

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

AMISH PARIKH, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

THE KENDAL CORPORATION,

Defendant.

Case No. 2:25-CV-00129

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement, dated as of December 1, 2025, is made and entered into by and among the following Settling Parties (as defined below): (i) Amish Parikh and Niamh Jacobsen¹ (“Representative Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP and David Lietz of Milberg, PLLC, respectively (“Proposed Class Counsel” or “Class Counsel”); and (ii) The Kendal Corporation (“Kendal” or “Defendant”) by and through its counsel of record, Tara Gill Nalencz and Jill H. Fertel of Cipriani & Werner, P.C.. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

¹ Niamh Jacobsen is the named plaintiff in a related action arising from the same Data Incident styled *Niamh Jacobsen, individually and on behalf of all others similarly situated v. The Kendal Corporation*, 1:25-cv-00104-MN (D. Del. 1/24/25). It is the intention of the Parties to settle and resolve all claims arising from both actions by way of this Settlement. As set forth herein, upon final approval of settlement in the instant matter, the *Jacobsen* matter shall be voluntarily dismissed with prejudice within ten (10) days.

I. THE ACTION

Defendant is an organization that provides programs and services that advocate for older adults. Representative Plaintiffs and Class Members are current and former employees of Defendant. On or about June 30, 2024, Kendal observed unusual activity on its computer network and immediately began an investigation with the assistance of third-party specialists. The investigation determined that certain files on the Kendal network were potentially accessed without authorization between approximately June 26, 2024, and June 30, 2024. The files at issue included information related to current and former employees of Kendal and its affiliate care communities. Therefore, Kendal reviewed the files at issue to determine the specific information the files contained.

Defendant's investigation determined that the following types of private information were potentially accessed in the Data Breach: names, Social Security numbers, and checking account/routing numbers provided for direct deposit. Approximately 10,000 individuals were potentially affected by the Data Incident.

In or about December of 2024, Kendal started sending notice letters to the impacted individuals. Representative Plaintiffs each received a notification from Defendant indicating that cybercriminals may have accessed and/or acquired her private information.

This Action, filed by Representative Plaintiff Parikh and captioned *Amish Parikh, individually and on behalf of all others similarly situated v. The Kendal Corporation*, 2:25-cv-00129, was filed on January 9, 2025, in the United States District Court for the Eastern District of Pennsylvania. Representative Plaintiff Jacobsen filed her Class Action Complaint on January 24, 2025 in the United States District Court for District of Delaware alleging claims for damages

arising from the Data Incident.² Shortly thereafter, the Parties began exploring the possibility of early resolution. Over the next few months, the Parties engaged in informal discovery and scheduled an August 12, 2025 formal mediation with Rodney Max, Esq., a well-regarded private mediator with substantial experience mediating data breach class actions. The mediation was successful and resulted in a settlement in principle. Since that mediation, the Parties have worked together to finalize the Settlement terms and to prepare this Settlement Agreement.

Pursuant to the terms set forth below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Defendant and the Released Persons (as defined below) relating to the Data Breach, by and on behalf of Representative Plaintiffs and Settlement Class Members (defined below), and any other such actions by and on behalf of any other persons and putative classes against Defendant and the Released Persons relating to the Data Incident.

II. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING

Representative Plaintiffs believe the claims asserted in the Action, as set forth in the Complaint, have merit. Representative Plaintiffs and Proposed Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Action against Defendant through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Action. They have determined that the terms set forth in this Settlement

² Case No. Case No. 1:25-cv-00104-MN (D. Del. 1/24/25)

Agreement are fair, reasonable, and adequate, and in the best interests of the Representative Plaintiffs and the Settlement Class Members.

III. DENIAL OF WRONGDOING AND LIABILITY

Defendant denies each and all of the claims and contentions alleged against it in the Action. Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action.³ Nonetheless, Defendant has concluded that continuing with the Action would be protracted, expensive, and would perpetuate uncertainty, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.⁴

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class Members, Proposed Class Counsel, and Defendant that, subject to the approval of the Court, the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice as to the Settling Parties and the Settlement Class Members, as follows:

1. Definitions

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

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

³ Defendant also denies each and all of the claims and contentions, as well as all charges of wrongdoing or liability as alleged, or which could be alleged in *Niamh Jacobsen, individually and on behalf of all others similarly situated v. The Kendal Corporation*, 1:25-cv-00104-MN (D. Del. 1/24/25).

⁴ As set forth herein, it is the intention of the Parties to settle and resolve all claims arising from both actions—*Amish Parikh, individually and on behalf of all others similarly situated v. The Kendal Corporation*, 2:25-cv-00129 (E.D. Pa 01/09/25 and *Niamh Jacobsen, individually and on behalf of all others similarly situated v. The Kendal Corporation*, 1:25-cv-00104-MN (D. Del. 1/24/25)—by way of this Settlement.

1.2 “Claims Administration” means the administration of the settlement, including but not limited to processing and payment of claims received from Settlement Class Members by the Claims Administrator.

1.3 “Claims Administrator” means, subject to Court approval, Eisner Advisory Group (“EAG”) an entity jointly selected and supervised by Class Counsel and Defendant to administer the settlement.

1.4 “Claims Deadline” means the postmark or electronic submission deadline for valid Claim Forms, which shall be sixty (60) days after the Notice Commencement Date, unless otherwise ordered by the Court.

