title: _____

GORDON REES SCULLY MANSUKHANI, LLP

Counsel for Defendants (as to form only)

By: _____
Brian E. Middlebrook
John T. Mills
Joseph L. Meadows

Date: _____

SIGNATURES

MONIQUE SANDERS

By: _____

Date: _____

DARLA SOICH

By: _____

Date: _____

CHRISTOPHER HARRISON

By: _____

Date: _____

FEDERMAN & SHERWOOD

Counsel for Plaintiffs and the Class

By: _____

William B. Federman

Date: _____

MURPHY LEGAL FIRM

Counsel for Plaintiffs and the Class

By: _____

A. Brooke Murphy

Date: _____

IBEX GLOBAL SOLUTIONS, INC.

By: DocuSigned by:
Robert Dechant
E52CD8834F344FE...

Date: October 24, 2022 | 6:27 AM PDT

Title: CEO

IBEX LIMITED

By: DocuSigned by:
Robert Dechant
E52CD8834F344FE...

Date: October 24, 2022 | 6:27 AM PDT

Title: CEO

GORDON REES SCULLY MANSUKHANI, LLP

Counsel for Defendants (as to form only)

By: DocuSigned by:
Brian Middlebrook
41CB88797589414...

Brian E. Middlebrook

John T. Mills

Joseph L. Meadows

Date: October 21, 2022 | 12:52 PM PDT

EXHIBIT 1

Legal Notice

Sanders, et al. v. Ibex Global Solutions, Inc., Case No. 1:22-cv-00591-TNM

If Ibex Global Solutions, Inc. notified you of a Data Security Incident in or around August 2021, you may be eligible for a CASH PAYMENT or other benefits under a class action settlement.

A settlement has been reached in a class action lawsuit concerning a data security incident at Ibex Global Solutions, Inc. and Ibex Limited (collectively “Ibex” or “Defendant”) that occurred in or around between July 27, 2020 and August 17, 2020 (the “Data Security Incident”). The Settlement would resolve a lawsuit in which Plaintiffs allege that the Data Security Incident potentially exposed individuals’ personal identifying information (“PII”), including names, addresses, dates of birth, Social Security numbers, and medical information. The Settlement is without an admission of liability.

Who is included in the Settlement? Ibex’s records show you are a member of the Settlement Class. The Settlement Class includes all individuals who were sent a notification letter from Ibex stating that their PII may have been compromised during the Data Security Incident.

What are the settlement benefits? The settlement provides cash reimbursement payments to people who submit valid claims for: (i) up to \$125 in cash for a maximum of five (5) hours of lost time spent responding to the Data Security Incident at the rate of \$25 per hour, and (ii) up to \$5,000 for documented out-of-pocket expenses or losses incurred due to the Data Security Incident. The Settlement also provides five (5) years of identity protection and credit monitoring for all class members who timely enroll. Further, the Settlement provides payments of \$100 for class members who experienced documented identity theft or data misuse. Visit the settlement website or call the toll-free number below for complete benefit details.

How do I receive a payment or other benefit? To receive any payments or benefits under the Settlement, you **MUST** submit a claim. To submit a claim, you may either: (i) fill out, detach, and mail the attached Postcard Claim Form to the Settlement Administrator; or (ii) submit a Claim Form online at www.IbexDataSettlement.com. You may also call [InsertPhoneNumber] to request that a Claim Form be mailed to you. **Claims must be submitted online or postmarked by [_____] , 202_.**

If you do not want to be legally bound by the Settlement, you must exclude yourself by [_____] , 202_ , or you will not be able to sue the Defendant for released claims relating to the Data Security Incident. If you exclude yourself, you cannot get money or benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [_____] , 202_ . The detailed Notice explains how to submit a Claim Form, exclude yourself, or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on [_____] , 202_ at the E. Barrett Prettyman Courthouse, 333 Constitution Avenue N.W., Washington D.C., 20001, Courtroom 2 to consider whether to approve the Settlement. The Court will also consider Class Counsel’s request for attorneys’ fees of up to 30% of the Settlement Fund and reimbursement of litigation expenses of no more than \$30,000 for litigating the case and negotiating the Settlement on behalf of the Class, and service awards of \$4,000 for the plaintiffs. You may attend the hearing, but you do not have to.

For more information, call toll-free [InsertPhoneNumber] or visit [\[InsertWebsiteLink\]](#) and read the detailed Notice.

Si necesita ayuda en español, comuníquese con el administrador al [insertar número].

EXHIBIT 2

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

Sanders, et al. v. Ibex Global Solutions, Inc., et al., Case No. 1:22-cv-00591-TNM

If Ibex Global Solutions, Inc. notified you of a Data Security Incident in or around August 2021, you may be eligible for cash payments or other benefits from a class action settlement.

