

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”)<sup>1</sup> is entered into by and between (i) Miguel Ramirez Jr. (“Ramirez”) and Alexis Teran (“Teran”) (together, “Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class, and (ii) ZTEX Construction, Inc. (“ZTEX” or “Defendant”) in the case titled *Miguel Ramirez Jr. and Alexis Teran v. ZTEX Construction Inc.*, Case No. 3:25-cv-00146-DB, in the United States District Court for the Western District of Texas, El Paso Division (the “Action”). Defendant and Plaintiffs are collectively referred to herein as the “Parties.”

### **I. RECITALS**

WHEREAS, Defendant discovered the Data Incident in or about October 2024, and immediately began an investigation into the matter. As a result of the investigation, Defendant determined that certain files may have been accessed or acquired without authorization;

WHEREAS, on April 16, 2025, Defendant began sending written notification letters to potentially affected individuals informing them of the Data Incident and offering complimentary identity protection services;

WHEREAS, on April 25, 2025, Plaintiff Ramirez filed a complaint in the United States District Court for the Western District of Texas, El Paso Division, individually and on behalf of a class of similarly situated individuals potentially impacted by the Data Incident and asserted claims for negligence, negligence *per se*, breach of implied contract, unjust enrichment, invasion of privacy, breach of fiduciary duty, and declaratory judgment;

WHEREAS, on May 29, 2025, Plaintiff Ramirez filed an amended complaint adding an additional plaintiff, Alexis Teran;

WHEREAS, Defendant denies (i) the allegations and all liability with respect to facts and claims alleged in Plaintiffs’ Class Action Complaint and the Action; (ii) that the Class Representatives in the Action and the class they purport to represent have suffered any damages; and (iii) that the Action satisfies the requirements to be certified or tried as a class action. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive, 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. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be, or may be used, as an admission of, any wrongdoing or liability.

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II below. The use of any terms in this Settlement Agreement, including but not limited to “Data Incident,” “Personal Information,” “PII,” or any other terminology referencing the allegations in the Class Action Complaint, is solely for descriptive and settlement purposes. Such terms are not admissions of any fact, liability, or wrongdoing by Defendant, and do not constitute an acknowledgment that any data breach, unauthorized access, compromise, or security incident occurred. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be, or may be used, as an admission of, any wrongdoing or liability

WHEREAS, following extensive arm's length settlement negotiations, and the exchange of informal discovery, the Parties reached an agreement of the essential terms of settlement.

WHEREAS, the Parties have agreed to settle the Action on the terms and conditions set forth in this Settlement Agreement in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties;

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

## II. DEFINITIONS

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

1. “**Action**” means the class action lawsuit captioned *Miguel Ramirez Jr. and Alexis Teran v. ZTEX Construction Inc.*, Case No. 3:25-cv-00146-DB, in the United States District Court for the Western District of Texas, El Paso Division.

2. “**Alternative Cash Payment**” means a cash payment of \$35.00 that Settlement Class Members may elect to receive in the alternative to claims for Documented Losses and Credit Monitoring, as set forth in Paragraph 44.

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

4. “**CAFA**” means the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2).

5. “**Claim Form**” means the form that will be available for Settlement Class Members to submit a Settlement Claim (defined below) to the Settlement Administrator (defined below) and that is substantially in the form of **Exhibit C**. Settlement Class Members must submit a Claim Form, subject to the provisions of this Settlement Agreement, to obtain benefits under this Settlement Agreement.

6. “**Claims Deadline**” means the last day for a Settlement Class Member to submit a timely Claim Form, which will occur ninety (90) days after the Notice Deadline.

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

8. “**Class Counsel**” means Brittany Resch of Strauss Borrelli PLLC and Leigh Montgomery of EKSM, LLP.

9. “**Class Representative**” means Miguel Ramirez Jr. and Alexis Teran, the Plaintiffs in the Action.

10. “**Court**” means the United States District Court for the Western District of Texas, El Paso Division.