1.5 “Claim Form” means the form that the Settlement Class Members must complete and submit on or before the Claims Deadline to be eligible for the benefits described herein. The Claim Form shall be formatted by the Claims Administrator to permit the option of filing of claims electronically. The Claim Form shall require a sworn signature or electronic verification under penalty of perjury but shall not require a notarization. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.6 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.7 “Court” means the United States District Court for the Eastern District of Pennsylvania.

1.8 “Data Breach” or “Data Incident” means the cyberattack suffered by Defendant wherein cybercriminals potentially accessed and/or stole files containing the private information of approximately 10,000 individuals from Defendant’s network. The private information

potentially exposed in the Data Breach included names, Social Security numbers, and checking account/routing numbers provided for direct deposit.

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

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

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

1.12 “Judgment” means a final approval order and judgment rendered by the Court, in the form attached hereto as **Exhibit E**, or a judgment substantially similar to such form.

1.13 “Notice” means the written notice to be sent to the Settlement Class Members pursuant to the Preliminary Approval Order.

1.14 The “Notice Commencement Date” means thirty (30) days after the entry of the Preliminary Approval Order.

1.15 “Objection Date” means the date by which Settlement Class Members must file with the Court and mail to Class Counsel and counsel for Defendant their objection to the

Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be sixty (60) days after the Notice Commencement Date.

1.16 “Opt-Out Date” means the date by which requests for exclusion from the Settlement Class must be postmarked in order to be effective and timely. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Commencement Date.

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

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

1.19 “Plaintiffs’ Counsel” “Class Counsel” and/or “Proposed Class Counsel” means Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP and David Lietz of Milberg Coleman Bryson Phillips Grossman, LLC.

1.20 “Related Entities” means Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of Defendant’s predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Action, other than any Person who is found by a court of

competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge.

1.21 “Released Claims” shall collectively mean any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, and/or are based upon the Data Breach or the conduct that was alleged or could have been alleged in the Action, including, but not limited to negligence, negligence *per se*, breach of implied contract, breach of the implied covenant of good faith and fair dealing, breach of third-party beneficiary contract, unjust enrichment, breach of fiduciary duty, any state or federal consumer protection or privacy statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, and all relevant statutes in effect in any states in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, or relates to the exposure of private information in the Data Incident, including conduct that was alleged or could have been alleged in the Action, including without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of private information, which the Class Representatives or any member of the Settlement Class ever had, now

has, or hereinafter may have, prior to and/or at the time of entry of the final order and Judgment in this Action. Nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, or resulting from the Data Breach. Released Claims shall include Unknown Claims as defined in ¶ 1.29. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.22 “Released Persons” means Defendant, its Related Entities, and to the extent not contained in the definition of “Related Entities,” each of Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, reinsurers and all persons who acted on their behalf.

1.23 “Representative Plaintiffs” means Amish Parikh and Niamh Jacobsen.

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

1.25 “Settlement Class” means all living individuals to whom Defendant mailed notices that their private information was potentially compromised in the Data Incident discovered in December 2024. The Settlement Class specifically excludes: (i) Defendant and Defendant’s parents, subsidiaries, affiliates, officers, directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the

Action; (v) all judges assigned to hear any aspect of the Action, as well as their immediate family members and court staff; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo contendere* to any such charge.

1.26 “Settlement Class Member(s)” means Person(s) falling within the definition of the Settlement Class and not excluding themselves (i.e., opting-out) from the Settlement Class.

1.27 “Settlement Fund” means shall mean a non-reversionary common fund in the amount of \$450,000.00.

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

1.29 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including the Representative Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him, her, or them might have affected his, her, or their settlement with, and release of, the Released Persons, or might have affected his, her, or their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States, including all state, federal, and local statutory claims, which are similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

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

1.31 “Valid Claims” means Settlement Claims for a benefit and/or in an amount approved by the Claims Administrator and not successfully disputed by a Settling Party or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Benefits

2.1 Settlement Fund. Within 45 days of Preliminary Approval, Defendant shall deposit \$450,000.00 in cash into the Escrow Account to establish the Settlement Fund. Once the Settlement Fund is fully funded, Defendant shall not be required to pay any more money under this Settlement.

2.2 The Settlement Fund shall be used to pay: (1) Settlement Class Member Benefits to those Settlement Class Members who submit a Valid Claim; (2) any Service Awards awarded to Class Representative; (3) any attorneys’ fees and litigation expenses awarded to Class Counsel;

and (4) all Settlement Administration Costs.

2.3 The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant’s Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

2.4 Settlement Class Member Benefits. When submitting a Claim, Settlement Class Members may elect to receive both Documented Monetary Losses and a Pro Rata Cash Payment. Additionally, Settlement Class Members may also elect to receive Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim or elects to opt-out, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

2.5 Documented Monetary Losses.

Settlement Class Members may submit a Claim for a cash payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a payment for Documented Monetary Losses, a Settlement Class

Member must attest that the losses or expenses were incurred as a result of the Data Incident. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Documented Monetary Losses may include but are not limited to; (i) out-of-pocket credit monitoring costs that were incurred on or after June 26, 2024, through the date of Claim submission; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Claims Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be treated as if he or she elected a Pro Rata Cash Payment only.

2.6 Pro Rata Cash Payment

In addition to Documented Monetary Losses, a Settlement Class Member may claim a pro rata cash payment in the estimated amount of \$100.00. The payments shall be calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees Costs and Expenses, Credit Monitoring, and Documented Monetary Losses, by the number of eligible claims. The Pro Rata Cash Payments will be adjusted upwards or

downwards based upon the number of valid claims filed.