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

Si necesita ayuda en español, comuníquese con el administrador al [insertar número].

- A Settlement has been reached in a class action lawsuit against Ibex Global Solutions, Inc. and Ibex Limited (collectively, “Ibex” or “Defendants”) concerning a data security incident that occurred in or around between July 27, 2020 and August 17, 2020 (the “Data Security Incident”).
- The lawsuit is called *Sanders, et al. v. Ibex Global Solutions, Inc., et al.*, Case No. 1:22-cv-00591-TNM (the “Action”). The lawsuit alleges that the Data Security Incident potentially exposed certain personal identifying information (“PII”), including names, addresses, dates of birth, Social Security numbers, and medical information.
- The Settlement Class includes all individuals in the United States and its Territories who received a notification letter stating that their PII may have been compromised during the Data Security Incident. It excludes: (i) the judges presiding over the Action, and members of their direct families; and (ii) all class members who timely and validly request exclusion from the class.
- Your legal rights are affected regardless of whether you act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is [_____] , 202_.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will receive no payment, but you will retain any rights you currently have with respect to Defendants and the issues in this case. The deadline to exclude yourself from the Settlement is [_____] , 202_.
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is [_____] , 202_.
ATTEND THE FINAL APPROVAL HEARING	You or your attorney may attend and speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on [_____] , 202_.
DO NOTHING	You will not get any benefits from the Settlement and you will give up certain legal rights. You will remain in the Class and be subject to the Release.

QUESTIONS? CALL [InsertPhoneNumber] TOLL-FREE OR VISIT [INSERTWEBSITELINK]

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

BASIC INFORMATION

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

The Court authorized this Notice to inform you about a proposed Settlement with Ibex. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Trevor N. McFadden of the United States District Court for the District of Columbia is overseeing this class action. The case is called *Sanders, et al. v. Ibex Global Solutions, Inc., et al.*, Case No. 1:22-cv-00591-TNM.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Plaintiffs and Class Representatives Monique Sanders, Darla Soich, and Christopher Harrison—sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

Plaintiffs claim that Defendants failed to implement and maintain reasonable security measures to adequately protect the PII in its possession and to prevent the Data Security Incident from occurring.

Defendants deny that they are liable for the claims made in the lawsuit and deny any allegations of wrongdoing. More information about the complaint in the lawsuit can be found on the Settlement Website at [InsertWebsiteLink].

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendants should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will be eligible to get compensation now rather than years later—if ever. The Class Representatives and attorneys for the Settlement Class

Members, called Class Counsel, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by the Defendants.

WHO'S INCLUDED IN THE SETTLEMENT?

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

You are part of the Settlement as a Settlement Class Member if you received a notification letter from Ibex stating that your PII may have been compromised during the Data Security Incident. PII may include names, addresses, dates of birth, Social Security numbers, and medical information.

Settlement Class Members will have been mailed notice of their eligibility. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling [InsertPhoneNumber], by emailing [InsertEmail], or by visiting the website [InsertWebsiteLink].

This Settlement Class does not include (i) the judges presiding over the Action, and members of their direct families; and (ii) all class members who timely and validly request exclusion from the class.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under the proposed Settlement, Ibex will pay (or cause to be paid) \$2,400,000.00 into a Settlement Fund. The Settlement Fund, plus interest accrued thereon, will pay notice and administration costs, Court-approved attorneys' fees and expenses, Court-approved service awards for class representatives, and certain Settlement Fund taxes and tax expenses (the "Net Settlement Fund"). The Net Settlement Fund will be used to provide eligible Settlement Class Members with payments and benefits described below.¹

Reimbursement for Lost Time and Out-of-Pocket Expenses: If you spent time responding to the Data Security Incident, you may be eligible to receive compensation for Lost Time. If you incurred financial losses that are fairly traceable to the Data Security Incident, you may be eligible to receive compensation for Out-of-Pocket Expenses.

- A. Lost Time:** A claim for reimbursement may also include a claim for up to 5 hours of time spent in response to the Data Security Incident. Lost Time will be compensated at \$25.00/hour and requires a brief description of the action taken in response to the Data Security Incident and the time associated with those actions.
- B. Out-of-Pocket Expenses or Losses:** A claim for reimbursement may include, but are not limited to the following provided the expenses were incurred primarily as a result

¹ If the benefits claimed by all Settlement Class Members meets or exceeds the amount of the Net Settlement Fund, then the payments and/or benefits for your Claim may be reduced *pro rata* by the Settlement Administrator so that the aggregate cost of all payments and benefits does not exceed the amount of the Net Settlement Fund.

of the Data Security Incident: (1) costs associated with purchasing credit monitoring or identity theft insurance; (2) costs associated with requesting a credit report; (3) costs associated with a credit freeze; (4) costs associated with cancelling a payment card and/or obtaining a replacement payment card; (5) costs associated with closing a bank account and/or opening a new bank account; (6) postage, long-distance phone charges, express mail and other incidental expenses, if you provide documentation of the charges and an explanation satisfactory to the Settlement Administrator of their relationship to the Data Security Incident; (7) unrefunded overdraft and/or overdraft protection fees; (8) unrefunded late and/or missed payment fees and/or charges; and (9) damage and costs associated with any stolen benefits or tax returns.