11. “**Credit Monitoring Services**” means two (2) years of one-bureau credit monitoring provided through CyEx. These services include one-bureau credit monitoring; dark web monitoring; real-time inquiry alerts; and \$1 million in identity theft insurance, among other features.

12. “**Data Incident**” means the data security incident effecting Defendant which Defendant discovered in October 2024.

13. “**Defendant**” means ZTEX Construction, Inc., a Texas corporation with its principal place of business at 1326 Henry Brennan Dr. El Paso, TX 79936.

14. “**Defendant’s Counsel**” means David A. Yudelson of Constangy, Brooks, Smith & Prophete LLP.

15. “**Documented Losses**” means losses supported with third-party documentation, up to \$2,250, that meet the following conditions: (1) (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Incident; (iii) the loss from fraud or identity theft was incurred after the date of the Data Incident; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and/or (2) the out-of-pocket losses are have not otherwise been reimbursed, including losses for lost time; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach/incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

16. “**Effective Date**” means one (1) business day after all of the following conditions have occurred: (i) the Court enters the Preliminary Approval Order; (ii) the Court has entered a Final Approval Order and the Judgment finally approving this Settlement Agreement; and (iii) either (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; and (iv) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any

attorneys' fees, costs, and expenses or Service Award to a Class Representative shall not affect the "Effective Date" or any other aspect of the Final Approval Order and Judgment.

17. **"Fee Award and Costs"** means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

18. **"Final Approval Order"** means an order that the Court enters after the Final Approval Hearing, which orders that Judgment be entered accordingly, finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Rule 23 of the Federal Rules of Civil Procedure, and is consistent with all material provisions of this Agreement. Notwithstanding the foregoing, any order modifying or reversing any Attorneys' Fees and Expenses Award or Service Award made in this case shall not affect whether the Final Approval Order is "Final" as defined herein or any other aspect of the Final Approval Order.

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

20. **"Litigation Costs and Expenses"** means costs and expenses incurred by counsel for Plaintiffs in connection with commencing, prosecuting, and settling the Action.

21. **"Notice"** means collectively, the Short Form Notice **(Exhibit A)**, and Long Form Notice **(Exhibit B)** of the Settlement.

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

23. **"Notice Program"** means the Court-approved program for providing Notice to the Settlement Class, which shall include direct notice by email and U.S. Mail, the Settlement Website, and a toll-free telephone number.

24. **"Notice and Administrative Expenses"** means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

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

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

27. “**Participating Settlement Class Member**” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 57.

28. “**Personal Information**” means information that identifies an individual or that in combination with other information can be used to identify, locate, or contact an individual, including, in particular here, full names, Social Security numbers, and financial account information. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

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

30. “**Released Claims**” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that are based on, arise out of, or in any way relate to the Data Incident or any of the facts alleged or claims asserted in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or any of other source of law.

31. “**Released Parties**” means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, agents and/or third-party administrators thereof, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.”

32. “**Releasing Parties**” and a “Releasing Party” shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representatives and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

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

34. “**Service Award**” means compensation awarded by the Court and paid to any Class Representative in recognition of his or her role in this litigation.

35. “**Settlement**” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

36. “**Settlement Administrator**” means Analytics Consulting LLC, a notice and settlement administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

37. “**Settlement Class**” means “All individuals residing in the United States whose PII was allegedly involved in the Data Incident involving ZTEX Construction Inc.’s network, including all those individuals who received notice of the Data Incident.” Excluded from the Settlement Class are: (1) the judges presiding over this Action and their staff, and members of their direct families; (2) Defendant; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline. Defendants represent that the Class contains approximately 2,317 individuals.

38. “**Settlement Class List**” means the list generated by Defendant containing the full names and current or last known addresses for Settlement Class Members, which Defendant shall provide to the Settlement Administrator within 10 days of the Preliminary Approval Order.

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

40. “**Settlement Payment**” or “**Settlement Check**” means the payment to be made via mailed check or electronic payment to a Settlement Class Member pursuant to Paragraphs 48-52.