2.7 Credit Monitoring

In addition to electing any of the other benefits, Settlement Class Members may claim three years of one-bureau Credit Monitoring that will provide the following benefits: one-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

2.8 Pro Rata Adjustments on Cash Payments

Settlement Class Cash Payments will be subject to a pro rata increase from the Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments may be reduced pro rata accordingly. For purposes of calculating the pro rata increase or decrease, the Claims Administrator must distribute the funds in the Settlement Fund first for payment of Documented Monetary Losses, then for Credit Monitoring, before making any Pro Rata Cash Payments. Any pro rata increases or decreases to Pro Rata Cash Payments will be on an equal percentage basis.

2.9 Business Practices Changes.

The Settling Parties agree that as part of the settlement consideration, Kendal, has adopted, paid for, implemented, and will maintain certain business practice changes related to information security to safeguard personal information on its systems. Kendal will detail these business practice changes to Class Counsel in a confidential declaration.

2.10 Dispute Resolution for Claims.

(a) The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided

all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the claimant's class membership and the expenses claimed; and (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Breach (collectively, "Facially Valid"). The Claims Administrator may, at any time, request from the claimant, in writing, additional information ("Claim Supplementation") as the Claims Administrator may reasonably require in order to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

(b) Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

(c) Following timely receipt of Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount the claim, or to reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to

complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action.

(d) Settlement Class Members shall have thirty (30) days from receipt of an offer from the Claims Administrator to accept or reject any offer of partial payment. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final, non-appealable determination.

2.11 Settlement Expenses. All costs for notice to the Settlement Class as required under this Settlement Agreement, and Costs of Claims Administration shall be paid by Defendant.

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

3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall file a motion for preliminary approval of the settlement with the Court, with this Settlement Agreement attached as an exhibit, requesting entry of a Preliminary Approval

Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) the scheduling of a Final Fairness Hearing and briefing schedule for Motion for Final Hearing and Application for Class Representative Service Awards and Attorneys' Fees and Costs;
- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Representative Plaintiffs as Class Representatives;
- f) approval of a customary form of short notice to be mailed to Settlement Class Members ("Short-Form Postcard Notice") substantially similar to Exhibit B, and a customary long-form notice to be posted on the settlement website ("Long-Form Notice") in a form substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;
- g) appointment of a Claims Administrator, or such other provider of claims administrative service, as may be jointly agreed to by the Settling Parties; and
- h) approval of a claim form substantially similar to that attached hereto as **Exhibit A**.

The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties and as consistent with the orders of this Court.

3.2 Defendant shall pay for all of the costs associated with the Claims Administrator and for providing Notice to the Settlement Class in accordance with the Preliminary Approval Order. Attorneys' fees, costs, and expenses of Proposed Class Counsel, and a service award to the Class Representative, shall be paid by Defendant as set forth herein, subject to Court approval. Direct notice shall be provided to Class Members by U.S. Mail. The form, content, and manner of Notice shall be subject to approval by the Court as meeting constitutional due process requirements. The Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the Notice and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line with an IVR script shall be made available to address Settlement Class Members' inquiries. The Claims Administrator also will provide copies of the forms of the Notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. Prior to the Final Fairness Hearing, Proposed Class Counsel or Defendant shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of Notice. The Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. Within thirty (30) days after the entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class via the Notice Program.

3.3 Proposed Class Counsel and Defendant's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box or email address established by the Claims Administrator. Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

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

4.3 In the event that there have been more than 100 timely and valid Opt-Outs submitted, Defendant may, by notifying Proposed Class Counsel in writing within ten (10) days after the Claims Administrator provides Defendant written notice of the total number of valid Opt-Outs, void this Settlement Agreement. If Defendant voids the Settlement Agreement pursuant to this paragraph, Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Proposed Class Counsel and incentive awards.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall

state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of original notice of the Data Breach or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to Proposed Class Counsel and to Defendant's counsel as set forth below. For all objections mailed to Proposed Class Counsel and counsel for Defendant, Proposed Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

Upon respective Proposed Class Counsel via mail at:

Leigh S. Montgomery
**ELLZEY KHERKHER SANFORD
MONTGOMERY, LLP**
4200 Montrose Blvd., Suite 200
Houston, Texas 77006

David K. Lietz
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
5335 Wisconsin Ave, NW, Ste. 440
Washington, DC 20015

Upon Defendant's counsel via mail at:

Tara Gill Nalencz
CIPRIANI & WERNER PC

450 Sentry Parkway, Suite 200
Blue Bell, PA 19422

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth herein.

6. Releases

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

7. Attorneys' Fees, Costs, and Expenses; Service Awards to Representative Plaintiffs

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

Proposed Class Counsel then negotiated and agreed to the procedure described herein.

7.1 Proposed Class Counsel has agreed to request, subject to Court approval, an amount not to exceed one-third of the Settlement Fund (\$150,000.00) to Proposed Class Counsel for attorneys' fees, plus reimbursement of reasonable litigation costs and expenses.

7.2 Subject to Court approval, the Parties have agreed that Representative Plaintiffs shall request service awards in the amount of two thousand five hundred dollars and no cents (\$2,500.00) to each of the Representative Plaintiffs.

7.3 Court-approved attorneys' fees, costs, expenses, and service awards to the Representative Plaintiffs shall be deposited into an account established by Proposed Class Counsel within seven (7) days after the Effective Date.