Identity Theft and Credit Monitoring: All Settlement Class Members are eligible to receive five (5) years of identity theft protection and credit monitoring, which includes identity theft monitoring, alerts, three bureau credit monitoring, fraud resolution, and up to \$1 million identity theft insurance coverage for certain costs, identity restoration, and unauthorized electronic fund transfers.

Cash Payments for Identity Theft or Data Misuse: Settlement Class Members who experienced actual or attempted identity theft or data misuse are eligible to receive a cash payment of One Hundred Dollars and Zero Cents (\$100.00). To receive this payment, Settlement Class Members must submit a valid Claim Form that includes documentation demonstrating that the Settlement Class Member: (i) experienced actual or attempted identity theft; or (ii) experienced other verifiable misuse, including receiving fraud alerts or alerts of information being on the dark web.

The maximum claim for Lost Time, Out-of-Pocket Losses and Cash Payment for Identity Theft or Data Misuse is \$5,000.00.

Confirmatory Discovery: Defendants have also agreed to provide documents and information to Class Counsel showing that Ibex has taken data security measures to remedy the issues that led to the Data Security Incident and has implemented other business practices to help ensure information security. For complete details, please see the Settlement Agreement, whose terms control, available at [InsertWebsiteLink].

HOW TO GET BENEFITS

7. How do I make a Claim?

To qualify for a Settlement benefit, you must complete and submit a Claim Form.

Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at [InsertWebsiteLink] or by mail to the Settlement Administrator. Claim Forms are available through the Settlement website at [InsertWebsiteLink] or by calling [InsertSettlementNumber].

All Claim Forms must be submitted no later than [_____] , 202_.

8. When will I get my payment?

QUESTIONS? CALL [InsertPhoneNumber] TOLL-FREE OR VISIT [INSERTWEBSITELINK]

The hearing to consider the fairness of the Settlement is scheduled for [_____] , 202_. If the Court approves the Settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed Federman & Sherwood and Murphy Law Firm as “Class Counsel” to represent you and all class members. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you at your own expense if you want someone other than Class Counsel to represent you.

10. How will the lawyers be paid?

To date, Class Counsel has not received any payment for their services in conducting this litigation on behalf of the Class and have not been paid for their out-of-pocket expenses. Class Counsel will ask the Court for an award of attorneys’ fees not to exceed 30% of the Settlement Fund and for the reimbursement of litigation costs and expenses not to exceed \$30,000, which were incurred in connection with the Action. Such sums as may be approved by the Court will be paid from the Settlement Fund.

Class Counsel will also request a service award of Four Thousand Dollars and Zero Cents (\$4,000.00) for each of the Plaintiffs.

The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any service awards to Plaintiffs.

Class Counsel will file their request for attorneys’ fees, costs, and expenses and Service Awards for Plaintiffs with the Court, which will also be posted on the Settlement Website, at [InsertWebsiteLink].

YOUR RIGHTS AND OPTIONS

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

If you do not exclude yourself from the Settlement, you will not be able to sue Defendants about the Data Security Incident, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true regardless of whether you submit a Claim Form. However, you may exclude yourself from the Settlement (*see* Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims, which are described in the Settlement Agreement at [InsertWebsiteLink].

12. What happens if I do nothing at all?

If you do nothing, you will receive no payments or benefits under the Settlement. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 11 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendants for the claims or legal issues released in this Settlement.

13. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no payments or benefits under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Defendants in this class action.

14. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a letter to the Settlement Administrator stating that you want to be excluded from the Settlement in *Sanders, et al. v. Ibex Global Solutions, Inc., et al.*, Case No. 1:22-cv-00591-TNM. Your letter must include (1) your full name and current address; (2) a statement that you wish to be excluded from the Settlement Class; and (3) your signature. You must mail your exclusion request, postmarked no later than [_____]_, 202_, to the following address:

[Ibex Data Security Settlement Administrator]
[InsertAddress]

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

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

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims or legal issues released in this Settlement, even if you do nothing.

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

No. If you exclude yourself, do not submit a Claim Form for payment or benefits.

17. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a written notice with the Court stating that you object to the Settlement in *Sanders, et al. v. Ibex Global Solutions, Inc., et al.*, Case No. 1:22-cv-00591-TNM. Your objection must be filed no later than [_____]_, 202_.