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

42. “**Valid Claim**” means a Settlement Claim, determined to be timely, complete, and verified by the Settlement Administrator to meet all the required criteria for the claim being submitted, including the amount approved by the Settlement Administrator (even if that determination is made following the dispute resolution process described herein).

43. “**Unknown Claims**” means any of the Released Claims that any Settlement Class Member, including the Class Representatives, does not know or suspect to exist in his or her favor at the time of the release of the Released Parties arising out of or related to the Data Incident and claims pled in the Complaint that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision to participate in this Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Settlement Class Members, including the Named Plaintiffs, expressly shall have and by operation of the Judgment shall have, released any and all Released Claims, including Unknown Claims. With respect to any and all Released Claims, including Unknown Claims, the Parties stipulate and agree that upon the Effective Date, the Class Representative expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final 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 Texas law, or the law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, including Unknown Claims, but the Class Representative 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, including Unknown Claims. The Parties acknowledge the Settlement Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

### **III. SETTLEMENT BENEFITS**

44. **Cash Benefits.** Defendant will provide certain benefits to Settlement Class Members who submit Valid Claims. Settlement Class Members may elect to receive either: (i) Credit Monitoring Services and/or a claim for Documented Losses; or (ii) the Alternative Cash Payment. Settlement Class Members who elect the Alternative Cash Payment may not also claim Credit Monitoring Services or Documented Losses. The available benefits are described below.

- a. **Credit Monitoring Services.** Settlement Class Members shall be offered an opportunity to enroll in two (2) years of one-bureau Credit Monitoring Services provided through CyEx.
- b. **Claims for Documented Losses.** Settlement Class Members who submit a Valid Claim with supporting documentation shall be eligible to receive compensation for Documented Losses (as defined in Paragraph 15) of up to \$2,250.00.
- c. **Alternative Cash Payment:** Settlement Class Members can make a Claim for a single thirty-five dollar and zero cents (\$35.00) cash payment in the alternative to Claims for Documented Losses and Credit Monitoring.

45. **Business Practice Commitments.** Defendant will provide a confidential declaration to Class Counsel describing its information security improvements since the Data Incident and estimating the annual cost of those improvements. Defendant will pay the cost of such enhancements separate and apart from all other settlement benefits.

#### **IV. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS**

46. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of: (a) one hundred and eighty (180) days after the Effective Date; or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Class Counsel, and Defendant's Counsel.

47. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a claim for Credit Monitoring Services, Documented Losses, and/or an Alternative Cash Payment is valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. In determining whether claimed Documented Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider: (i) the timing of the alleged loss and whether it occurred on or after October 1, 2024; and (ii) any other factors the Settlement Administrator reasonably deems relevant.

- d. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- e. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- f. To the extent the Settlement Administrator determines that a timely claim by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- g. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

**48. Payment.**

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Credit Monitoring Services, Documented Losses, and/or an Alternative Cash Payment and also provide funding instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendant. Within forty-five (45) days of receiving this accounting, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Credit Monitoring Services, Documented Losses and/or an Alternative Cash Payment in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Documented Losses or an Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as

soon as practicable after the Settlement Administrator receives the funds described in Paragraph 48(a).

- c. All Settlement Class Members who fail to submit a Valid Claim for any benefits under this Agreement within the Claims Period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

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

50. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an email and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

51. **Voided Checks.** In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

52. **Deceased/Incapacitated Class Members.** If the Settlement Administrator is notified that a Class Member is deceased, incapacitated, or subject to guardianship during the Claims Period, the Settlement Administrator is authorized to reissue the Settlement Check to the Class Member's estate upon receiving proof the Class Member is deceased, documentation establishing the proper estate representative to whom to mail the Settlement Check, and after consultation with Class Counsel and Defendant's Counsel.