7.4 If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court), Defendant shall have no obligation to pay attorneys' fees, costs, expenses, or service awards and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

7.5 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service awards to the Representative Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Proposed Class Counsel or the Representative Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. Proposed Class Counsel and Defendant shall be given reports as to both claims and distribution. The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set forth herein. All claims agreed to be paid in full by Defendant shall be deemed valid.

8.2 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within forty-five (45) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. If this Settlement Agreement is terminated or otherwise does not become Final (e.g., disapproval by the Court or any appellate court) prior to the payment of Valid Claims, Defendant shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration already incurred.

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

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

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

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

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing;
- b) Defendant has not exercised its option to terminate the Settlement Agreement;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final.

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

9.3 Within ten (10) days of the Effective Date of the settlement, the *Niamh Jacobsen, individually and on behalf of all others similarly situated v. The Kendal Corporation*, 1:25-cv-00104-MN (D. Del. 1/24/25) shall be voluntarily dismissed with prejudice.

9.4 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no Order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this

Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already billed or already incurred at the time of settlement termination or disapproval for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution above and shall not, at any time, seek recovery of same from any other party to the Action or from counsel to any other party to the Action.

10. Miscellaneous Provisions

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

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

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the

Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

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

10.5 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

10.6 The Settlement Agreement, together with the exhibits attached hereto, constitutes the entire agreement among the Settling Parties regarding the settlement of the Action and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Defendant and Representative Plaintiffs in connection with the settlement of the Action. Except as otherwise provided herein, each party shall bear its own costs.

10.7 Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by the Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

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

10.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

10.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court 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 Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

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

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

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

10.15 Cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until ninety (90) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and Defendant shall have no obligation to make payments to the Settlement Class Member or any other type of relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred twenty (120) days from the Effective Date, requests for re-issuance need not be honored after such checks become void. For Settlement Class Members that do not timely cash settlement checks consistent with the above, such Settlement Class Members shall be bound by all terms of the Settlement Agreement and all proceedings, orders and judgements in the Action.

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

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

AGREED TO BY:


Amish Parikh (Nov 25, 2025 15:07:28 EST)

Amish Parikh


Niamh Jacobsen (Nov 25, 2025 15:07:28 EST)

Niamh Jacobsen


Representative, The Kendal Corporation

APPROVED AS TO FORM:

/s/ Leigh S. Montgomery
Leigh S. Montgomery
EKSM, LLP
4200 Montrose Blvd., Suite 200
Houston, Texas 77006

/s/ David K. Lietz
David K. Lietz
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
5335 Wisconsin Ave, NW, Ste. 440
Washington, DC 20015

***Counsel for Representative Plaintiffs and the
Proposed Class***

AND

/s/ Tara Gill Nalencz
Tara Gill Nalencz
CIPRIANI & WERNER PC
450 Sentry Parkway, Suite 200
Blue Bell, PA 19422

Counsel for Defendant

EXHIBIT A

BARCODE
NO-PRINT
ZONE

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO.xxxx

Kendal Data Incident Claims Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

Court-Approved Legal Notice

Parikh, et al. v. The Kendal Corporation
No. 2:25-CV-00129

If your personal information was potentially compromised in the Kendal Corporation Data Incident that occurred in June 2024, you may be entitled to benefits from a class action settlement.

*A Court has authorized this notice. This is **not** a solicitation from a lawyer.*

[website]
[phone number]

<<NOTICE ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>



A \$450,000 settlement has been reached in a class action lawsuit against The Kendal Corporation (“Kendal” or “Defendant”) arising out of a data incident Defendant experienced on or about June 26, 2024, where unauthorized third party accessed Defendant’s computer systems (“Data Incident”). The impacted information may include, but is not limited to, names, Social Security Numbers, and checking account/routing numbers provided for direct deposit. Kendal denies any wrongdoing whatsoever.

WHAT CAN I GET? The \$450,000 Settlement Fund settlement provides for two types of cash payments and free credit monitoring and identity theft restoration services: (i) up to \$5,000 in reimbursement for Documented Monetary Losses; (ii) a pro rata cash payment estimated to be \$100, and (iii) three (3) years of credit monitoring and identity theft restoration services. You may submit a Claim for any of the above-listed remedies.

WHO IS INCLUDED? Settlement Class includes all individuals to whom Defendant mailed notices that their private information was potentially compromised in the Data Incident.

CLAIM FORM. You must file a Claim Form to receive payment or other benefit as part of the Settlement. For Pro Rata Cash Payment and/or Credit Monitoring, you may use the attached tear off Claim Form. For all benefits, you can file a Claim online or download a Claim Form at www.SettlementWebsite.com and mail it to the Claims Administrator, or you may call 1-XXX-XXX-XXXX and ask that a Claim Form be mailed to you. The claim deadline is **Month DD, 202Y**.

OTHER OPTIONS. If you do not want to be legally bound by the settlement, you must exclude yourself by **Month DD, 202Y**. If you want to remain part of the settlement, you may nevertheless object to it by **Month DD, 202Y**. A more detailed notice is available to explain how to exclude yourself or object. Please visit www.SettlementWebsite.com or call the toll-free number 1-XXX-XXX-XXXX for a copy of the more detailed notice. The Court will hold a Final Approval Hearing on **Month DD, 202Y, at XX:XX a.m./p.m. E.T.** to determine whether to approve the settlement, Class Counsel’s request for attorneys’ fees and costs of up to \$150,000.00, plus litigation expenses, and service award of \$2,500 for the Representative Plaintiff. You or your own lawyer, if you have one, may ask to appear and speak at the hearing (which may be held remotely) at your own cost, but it is not required.