The objection must be in writing and be personally signed by you. The objection must include: (i) the name of this case; (ii) your full name, current mailing address, and telephone number; (iii) a statement of your position(s), including the grounds for the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) copies of any documents supporting the objection; (vi) the identity of any attorneys representing the objector; (vii) a statement regarding whether you (or your attorney) intends to appear at the Final Approval Hearing; (viii) a list of all other matters in which you and/or your attorney has lodged an objection to a class action settlement; and (ix) your signature or the signature of your attorney.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to both Class Counsel and Defendants' lawyers at the addresses listed below, postmarked no later than [_____, 202_]:

Class Counsel	Defendants' Counsel
<p style="text-align: center;">William B. Federman Federman & Sherwood 10205 N. Pennsylvania Ave. Oklahoma City, OK 73120</p> <p style="text-align: center;">A. Brooke Murphy Murphy Law Firm 4116 Will Rogers Pkwy, Suite 700 Oklahoma City, OK 73108</p>	<p style="text-align: center;">Brian E. Middlebrook John T. Mills Joseph L. Meadows Gordon Rees Scully Mansukhani, LLP One Battery Park Plaza, 28th Floor New York, New York 10004</p>

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

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

THE COURT'S FAIRNESS HEARING

19. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on [InsertHearingDate] at the E. Barrett Prettyman Courthouse, 333 Constitution Avenue N.W., Washington D.C., 20001, Courtroom 2. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the service awards to Plaintiffs.

The location, date and time of the Final Approval Hearing are subject to change by Court order. Any changes will be posted at the Settlement Website, [InsertWebsiteLink], or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. If your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. However, you may appear on your behalf or pay a lawyer to attend on your behalf to assert your objection if you would like.

21. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you (or your attorney) may appear and speak at the Final Approval Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at [InsertWebsiteLink] or by writing to [InsertAddress].

23. How do I get more information?

Go to [INSERTWEBSITELINK], call [InsertToll-FreeNumber], email [InsertEmail] or write to [INSERTADDRESS]

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

EXHIBIT 3

Sanders, et al. v. Ibex Global Solutions, Inc., Case No. 1:22-cv-00591-TNM

CLAIM FORM

If Ibex Global Solutions, Inc. notified you of a Data Security Incident in or around August 2021, you may be entitled to benefits under a class action settlement using this claim form. This claim form may be filled out online at www.IbexDataSettlement.com or submitted by mail to: [_____].

Please complete the claim form for each category of benefits that you would like to claim. Categories include: (1) Credit Monitoring and Identity Theft Protection; (2) Reimbursement of Time Spent Responding to the Data Security Incident; (3) Out-of-Pocket Losses and Expense Reimbursement; and (4) Cash Payments for Identity Theft or Data Misuse. **You may claim more than one benefit, and you may claim all four benefits if applicable.** As noted below, please be sure to fill in the total amount you are claiming for each category and attach documentation where applicable.

NOTE: YOU MUST SIGN THE CLAIM FORM AT THE BOTTOM OF THIS FORM IN ORDER TO HAVE A VALID CLAIM.

If you wish to submit a claim for a settlement benefits, you need to provide the information requested below and submit your claim form to the Settlement Administrator **by no later than** _____ **202**__.

(Please visit www.IbexDataSettlement.com or call 1-_____ for more information on your legal rights and options.)

Si necesita ayuda en español, comuníquese con el administrador al [insertar número].

Contact Information

Please fill in completely.

Name: _____

Address: _____

City, State, Zip Code: _____

Email Address: _____

Telephone Number: _____

Credit Monitoring and Identity Theft Protection

To receive the credit monitoring and identity theft protection plan offered as part of the settlement, please check the box below:

I would like to claim five (5) years of credit monitoring and identity theft protection provided by Experian at no cost to me.

Reimbursement of Time Spent Responding to the Data Security Incident

To receive up to **\$125 in cash** reimbursement for up to five (5) hours of time responding to the Data Security Incident at a rate of \$25.00 per hour, provide the following:

I spent a total of hours of time in response to or addressing issues related to the Data Security Incident.

You **MUST** briefly describe how you spent your time responding to the Data Security Incident: _____

Out-of-Pocket Loss and Expense Reimbursement

To receive up to \$5,000 in reimbursement of out-of-pocket losses caused by, or expenses incurred as a result of, the Data Security Incident, please provide the following information:

Amount Requested: \$ _____ . _____

Please briefly describe the out-of-pocket expenses and how they relate to the Data Security Incident: _____

Documentary proof **MUST** be submitted to support your exact claim amount. “Self-prepared” documents are, by themselves, insufficient.