## V. SETTLEMENT CLASS NOTICE

53. **Timing of Notice.** Within ten (10) days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to the members of the Settlement Class. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

54. **Form of Notice.** Notice shall be disseminated via U.S. mail to Settlement Class Members as postcard notice with an attached, tear-off Claim Form. Reminder notice shall be sent if necessary and agreed upon by both Class Counsel and Defendant's Counsel. Before Notices are mailed, Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (*e.g.*, skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified.

55. **Settlement Website.** The Settlement Administrator will establish and publish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorneys' fees, and costs and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Settlement Class Members shall be able to submit Claims online via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

56. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from payments and/or costs associated with providing the Settlement benefits in Paragraph 44, as invoiced. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendant within ten (10) days of the entry of the Preliminary Approval Order.

## **VI. OPT-OUTS AND OBJECTIONS**

57. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline (the "Opt-out Deadline"). The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. All persons who Opt-Out shall not receive any benefits or be bound by the terms of this Agreement. No person shall purport to exercise any exclusion rights of any other person, or purport to (a) opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who

is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and Judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

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

59. Within seven (7) days after the Objection Deadline and Opt-out Deadline, the Settlement Administrator shall furnish to counsel for the parties a complete list of all timely and valid requests for exclusions and objections.

## **VII. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

60. **Settlement Administration Process.** After the Settlement is preliminarily approved by the Court, the Settlement Administrator will send the Notice to the Settlement Class. Defendant will cooperate in providing to the Settlement Administrator the Settlement Class List, which will be kept strictly confidential between the Settlement Administrator, Defendant, and Class Counsel. After the Court enters the Final Approval Order and Judgment, the Settlement Administrator shall distribute payments and benefits as set forth in this Agreement. Settlement Payments to Settlement Class Members will be made by check or electronic payment sent from the Settlement Administrator.

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

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;

- b. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- c. Providing Notice to Settlement Class Members via U.S. mail including drafting and sending any notice required under the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332, 1453, 1711-15 (“CAFA” Notices);
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- f. Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
- g. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant’s Counsel a copy thereof no later than seven (7) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant’s Counsel;
- i. After the Effective Date, processing and transmitting settlement payments to Settlement Class Members;
- j. Providing weekly or other periodic reports to Class Counsel and Defendant’s Counsel that include that include information regarding claims, objections, Opt-Outs, and other data agreed to between Class Counsel, Defendant’s Counsel and the Settlement Administrator;
- k. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- l. Performing any function related to settlement administration as provided for in this Agreement or at the agreed-upon instruction of Class Counsel or Defendant’s Counsel, including, but not limited to, verifying that settlement payments have been distributed.

62. **Limitation of Liability.** The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Funds; (iii) the formulation, design, or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Funds; or (v) the payment or withholding of any Taxes and Tax-Related Expenses.

63. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendant's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice, plan, and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Funds; (iii) the formulation, design or terms of the disbursement of the Settlement Funds; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Funds; (v) any losses suffered by, or fluctuations in the value of the Settlement Funds; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

### **VIII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

64. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and the Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all other purposes. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support of or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including and without limitation in a contested proceeding relating to class certification. The Parties further stipulate to designating the Class Representatives as the representatives for the Settlement Class.

65. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

66. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order of this Settlement and request that Judgment be entered, to be issued following the Final Approval Hearing, within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline. In connection with the motion for preliminary approval, counsel for the parties shall request that the Court set a date for the Final Approval Hearing that is no earlier than 120 days

after entry of the Preliminary Approval Order. Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant. The proposed Final Approval Order shall be in the form attached as **Exhibit E**.

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

## **IX. MODIFICATION AND TERMINATION**

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

69. **Termination.** Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within fourteen (14) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect; or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys' fees and costs and/or Service Award shall constitute grounds for termination of the Settlement.

70. **Effect of Termination.** In the event of a termination as provided in Paragraph 69, this Agreement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Finally, in such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

## X. RELEASES

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

With respect to the Released Claims, the Releasing Parties expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. The Releasing Parties explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between the Parties with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims.