Learn more about the Settlement at [website], or by calling toll free [phone number].

Parikh, et al. v. The Kendall Corporation, No. 2:25-CV-00129

CLAIM FORM – CLAIM ID: <<Claim id>>

Claims must be postmarked or submitted online no later than [deadline].

Contact Information (Please fill in completely.)

Name: _____ Telephone Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Compensation for Documented Monetary Losses: You can receive reimbursement for up to \$5,000 for documented monetary losses incurred as a result of the Data Incident. Because you must submit supporting documentation to be compensated for monetary losses, you cannot use this tear-off claim form. **To file a claim for monetary losses, you must submit your claim online or return the full claim form via mail.**

In addition to compensation for Out-of-Pocket Losses, you may select **any or all** of the following:

- Pro Rata Cash Payment: I wish to claim a pro rata cash payment, estimated to be \$100. I understand this amount may increase or decrease depending upon the number of valid claims filed.
- Credit Monitoring: I wish to claim three (3) years of one-bureau credit monitoring.

Select one of the following payment methods: *PayPal _____ *Venmo _____ *Zelle _____ Check _____

*Please provide your email address or phone number associated with your PayPal, Venmo or Zelle account

By signing my name, I swear and affirm I am completing this Claim Form to the best of my personal knowledge.

Signature:

Date:

**BARCODE
NO-PRINT
ZONE**

Kendal Data Incident Claims Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

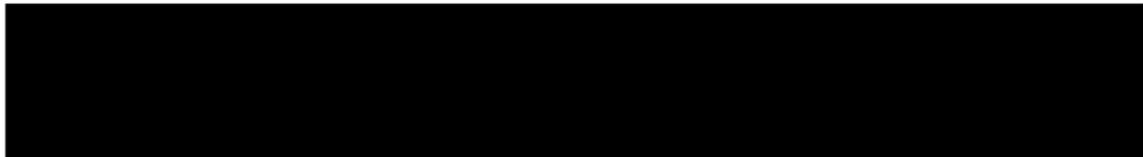


EXHIBIT B

Parikh, et al. v. The Kendal Corporation, No. 2:25-CV-00129

United States District Court for the Eastern District of Pennsylvania

If your personal information was potentially compromised in the Kendal Corporation Data Incident that occurred in June 2024, you may be entitled to benefits from a class action settlement.

*A Court has authorized this notice. This is **not** a solicitation from a lawyer.*

- A \$450,000.00 settlement has been reached in a class action lawsuit against The Kendal Corporation (“Kendal” or “Defendant”) arising out of a data incident Kendal experienced on or about June 26, 2024, by an unauthorized third party (“Data Incident”).
- You are part of the Settlement Class if you are an individual who received mailed notice from Defendant that your Personal Information was potentially compromised in the Data Incident.
- Under the terms of the Settlement, Settlement Class Members who submit timely Valid Claims may be able to recover the following benefits:
 - **Documented Monetary Losses:** You may claim up to \$5,000.00 upon presentment of documented losses related to the Data Incident.

AND

- **Pro Rata Cash Payment:** You may elect to receive a Pro Rata Cash Payment, currently estimated to be \$100. The amount of the Pro Rata Cash Payment may increase or decrease on a *pro rata* basis after payment of Settlement Administration Fees, Attorneys’ Fees Costs and Expenses, Documented Monetary Losses, and Credit Monitoring and Identity Restoration Services.

AND

- **Credit Monitoring and Identity Theft Restoration Services:** In addition to electing reimbursement for Documented Monetary Losses and/or a cash payment, you may claim three (3) years of free 1-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

This notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get Settlement benefits is to submit a Valid Claim.	Submitted online or Postmarked by Month DD, 202Y
OPT OUT OF THE SETTLEMENT	Get no Settlement benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.	Postmarked by Month DD, 202Y
OBJECT TO THE SETTLEMENT	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Postmarked by Month DD, 202Y
DO NOTHING	Get no Settlement benefits. Be bound by the Settlement.	

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court must still decide whether to approve the Settlement. There will be no Settlement benefits unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this notice because you have the right to know about the proposed Settlement of this class action lawsuit and all of your rights and options before the Court decides to grant Final Approval of the Settlement.

This notice explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. The lawsuit is *Amish Parikh, et al. v. The Kendal Corporation*, No. 2:25-CV-00129, in the United States District Court for the Eastern District of Pennsylvania.

2. What is this lawsuit about?

Plaintiff Amish Parikh and Niamh Jacobsen¹ (“Representative Plaintiffs”), individually and on behalf of the Settlement Class, filed this lawsuit against Defendant. Representative Plaintiffs alleges that between June 26, 2024, and June 30, 2024, certain files on the Kendal network were potentially accessed without authorization. The attacker accessed and acquired files related to current and former employees of Kendal and its affiliate care communities. The impacted information may include, but is not limited to, names, Social Security numbers, and checking account/routing numbers provided for direct deposit.

Representative Plaintiffs brought this lawsuit against Defendant alleging legal claims for negligence, breach of implied contract, and unjust enrichment. Kendal denies each and all of the claims and contentions alleged against it in the lawsuit, denies any and all liability or wrongdoing of any kind, and denies all charges of wrongdoing or liability as alleged, or which could be alleged.