Cash Payments for Identity Theft or Data Misuse

If you experienced actual or attempted identity theft or data misuse following the Data Security Incident and would like to receive **\$100 in cash**, please provide the below information:

I declare that I experienced actual or attempted identity theft or data misuse following the Data Security Incident.

Please describe the actual or attempted identity theft or data misuse you experienced, including dates or approximate dates: _____

Documentary proof **MUST** be submitted to support your exact claim amount. “Self-prepared” documents are, by themselves, insufficient.

SIGN AND DATE YOUR CLAIM FORM

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this claim form by the undersigned is true and correct to the best of my recollection. I understand that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid, and authorize the Settlement Administrator to contact me using the contact information set forth above to obtain any necessary supplemental information.

Signature: _____ Date (mm/dd/yyyy): _____ Print Name: _____

The deadline to submit this form is [_____], 202_

PLEASE KEEP A COPY OF YOUR CLAIM FORM AND PROOF OF SUBMISSION

EXHIBIT 4

POSTCARD CLAIM FORM -- MEMBER ID: [claim Id]

To submit a claim for Credit Monitoring and Identity Theft Protection or Reimbursement of Time Spent Responding to the Data Security Incident, please complete the **below form**, sign, and mail this portion of the postcard to the Settlement Administrator **by no later than** _____ **202**___. Please complete the claim form for each category of benefits that you would like to claim. **You may check more than one box.**

(*Note:* Claims for Reimbursement of Out-of-Pocket Expenses or Cash Payments for Identity Theft or Data Misuse require supporting documentation and, therefore, must be submitted online at www.IbexDataSettlement.com or mailed to the Settlement Administrator with a separate Claim Form.)

Contact Information (*Please fill in completely.*)

Name: _____ Telephone Number: _____

Address : _____

City, State, Zip Code: _____

Email Address: _____

Credit Monitoring and Identity Theft Protection

To receive the credit monitoring and identity theft protection plan offered as part of the settlement, please check the box below:

I would like to claim five (5) years of credit monitoring and identity theft protection provided by Experian at no cost to me.

Reimbursement of Time Spent Responding to the Data Security Incident

To receive up to **\$125 in cash** for up to 5 hours of time responding to the Data Security Incident at a rate of \$25 per hour, provide the following:

I spent a total of hours of time in response to or addressing issues related to the Data Security Incident.

You **MUST** briefly describe how you spent your time responding to the Data Security Incident: _____

SIGN AND DATE YOUR CLAIM FORM

I declare under penalty of perjury that the information supplied in this claim form is true and correct to the best of my recollection. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information.

Signature: _____ Date (mm/dd/yyyy): _____ Print Name: _____

The deadline to submit this form is [_____], **202**___. Questions? Visit www.IbexDataSettlement.com or call (____) _____

EXHIBIT 5

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

MONIQUE SANDERS, DARLA SOICH, and
CHRISTOPHER HARRISON, individually and
on behalf of all others similarly situated,

Plaintiffs,

vs.

IBEX GLOBAL SOLUTIONS, INC., and IBEX
LIMITED,

Defendants.

CASE NO. 1:22-cv-00591-TNM

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AND APPROVING NOTICE PROGRAM**

WHEREAS, a putative class action is pending before the Court entitled *Sanders et al., v. Ibox Global Solutions, Inc. and Ibox Limited*, Case No. 1:22-cv-00591-TNM;

WHEREAS, MONIQUE SANDERS, DARLA SOICH and CHRISTOPHER HARRISON (“Plaintiffs” or “Settlement Class Representatives”), for themselves and on behalf of the Settlement Class, and IBEX GLOBAL SOLUTIONS, INC. and IBEX LIMITED (“Ibox” or “Defendants”), have agreed to settle any and all claims relating to a data security incident affecting Ibox which occurred on or about July 27, 2020 through August 17, 2020 (the “Data Incident”);

WHEREAS, the Parties’ Settlement Agreement and Release (“Settlement Agreement”), together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to Defendants for the claims of the Settlement Class upon the terms and conditions set forth in the Settlement Agreement, and the Court having read and considered the Settlement Agreement and exhibits attached thereto;

This matter coming before the Court upon the agreement of the Parties and the motion of Plaintiff seeking preliminary approval of the Settlement Agreement, good cause being shown, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this order shall have the same meaning as set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of the Action, the Plaintiff, the Class, and Defendants, and venue is proper in this Court.

Settlement Class Certification

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily certifies, for settlement purposes only, a Class consisting of the following:

All individuals who were sent notification by Ibex that their personal information was or may have been compromised in the Data Incident.

4. The Class specifically excludes: (i) all Class Members who timely and validly request exclusion from the Class; and (ii) the Judge presiding over the Action, and members of their direct families.