Releasing Parties may hereafter discover facts other than or different from those that he, she, or it knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each Releasing Party expressly agrees that, as of the Effective Date, he, she, or it shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each Releasing Party agrees and acknowledges that he, she, or it shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he, she, or it never receives actual notice of the Settlement and/or never receives a Cash Payment from the Settlement.

Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of the Releasing Parties; and (b) the Releasing Parties stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of themselves, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal."

72. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Participating Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

## **XI. SERVICE AWARDS**

73. **Service Award.** At least fifteen (15) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking a service award payment not to exceed Two Thousand, Five Hundred Dollars and Zero Cents (\$2,500) for each of the Class Representatives in recognition of their contributions to this Action, subject to Court approval. Defendants shall pay the Court-approved Service Awards to an account established by the Settlement Administrator within fourteen (14) days after the Effective Date. The Settlement Administrator will then distribute the Service Awards. The amount of Service Awards was negotiated after the primary terms of the Settlement were negotiated.

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

## **XII. ATTORNEYS' FEES, COSTS, EXPENSES**

75. **Attorneys' Fee Award and Costs.** At least fifteen (15) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for Fee Award and Costs, to include any Litigation Costs and Expenses, to be paid by Defendant. Defendant agrees not to oppose Class Counsel's request for an award of attorneys' fees and costs not to exceed One Hundred and Forty Thousand Dollars and Zero Cents (\$140,000.00), inclusive of any Litigation Costs and Expenses.

76. If Class Counsel seeks more than \$140,000.00 in attorneys' fees and costs Defendant reserves all rights to object and oppose such request. Defendant shall pay the Court-approved Attorneys' Fee Award and Costs to an account established by Class Counsel, for which a 1099-MISC or other appropriate tax form shall issue, within thirty (30) days after the Effective Date. Class Counsel will ensure payment instructions are provided through secure processes. Class Counsel, in their sole discretion, shall allocate and distribute any amount of Fee Award and Costs awarded by the Court among Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by Class Counsel. The payment of court-ordered Fee Award and Costs will be paid separate and apart from settlement benefits and does not reduce or affect the benefits available to Settlement Class Members. The amount of the Fee Award and Costs was not discussed until after the substantive terms of the Settlement were agreed upon.

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

### **XIII. NO ADMISSION OF LIABILITY**

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

79. **Limitations on the Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document produced or executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

### **XIV. MISCELLANEOUS**

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

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

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

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

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

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

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

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

88. **Class Counsel Powers.** Class Counsel, on behalf of the Settlement Class, are expressly authorized by Class Representatives to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate to carry out the spirit of this Settlement Agreement and to ensure the fairness to the Settlement Class.

89. **Successor and Assigns.** The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

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

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

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

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

Brittany Resch  
**STRAUSS BORRELLI PLLC**  
980 N. Michigan Avenue, Suite 1610  
Chicago, Illinois 60611  
Tel: (872) 263-1100  
Email: [bresch@straussborrelli.com](mailto:bresch@straussborrelli.com)



Leigh S. Montgomery  
**EKSM, LLP**  
4200 Montrose Blvd., Ste. 200  
Houston, Texas 77006  
Phone: (888) 350-3931  
[lmontgomery@eksm.com](mailto:lmontgomery@eksm.com)

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

David Yudelson  
**CONSTANGY, BROOKS, SMITH & PROHETE LLP**  
2029 Century Park East, Suite 1100  
Los Angeles, CA 90067  
Tel: (310) 909-7775  
Email: [dyudelson@constangy.com](mailto:dyudelson@constangy.com)

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

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

**SIGNATURES**

**MIGUEL RAMIREZ JR.**

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

**ALEXIS TERAN**

By: *Alexis Teran* Date: 03/04/2026  
Alexis Teran (Mar 4, 2026 16:08:08 MST)

**STRAUSS BORRELLI PLLC**

*Counsel for Plaintiffs and the Class (as to form only)*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brittany Resch

**EKSM, LLP**

*Counsel for Plaintiffs and the Class (as to form only)*

By: *Leigh Montgomery* Date: 03/04/2026  
Leigh Montgomery

**ZTEX CONSTRUCTION INC.**

Signed by:  
By: Joaquin Royo  
62D782CE90064A7...