3. What is a class action?

In a class action, one or more people (called plaintiff(s) or class representative(s)) sue on behalf of all people who have similar legal claims. Together, all these people are called a “class” or “class members.” If the plaintiffs and defendant reach a settlement, the court resolves the issues for all class members via the settlement, except for those class members who timely opt out (exclude themselves) from the settlement.

¹ Niamh Jacobsen is the named plaintiff in a related action arising from the same Data Incident styled *Niamh Jacobsen, individually and on behalf of all others similarly situated v. The Kendal Corporation*, 1:25-cv-00104-MN. It is the intention of the Parties to settle and resolve all claims arising from both actions by way of this Settlement.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits or compensation. The Representative Plaintiffs and Class Counsel think the Settlement is in the best interest of the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

Settlement Class includes all individuals to whom Defendant mailed notices that their private information was potentially compromised in the Data Incident.

6. Are there exceptions to being included in the Settlement?

Yes. The Settlement Class specifically excludes: (i) Defendant and Defendant's parents, subsidiaries, affiliates, directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Action; (v) all judges assigned to hear any aspect of the Action, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo contendere* to any such charge.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class member, you may go to the Settlement Website at www.SettlementWebsite.com or call the Claims Administrator's toll-free telephone number at [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX).

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Class Member and you timely submit a Valid Claim, you may be eligible for the following Settlement benefits:

(1) Reimbursement for Documented Monetary Losses:

All Settlement Class Members may submit a Claim for a cash payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a payment for Documented Monetary Losses, you must attest that losses or expenses were incurred as a result of the Data Incident.

You will be required to submit reasonable documentation supporting the losses. Documented Monetary Losses may include, but are not limited to: (i) out of pocket credit monitoring costs that were incurred on or after June 26, 2024, through the date of Claim submission; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel. You may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident.

(2) Pro Rata Cash Payment:

In addition to or instead of Documented Monetary Losses, you may claim a *pro rata* cash payment in the estimated amount of \$100.00. The payments will be calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees Costs and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses, by the number of eligible claims. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of valid claims filed.

(3) Credit Monitoring and Identity Theft Restoration Services:

In addition to electing any of the other benefits, Settlement Class Members may claim three years of one-bureau Credit Monitoring that will provide the following benefits: three-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

9. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you opt out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

10. What are the Released Claims?

The Settlement Agreement Section 6 describes the Released Claims and the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.SettlementWebsite.com or in the public Court records on file in this lawsuit. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a Claim for Settlement benefits?

To receive any of the benefits described in Question 8, you must submit a Valid Claim, **postmarked or submitted online** by **Month DD, 202Y**. Claim Forms may be submitted online at www.SettlementWebsite.com or printed from the Settlement Website and mailed to the Claims

Administrator at the address on the Claim Form. The quickest way to submit a Claim is online. Claim Forms are also available by calling **1-XXX-XXX-XXXX** or by writing to:

Kendal Data Incident Claims Administrator
P.O. Box **XXXX**
Baton Rouge, LA 70821

Claim Forms must be submitted online or by mail postmarked by October 1, 2025.

12. What happens if my contact information changes after I submit a Claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by calling **1-XXX-XXX-XXXX**, by writing to info@SettlementWebsite.com or to:

Kendal Data Incident Claims Administrator
P.O. Box **XXXX**
Baton Rouge, LA 70821

13. When will I receive my Settlement benefits?

If you submit a timely and Valid Claim, payment will be made to you by the Claims Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.SettlementWebsite.com for updates.

14. How will I receive my payment?

If you submit a timely and Valid Claim for payment, and if your Claim and the Settlement are finally approved, you will be sent an electronic payment to the electronic payment option that you select when you file your claim or will be sent a paper check if you select that option. Several electronic payment options will be available, or you can elect a check. Please ensure you have provided a current and complete email address. If you select a paper check, the Claims Administrator will attempt to send you a check relying on your physical address submitted on your Claim Form.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed Leigh S. Montgomery of EKSM and David Lietz of Milberg Coleman Bryson Phillips Grossman, LLC as Class Counsel lawyer to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

Class Counsel may be contacted at the following address and phone number:

Leigh S. Montgomery
EKSM, LLP
4200 Montrose Blvd., Suite 200
Houston, Texas 77006
Phone

David K. Lietz, Esq.
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN
5335 Wisconsin Avenue NW, Suite 440
Washington, DC 20015
(866) 252-0878

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to \$150,000.00 of the \$450,000 Settlement Fund, plus reimbursement of out-of-pocket litigation expenses. The Court may award less than the amount requested. Class Counsel will also request approval of Service Award of \$2,500 for the Representative Plaintiffs. If awarded by the Court, the Claims Administrator will pay attorneys' fees, litigation expenses, and service award out of the Settlement Fund.

Class Counsel's motion for Attorneys' Fees, Litigation Expenses, and Service Award will be made available on the Settlement Website at www.SettlementWebsite.com before the deadline for you to object to or opt out of the Settlement.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Released Parties on your own based on the legal claims raised in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called opting out of the Settlement.

17. How do I opt out of the Settlement?

To opt out of the Settlement, you must timely submit written notice of a request to opt out. The written notice must include:

- (1) Your full name, current address, telephone number, and email address (if any);
- (2) A statement clearly indicating your request to be excluded from the Settlement Class; and
- (3) Your physical signature as a Settlement Class member;

The opt out request must be **emailed** or **mailed** to the Claims Administrator at the following address, and be **postmarked no later than Month DD, 202Y**:

Kendal Data Incident Claims Administrator
Exclusions
P.O. Box XXXX

Baton Rouge, LA 70821

You cannot opt out by telephone.