5. The Court provisionally finds, for settlement purposes only, that: (a) the Class is so numerous that joinder of all Class Members would be impracticable; (b) there are issues of law and fact common to the Class; (c) the claims of the Settlement Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Class Members; (d) the Settlement Class Representatives and Class Counsel will fairly and adequately protect the interests of the Class as Settlement Class Representatives have no interest antagonistic to or in conflict with the Class and has retained experienced and competent counsel to prosecute this matter on behalf of the Class; (e) questions of law or fact common to Class Members

predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

6. The Court hereby appoints Plaintiffs MONIQUE SANDERS, DARLA SOICH and CHRISTOPHER HARRISON as Settlement Class Representatives. The Court provisionally finds that the Settlement Class Representatives are similarly situated to absent Class Members and therefore typical of the Class and that they will be adequate Settlement Class Representatives.

7. The Court hereby appoints Federman and Sherwood and Murphy Law Firm as Class Counsel under Federal Rule of Civil Procedure 23(a)(4), finding that Class Counsel is well-qualified and experienced. The Court appoints Milberg Coleman Bryson Phillips Grossman, PLLC as Liaison Counsel.

Preliminary Approval

8. Plaintiffs has moved the Court for an order approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice against Defendants. The Court, having read and considered the Settlement Agreement and having received the Parties' arguments in support of the Settlement Agreement, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing.

9. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement falls within the range of possible approval as fair, reasonable, adequate, and in the best interests of the Settlement Class as to their claims against Defendants. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action and

provides beneficial relief to the Settlement Class. The Court also finds that the Settlement Agreement: (a) is the result of serious, informed, non-collusive arms' length negotiations involving experienced counsel familiar with the legal and factual issues of this case and made with the assistance of experienced mediator Hon. John Thornton (Ret.); (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to the Settlement Class; (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23; and (d) is not a finding or admission of liability by Defendants.

Notice and Administration

10. Postethwaite & Netterville is hereby appointed as Settlement Administrator and shall perform all the duties of the Settlement Administrator as set forth in the Settlement Agreement and this order.

11. The Court finds that the Notice and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 1 through 4 thereto (the "Notice Program") is reasonably calculated to, under the circumstances, apprise the members of the Class of the pendency of this action, the certification of the Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process and constitutes the best notice practicable under the circumstances.

12. The Court thus hereby approves the Notice Program, including the proposed Notice documents attached as Exhibits 1 through 4 to the Settlement Agreement. The Court also approves the plan for claims administration, including the Claim Forms attached as Exhibits 3 and 4 to the Settlement Agreement. The Parties may, by agreement, revise the Notice and Claims Forms in

ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

13. Within fourteen (14) days of entry of the Preliminary Approval Order, Ibex shall provide the Settlement Administrator with a list of the names and the current or last known addresses of the Class Members and a list of returned mailings for the members of the Settlement Class to whom the original notice of the Data Incident was returned and/or undeliverable.

14. Pursuant to the Settlement Agreement, after the entry of this Preliminary Approval Order, and subject to the requirements of the Settlement Agreement and this Preliminary Approval Order, the Parties, through their counsel, shall coordinate with the Settlement Administrator to provide Notice pursuant to the Notice Program as follows:

- a Within thirty (30) days of the entry of the Preliminary Approval Order, the Settlement Administrator shall send Notice to the Settlement Class Members, substantially in the form annexed to the Settlement Agreement as Exhibit 1.
- b Class counsel may request that the Settlement Administrator mail reminder notices to Settlement Class members who have not yet submitted a Postcard Claim Form and/or Claim Form, with such reminder notices to be mailed, if at all, thirty (30) days prior to the Claims Deadline.
- c A copy of the Settlement Long Form Notice will be made available to the Class Members on the Settlement website to be maintained by the Settlement Administrator. The website shall be maintained for no less than one month after the Effective Date. The website will include copies of the Complaint, Settlement Agreement, Motion for Preliminary Approval,

Preliminary Approval Order, Settlement Long-Form Notice, Claim Form, motion for Class Counsel's attorneys' fees, expenses, Motion for Final Approval, and Order and Final Judgment. The website shall also provide applicable Settlement deadlines and answers to frequently asked questions.

- d The Settlement Administrator will provide a phone line for additional information or answers to frequently asked questions. In addition, the Settlement Administrator will provide an option to speak with a live customer service representative.

15. Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form. The deadline to submit a Claim Form is ninety (90) days after the initial mailing of the Notice.