Date: 3/6/2026

Name: Joaquin Royo

Title: President

**CONSTANGY BROOKS SMITH & PROPHETE, LLP**

*Counsel for Defendant (as to form only)*

By: David Yudelson  
David Yudelson

Date: 03/06/2026

— **EXHIBIT A** —

ZTEX Data Settlement  
c/o Analytics Consulting LLC  
PO Box 2002  
Chanhassen MN 55317-2002

FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
CITY, STATE ZIP  
PERMIT NO. XXXXX

NOTICE OF CLASS ACTION  
SETTLEMENT

You may be entitled to submit a claim  
for monetary compensation under a  
proposed class action settlement.

[<<Website>>](#)

#### **WHO IS A SETTLEMENT CLASS MEMBER?**

You have been identified as a Settlement Class Member in the lawsuit *Miguel Ramirez Jr. and Alexis Teran v. ZTEX Construction Inc.*, Case No. 3:25-cv-00146-DB, because you reside in the United States, and your PII was allegedly involved in the Data Incident involving ZTEX Construction Inc.'s ("ZTEX") network in October 2024, and you received a notice of the incident.

#### **WHAT ARE THE SETTLEMENT BENEFITS?**

Defendant will pay all Approved Claims for Documented Losses, Credit Monitoring, or, in the alternative, Alternative Cash Payments, as described below.

**CREDIT MONITORING SERVICES:** Settlement Class Members shall be offered an opportunity to enroll in two (2) years of one-bureau Credit Monitoring Services provided through **INSERT**.

**DOCUMENTED LOSS REIMBURSEMENT:** Settlement Class Members who submit a valid Claim Form with supporting documentation shall be eligible to receive compensation for Documented Losses of up to \$2,250.00.

**ALTERNATIVE CASH PAYMENT:** Settlement Class Members can make a Claim for a single thirty-five dollar and zero cents (\$35.00) cash payment in the alternative to Claims for Documented Losses and Credit Monitoring.

More information about the types of claims and how to file them is available at **<<Website>>**.

#### **WHAT ARE YOUR RIGHTS AND OPTIONS?**

**Submit a Claim Form.** To receive Settlement benefit(s), you must timely submit a Claim Form, available attached here to or online at **<<Website>>**. Your Claim Form must be postmarked or submitted online no later than **<<Date>>**. Claims will be subject

to a verification process.

**Opt Out.** You may exclude yourself from the Settlement and retain your ability to sue ZTEX on your own by mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than **<<Date>>**. If you do not exclude yourself, you will be bound by the Settlement terms and give up your right to sue regarding the settled claims.

**Object.** If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than **<<Date>>**, and provide the reasons for the objection. Please visit the Settlement Website at **<<Website>>** for more details.

**Do Nothing.** If you do nothing, you will not receive Settlement benefits and will lose the right to sue regarding any issues relating to this action. You will be bound by the Court's decisions because this is a conditionally certified class action.

#### **WHO REPRESENTS ME?**

The Court has appointed Brittany Resch of Strauss Borrelli PLLC to represent the Settlement Class ("Class Counsel").

#### **WHEN WILL THE COURT APPROVE THE SETTLEMENT?**

The Court will hold a hearing in this case on **<<Date>>** at the **<<Address>>**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$140,000, and Plaintiff's service awards of \$2,500. You may attend the hearing at your own cost, but you do not have to.

**THIS NOTICE IS ONLY A SUMMARY.  
FOR MORE INFORMATION VISIT **<<Website>>**.**

Doc ID: ff24882ff7a60e41396e4709f00baf24507369016935b4ff6e6f59307426

**Postage  
Required**

ZTEX Data Settlement  
c/o Analytics Consulting LLC  
PO Box 2002  
Chanhasen MN 55317-2002

## ZTEX Data Settlement

Complete this Claim Form, tear at the perforation, and return by U.S. Mail no later than **<<DATE>>**.