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

18. If I opt out can I still get anything from the Settlement?

No. If you opt out, you will not be entitled to receive any Settlement benefits, but you will not be bound by any judgment in this lawsuit. You can only get Settlement benefits if you stay in the Settlement and submit a Valid Claim.

19. If I do not opt out, can I sue Defendant for the same thing later?

No. Unless you opt out, you give up any right to sue Defendant and other Released Parties for the legal claims this Settlement resolves and Releases relating to the Data Incident. You must opt out of the lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendant or other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Class Counsel's motion for Attorneys' Fees and Expenses.

To object, you must mail a timely, written notice of your objection. Your objection must be postmarked by **Month DD, 202Y**.

The objection must also include all of the following information:

- (1) Your full name, current address, telephone number, and email address (if any);
- (2) The case name and case number, *Parikh, et al. v. The Kendal Corporation*, No. 2:25-CV-00129;
- (3) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, such as a copy of the Postcard notice you received;
- (4) A written statement of all grounds for the objection, accompanied by any legal support for the objection;
- (5) Identity of any and all counsel representing you in connection with the objection;
- (6) Whether you or your counsel will appear at the Final Approval Hearing;

- (7) Your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

To be timely, written notice of an objection in the appropriate form must be mailed **postmarked** by **Month DD, 202Y**, to Class Counsel and Defendant's Counsel:

Class Counsel	Defendant's Counsel
<p>Leigh S. Montgomery EKSM, LLP 4200 Montrose Blvd., Suite 200 Houston, Texas 77006</p> <p>David K. Lietz, Esq. MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN 5335 Wisconsin Avenue NW, Suite 440 Washington, DC 20015</p>	<p>Tara Gill Nalencz CIPRIANI & WERNER PC 450 Sentry Parkway, Suite 200 Blue Bell, PA 19422</p>

You may also file any Objection with the Court.

Any Settlement Class Member who fails to comply with the requirements for objecting detailed above will waive and forfeit any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **Month DD, 202Y, at XX:XX a.m./p.m. ET** to decide whether to approve the Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees and Expenses, and Service Award. If there are objections, the Court will consider them. The Court will also listen to Settlement Class Members who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing in person. Any change will be posted at www.SettlementWebsite.com.

23. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you mail an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not opt out, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the Final Approval Hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits, and you will give up rights explained in the “Opting Out of the Settlement” section of this notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Data Incident.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.SettlementWebsite.com, by calling 1-XXX-XXX-XXXX, by writing to info@SettlementWebsite.com or:

Kendal Data Incident Claims Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK OFFICE REGARDING THIS NOTICE.

EXHIBIT C

Kendal Data Incident Claims Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

**Your Claim Form must be
postmarked or submitted online
no later than [deadline]**

Parikh, et al. v. The Kendal Corporation, No. 2:25-CV-00129

CLAIM FORM

SETTLEMENT BENEFITS – WHAT YOU MAY GET

You may submit a claim form if you are an individual whose Personal Information was potentially compromised in the Data Incident Kendal Corporation experienced on or about June 26, 2024.

The easiest way to submit a claim is online at [website], or you can complete and mail this claim form to the mailing address above.

You may submit a claim for one or more of these benefits:

(1) Reimbursement for Documented Monetary Losses:

All Settlement Class Members may submit a Claim for a cash payment under this section for up to \$5,000.00 per Settlement Class Member upon presentation of documented losses related to the Data Incident. To receive payment for Documented Monetary Losses, you must attest that losses or expenses were incurred as a result of the Data Incident.

You will be required to submit reasonable documentation supporting the losses. Documented Monetary Losses may include but are not limited to: (i) out of pocket credit monitoring costs that were incurred on or after June 26, 2024, through the date of Claim submission; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel. You may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident.

(2) Pro Rata Cash Payment:

In addition to or instead of Documented Monetary Losses, you may claim a *pro rata* cash payment in the estimated amount of \$100.00. The payments shall be calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees Costs and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses, by the number of eligible claims. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of valid claims filed.

(3) Credit Monitoring and Identity Theft Restoration Services:

In addition to electing any of the other benefits, Settlement Class Members may claim three years of one-bureau Credit Monitoring that will provide the following benefits: one-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

Claims must be submitted online or mailed by [deadline]. Use the address at the top of this form to mail your Claim Form.

Please note that Settlement benefits will be distributed after the Settlement is approved by the Court and becomes final.

Your Information

1. NAME (REQUIRED):

First Name	<u>MI</u>	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

2. MAILING ADDRESS (REQUIRED):

Street Address

Apt. No.

City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

3. PHONE NUMBER:

- -

4. EMAIL ADDRESS:

5. Settlement Claim ID:

Pro Rata Cash Payment

Payments may be made by electronic payment or by paper check. In the event that the total amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payment may be reduced pro rata accordingly (after payment of all approved Documented Monetary Loss Claims, Credit Monitoring, Settlement Administration costs, Service Awards, and Plaintiffs' Counsel's Fees and Expenses).

I wish to receive a Pro Rata Cash Payment, currently estimated to be \$100.

Questions? Go to [website] or call [phone number]

Reimbursement for Documented Monetary Losses

You can receive reimbursement for up to a total of \$5,000.00 per person for documented out-of-pocket expenses related to the Data Incident incurred by a Settlement Class Member on or after June 26, 2024, through the date of Claim submission.