Exclusion

16. Class Members who wish to exclude themselves from the Class for purposes of this Settlement may do so by submitting an opt-out request to the Settlement Administrator prior to the opt-out deadline to be specified in the Notice which date shall be sixty (60) days from the date the Notice is mailed by the Settlement Administrator. The opt-out request must comply with the exclusion procedures set forth in the Settlement Agreement. Each Class Member desiring to exclude him or herself from the Settlement Class shall timely submit, by U.S. Mail, written notice of such intent to the designated address set forth in the Settlement Postcard Notice and/or Settlement Electronic Notice. The written notice must clearly manifest the intent to opt-out from the Settlement Class and must include: (i) the name of the Action ("*Sanders v. Ibex Global Solutions, Inc.*"); (ii) the full name, address, and personal signature of the person requesting to be excluded; (iii) the words "*Request for Exclusion*" at the top of the document or a comparable

statement that the individual does not wish to participate in the Settlement at the top of the document. A request for exclusion may not request exclusion of more than one member of the Class. Mass opt-outs are not permitted.

17. Any member of the Class who timely requests exclusion consistent with these procedures may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement. Any member of the Class who fails to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the Final Judgment.

Objections

18. Any member of the Class who has not timely filed an opt-out request may object to the granting of final approval to the settlement. Any Class Member may object on their own or may do so through separate counsel at their own expense. Any objection must be mailed to the Settlement Administrator, no later than sixty (60) days from the date the Notice is mailed by the Settlement Administrator.

19. Any written objection to the Settlement must include: (i) the name of the Action (“*Sanders v. Ibex Global Solutions, Inc.*”); (ii) the Class Member’s full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) copies of any documents supporting the objection; (vi) the identity of any attorneys representing the objector; (vii) a statement regarding whether the Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (viii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection

to a class action settlement; and (ix) the signature of the Class Member or the Class Member's attorney.

20. Any member of the Class who fails to file and serve a timely written objection in compliance with the requirements of this order and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Fairness Hearing

21. A fairness hearing (the "Final Approval Hearing" or "Fairness Hearing") shall be held before this Court on _____, at ____:____ AM/PM, at the U.S. District Court for the District of Columbia, 333 Constitution Avenue N.W., Courtroom _____, Washington, D.C., 20001, or by videoconference or telephonic means, to consider: (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate and should be given final approval by the Court; (b) whether a final judgment should be entered; (c) whether to award payment of attorneys' fees, costs, and expenses to Class Counsel and in what amount; and (d) whether to award payment of a service award to the Settlement Class Representative and in what amount. The Court may adjourn the Fairness Hearing without further notice to Class Members. If the Court chooses to hold the Fairness Hearing by videoconference or telephonic means, notice will be posted on the Settlement Website.

Miscellaneous Provisions

22. To protect its jurisdiction to consider the fairness of the Settlement Agreement and to enter a final order and judgment having binding effect on all Class Members, the Court hereby enjoins all members of the Class, and anyone who acts or purports to act on their behalf, from

pursuing all other proceedings in any state or federal court that seeks to address rights or claims of any Released Party or Class Member relating to, or arising out of, any of the Released Claims.

23. Class Members shall be bound by all determinations and judgments concerning the Action and/or Settlement Agreement, whether favorable or unfavorable.

24. All case deadlines are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

25. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

26. In the event that this Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall return to the procedural posture in effect prior to entry of this Order. Neither party, nor counsel shall refer to or invoke the vacated findings and/or order relating to class settlement or Rule 23 of the Federal Rules of Civil Procedure if this Settlement Agreement is not consummated and the Action is later litigated and contested by Defendant under Rule 23 of the Federal Rules of Civil Procedure.

27. The Settlement Agreement is not a concession or admission, and shall not be used against Presidio or any of the Released Parties as an admission or indication with respect to any claim of any fault or omission by Ibex or any of the Released Parties. Whether or not the

Settlement Agreement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding or conduct related to the Settlement Agreement, nor any reports or accounts thereof, shall in any event be:

- a Construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited to, evidence of a presumption, concession, indication, or admission by Ibox or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or
- b Disclosed, referred to, or offered or received in evidence against any of the Released Parties in any further proceeding in the Action, or in any other civil, criminal, or administrative action or proceeding, except for purposes of settling the Action pursuant to the Settlement Agreement and by the Parties for purposes of enforcing the Settlement Agreement.

Summary of Deadlines

The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

Notice Completion Deadline: 30 days after Preliminary Approval

Motion for Final Approval: at least 14 days before Final Approval Hearing

Motion for Service Awards, Attorneys' Fees and Costs: 14 days prior to the Opt-Out Deadline and Objection Deadline

Opt-Out Deadline: 60 days after Preliminary Approval

Objection Deadline: 60 days after Preliminary Approval

Claims Deadline: 90 days after Notice Deadline

Final Approval Hearing: at least 100 days after Preliminary Approval

IT IS SO ORDERED this ____ day of _____, 2022.