<<First1>> <<Last1>>  
<<Addr1>> <<Addr2>>  
<<City>>, <<St>> <<Zip>>

Claim Number: <<Claim  
Number>> PIN:  
<<PIN>>

### SETTLEMENT BENEFITS: OPTION 1

Check this box if you would like to claim two (2) years of one-bureau Credit Monitoring Services. By checking this box, signing below, and returning this postcard, you are submitting a claim for Credit Monitoring. You may also claim Documented Losses by submitting a full Claim Form (available at **Website**).

### SETTLEMENT BENEFITS: OPTION 2

If you would like to claim reimbursement for Documented Losses, you must submit a Claim Form and provide supporting documentation online at the **Website**. You may also claim Credit Monitoring by checking Option 1 above.

### SETTLEMENT BENEFITS: OPTION 3

Check this box if you wish to receive an Alternative Cash Payment of \$35.

You are **not** entitled to this Alternative Cash Payment if you have checked any of the above Settlement Benefits, Option 1 or Option 2.

### FORM OF PAYMENT

By mailing this form to the Settlement Administrator, you will receive payment under this Settlement in the form of a physical check. If you wish to receive an electronic payment, you must submit your Claim Form online at **<<Website>>**.

**I declare under penalty of perjury under the laws of the United States and any applicable state or jurisdiction that the information provided in this Claim Form. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim can be deemed complete and valid.**

SIGNATURE (REQUIRED): \_\_\_\_\_

— **EXHIBIT B** —

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**If You Received Notice of an Alleged Data Incident Involving ZTEX Construction Inc. in October 2024, You May Be Eligible For Benefits From A Class Action Settlement.**

*This is not a solicitation from a lawyer, junk mail, or an advertisement.  
A court authorized this Notice.*

This notice summarizes the Settlement reached in a lawsuit entitled *Miguel Ramirez Jr. and Alexis Teran v. ZTEX Construction Inc.*, Case No. 3:25-cv-00146-DB, in the United States District Court for the Western District of Texas, El Paso Division. (the “Action”). For the precise terms of the Settlement, please see the Settlement Agreement available at [WEBSITE] or by contacting the Settlement Administrator at [PHONE].

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

**This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.**

**This notice may affect your rights – please read it carefully.**

- A Settlement has been reached in a class action lawsuit filed against ZTEX Construction, Inc. (the “Defendant” or “ZTEX”) regarding allegations of a data security incident affecting ZTEX, which was discovered in October 2024.
- ZTEX denies that it did anything wrong, and the Court has not decided who is right.
- Class Members are eligible to receive Cash benefits in one of the three forms: (1) Credit Monitoring Services, (2) Compensation for Documented Losses, or (3) Alternative Cash Payment. To receive any of these benefits, Class Members must submit a timely and valid Claim Form.
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is [DATE].

QUESTIONS? CALL [PHONE] OR VISIT [WEBSITE]

<p align="center"><b>EXCLUDE YOURSELF FROM THE SETTLEMENT “OPT-OUT”</b></p>	<p>This is the only option that allows you to bring or join another lawsuit raising the same legal claims against ZTEX. You will receive no payment or Credit Monitoring Services under this Settlement. The deadline to exclude yourself from the Settlement is <b>[DATE]</b>.</p>
<p align="center"><b>OBJECT TO THE SETTLEMENT</b></p>	<p>You may write to the Settlement Administrator about any aspect of the Settlement you don’t like or you don’t think is fair, adequate, or reasonable. If you object to any aspect of the Settlement, you must submit a written Objection, and that Objection must be received by the Deadline. Your Objection must follow the procedures stated in the Settlement Agreement. The deadline to object to the Settlement is <b>[DATE]</b>.</p>
<p align="center"><b>ATTEND THE FINAL APPROVAL HEARING</b></p>	<p>You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above. If you Opt-Out of the Settlement you cannot object.) The Final Approval Hearing will be held on <b>[DATE]</b>.</p>
<p align="center"><b>Do NOTHING</b></p>	<p>If you do nothing you will not receive any payment or the free Credit Monitoring Services. You will have no right to sue ZTEX later for the claims released by the Settlement.</p>