You must submit documentation supporting your Claim Form for Documented Monetary Losses, which may include but are not limited to, out-of-pocket credit monitoring costs, unreimbursed losses associated with actual fraud or identity theft, or other out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident.

Expense Type	Approximate Amount of Expense and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
<i>Out-of-pocket credit monitoring costs that were incurred on or after June 26, 2024, through the date of claim submission.</i>		
<i>Unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel.</i>		
<i>Unreimbursed losses associated with actual fraud or identity theft (provide a detailed description).</i>		
<i>Other out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident (provide a detailed description).</i>		

I attest that the losses or expenses claimed were incurred as a result of the Data Incident.

Questions? Go to [website] or call [phone number]

Credit Monitoring and Identity Theft Restoration Services

You may choose to elect to receive three (3) years of free one-bureau credit monitoring. *Please include your email address and mailing address on page 2 of this Form.*

I wish to receive three (3) years of free one-bureau credit monitoring.

Payment Selection

Please select one of the following payment options, which will be used should you be eligible to receive a settlement payment:

Venmo – Enter the mobile number associated with your Venmo account:

Zelle – Enter the mobile number associated with your Zelle account:

Physical Check - Payment will be mailed to the address provided above.

Signature

I affirm under the laws of the United States that the information I have supplied in this claim form and any copies of documents that I am sending to support my claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Claims Administrator before my claim is complete.

Printed Name

Signature

Date

Questions? Go to [website] or call [phone number]

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

AMISH PARIKH, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

THE KENDAL CORPORATION,

Defendant.

Case No. 2:25-CV-00129

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (**Doc. No. __**) (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiffs Amish Parikh and Niamh Jacobsen¹ ("Representative Plaintiffs") and Defendant The Kendal Corporation ("Kendal" or "Defendant") (together with Representative Plaintiffs, the "Parties"), with accompanying exhibits attached as **Exhibit 1** to Plaintiffs' Memorandum of Law in Support of their Motion (the "Settlement Agreement").²

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

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

¹ Niamh Jacobsen is the named plaintiff in a related action arising from the same Data Incident styled *Niamh Jacobsen, individually and on behalf of all others similarly situated v. The Kendal Corporation*, 1:25-cv-00104-MN (D. Del. 1/24/25). It is the intention of the Parties to settle and resolve all claims arising from both actions by way of this Settlement. As set forth herein, upon final approval of settlement in the instant matter, the *Jacobsen* matter shall be voluntarily dismissed with prejudice within ten (10) days.

² All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

all living individuals to whom Defendant mailed notices that their private information was potentially compromised in the Data Incident discovered in December 2024.

Specifically excluded from the Settlement Class are (i) Defendant and Defendant's parents, subsidiaries, affiliates, officers, directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Action; (v) all judges assigned to hear any aspect of the Action, as well as their immediate family members and court staff; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads nolo contendere to any such charge.

Pursuant to Federal Rules of Civil Procedure 23(e)(1), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation on behalf of the

Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Representative Plaintiffs will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class Representatives. Additionally, the Court finds that Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP and David Lietz of Milberg, PLLC will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as Class Counsel pursuant to Rule 23(g)(1).

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 202___, at [ADDRESS], where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved pursuant to Fed. R. Civ. P. 23(h); and (f) the application of the Class Representatives for a Service Award should be approved.

6. **Claims Administrator.** The Court appoints Eisner Advisory Group ("EAG") as the Claims Administrator, with responsibility for class notice and settlement administration. The Claims Administrator is directed to perform all tasks the Settlement Agreement requires. The Claims Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits may be made by the Claims Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement

Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Federal Rule of Civil Procedure 23(c); and (e) and meet the requirements of the Due Process Clause(s) of the United States and Pennsylvania Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

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

9. **Class Action Fairness Act Notice.** Within ten (10) days after the filing of this Settlement Agreement with the Court, the Claims Administrator acting on behalf of Defendant shall have served or caused to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b).

10. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator in the manner provided in the Notice. The written notice must clearly manifest a Person’s intent to be excluded from the Settlement Class. To be effective, such requests for exclusion must be postmarked no later than

the Opt-Out Date, which is no later than sixty (60) days from the date on which the notice program commences, and as stated in the Notice.

The Claims Administrator shall promptly furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

If a Final Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

11. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the Notice. The Long Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to send their written objections to Proposed Class Counsel and to Defendant's counsel at the addresses indicated in the Long Notice. The Short and Long Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Date." Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of original notice of the Data Breach or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel

representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in Paragraph 5.1 of the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

12. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Claims Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Claims Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit,

but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

13. **Termination of Settlement**. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; (c) there is no Effective Date; or (d) otherwise consistent with the terms of the Settlement Agreement. In such event, (i) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

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

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Claims Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

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

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

SETTLEMENT TIMELINE

Action	Deadline
Notice Date	30 days after entry of the Preliminary Approval Order
File Motion for Attorneys' Fees and Expenses Awards and Service Awards	14 days prior to Opt-Out deadline
Objection Deadline	60 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Opt-Out list due from Claims Administrator	7 days after Opt-Out deadline
Claims Deadline	60 days after the Notice Date
File Motion for Final Approval	14 days before Final Approval Hearing
List of Opt-Outs due to Court	7 days prior to Final Approval Hearing
Final Approval Hearing	More than 90 days after Notice Date

SO ORDERED THIS _____ DAY OF _____, 2025.

Hon. Gerald J. Pappert
United States District Court Judge