Hon. Trevor N. McFadden
United States District Judge

EXHIBIT 6

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

MONIQUE SANDERS, DARLA SOICH, and
CHRISTOPHER HARRISON, individually and
on behalf of all others similarly situated,

Plaintiffs,

vs.

IBEX GLOBAL SOLUTIONS, INC., and IBEX
LIMITED,

Defendants.

CASE NO. 1:22-cv-00591-TNM

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

WHEREAS, Plaintiffs MONIQUE SANDERS, DARLA SOICH and CHRISTOPHER HARRISON, individually and on behalf of all others similarly situated (collectively “Plaintiffs”), by Class Counsel, Federman & Sherwood and Murphy Law Firm, having moved this Court for an Order granting final approval of class action settlement, and Defendants IBEX GLOBAL SOLUTIONS, INC. and IBEX LIMITED (collectively “Ibex” or “Defendants”), through their attorneys, Gordon Rees Scully Mansukhani, LLP, having appeared at the hearing;

WHEREAS, this Court granted preliminary approval of the parties’ Settlement Agreement in the above-captioned action (“Action”) on [INSERT DATE] (“Preliminary Approval Order”);

WHEREAS, notice to the class members (“Class Members”) was sent in accordance with the Preliminary Approval Order providing an opportunity for Class Members to receive benefits under the Settlement Agreement, opt-out, or submit objections;

WHEREAS, [XX] Class Members submitted objections or Opt-Out Statements;

NOW, upon the reading of the Settlement Agreement and annexed exhibits and memorandum of law in support of plaintiffs’ motion for final approval of class action settlement, and after hearing counsel for all of the parties at the [INSERT FINAL APPROVAL HEARING

DATE] fairness hearing and after due deliberation having been held thereon, the Court grants final approval of the Settlement Agreement, and hereby find and orders for purposes of settlement only:

1. Capitalized terms used in this Order and Judgment and not otherwise defined herein shall have the definitions assigned to them in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Class Members with respect to the following Class certified under Rule 23 of the Federal Rules of Civil Procedure: All individuals who were sent notification by Ibex that their personal information was or may have been compromised in the Data Incident.

3. The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action.

4. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative.

5. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

6. The Court hereby orders that the Settlement Agreement shall be implemented in accordance with its terms and conditions pursuant to the Settlement Agreement.

7. In accordance with the Settlement Agreement, Class Counsel is hereby awarded attorneys' fees in the amount of ____% of the Settlement Fund and reimbursement of litigation expenses in the amount of _____, to be paid as specified in the Settlement Agreement.

8. In accordance with the Settlement Agreement, Settlement Class Representatives are hereby awarded Four Thousand Dollars and Zero Cents (\$4,000.00) each, for a total of Twelve Thousand Dollars and Zero Cents (\$12,000.00), to be paid as specified in the Settlement Agreement.

9. Upon the Effective Date, the Action shall be, and hereby is dismissed with prejudice in its entirety as to the Defendants, with each party to bear their own costs and attorneys' fees, except as provided in the Settlement Agreement, and all of the claims of the Settlement Class Members shall be, and hereby are, dismissed and released pursuant to the Settlement Agreement.

10. Each Settlement Class Member is bound by this Judgment and Order, including, without limitation, the release of certain claims as set forth in the Settlement Agreement, which includes as follows:

any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had or have (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) that have been or could have been asserted in the Action or in any other action or proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal regulatory body), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action, including but not limited to those concerning:

(1) the alleged access, disclosure and/or acquisition of Settlement Class Members' personal information in the Data Incident; (2) Ibex's maintenance of Settlement Class Members' personal information as it relates to the Data Incident; (3) Ibex's information security policies and practices as it relates to the Data Incident; and/or (4) Ibex's provision of notice to Settlement Class Members following the Data Incident.

11. As of the final date of the Opt-Out Period, ____ potential Class Members have submitted a valid request to be excluded from the Settlement. The names of those persons are set forth in Exhibit A to this Order. Those persons are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

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

13. This Judgment and Order, and the Settlement Agreement, and all papers related thereto, are not, and shall not be construed to be, an admission by the Defendant of any liability, claim or wrongdoing in this Action or in any other proceeding.

14. In the event that the Settlement Agreement does not become effective in accordance with the Settlement Agreement, then this Judgment and Order shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated, and in such event, all orders entered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement.

15. The Court hereby find that there is no just reason for delay of entry of this Judgment and hereby directs its entry.

Without affect the finality of this Judgment in any way, this Action shall remain open and the Court hereby retains continuing jurisdiction over (a) implementation of this Settlement Agreement; (b) disposition of the settlement funds; and (c) all parties hereto for the purpose of construing, enforcing and administering the Settlement Agreement and this Judgment.

IT IS SO ORDERED this ___ day of _____, 202__.

Hon. Trevor F. McFadden
United States District Judge