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

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**BASIC INFORMATION**

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

The Court authorized this Notice to inform you about a proposed Settlement with ZTEX Construction, Inc. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment and free Credit Monitoring Services as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Miguel Ramirez Jr. and Alexis Teran (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class (defined below), and ZTEX Construction, Inc. (“ZTEX” or “Defendant”) in the case titled *Miguel Ramirez Jr. and Alexis Teran v. ZTEX Construction Inc.*, Case No. 3:25-cv-00146-DB, in the United States District Court for the Western

District of Texas, El Paso Division (the “Action”). Defendant and Plaintiffs are collectively referred to herein as the “Parties.”

## **2. What is a class action lawsuit?**

A class action is a lawsuit in which one or more Plaintiffs sue on behalf of a group of people who have similar claims. In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. In this case, the Class is defined as:

All individuals residing in the United States whose PII was allegedly involved in the Data Incident involving ZTEX Construction Inc.’s network, including all those individuals who received notice of the Data Incident.

## **THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT**

### **3. What is this lawsuit about?**

Plaintiffs allege that in October 2024, ZTEX Construction Inc. experienced a Data Incident that potentially impacted the Personal Information of themselves and the Settlement Class. ZTEX denies the allegations and all liability with respect to any and all facts and claims alleged in the Action. ZTEX denies all allegations and liability with respect to any and all facts and claims alleged in the Action.

More information about the Class Action Complaint filed in the Lawsuit can be found on the Settlement Website at [\[WEBSITE\]](#).

### **4. Why is there a Settlement?**

The Court did not decide whether the Plaintiffs or the Defendant are right. Following extensive arm’s-length negotiations and informal discovery to facilitate settlement discussions, the Parties reached an agreement to resolve the Action on a class-wide basis. The Parties agreed to this Settlement and dismissal of the Lawsuit under the terms of the Settlement Agreement, to avoid the uncertainty, risks, and expense of ongoing Litigation. The Settlement Class Representative and Class Counsel, attorneys for the Class Members, believe the terms of the Settlement are fair, reasonable, and adequate, and that the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of any wrongdoing by ZTEX nor that the Lawsuit is without merit.

## **WHO’S INCLUDED IN THE SETTLEMENT?**

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

This Lawsuit involves Personal Information that was potentially impacted in a Data Incident experienced by Defendant, discovered in or around October 2024.

The Settlement Class Representative and ZTEX will ask the Court to certify a Settlement Class defined as “all individuals residing in the United States whose PII was allegedly involved in the

QUESTIONS? CALL [\[PHONE\]](#) OR VISIT [\[WEBSITE\]](#)

Data Incident involving ZTEX Construction Inc.’s network, including all those individuals who received notice of the Data Incident.” Excluded from the Settlement Class are: (1) the judges presiding over this Action and their staff, and members of their direct families; (2) Defendant; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

## THE SETTLEMENT BENEFITS

### 6. What benefits does the Settlement provide?

The proposed Settlement will provide Settlement Class Members with the opportunity to choose between the following two benefit options:

- (i) **Credit Monitoring:** All Settlement Class Members shall be offered an opportunity to enroll in two (2) years of one-bureau Credit Monitoring Services provided through **INSERT**. These services include one-bureau credit monitoring; dark web monitoring; real-time inquiry alerts; and \$1 million in identity theft insurance, among other features.
- (ii) **Documented Loss Reimbursement:** Settlement Class Members who submit a valid Claim Form with supporting documentation shall be eligible to receive compensation for Documented Losses of up to \$2,250.00. Third-party supporting documentation must meet the following conditions: (1) (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Incident; (iii) the loss from fraud or identity theft was incurred after the date of the Data Incident; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for the loss; and/or (2) the out-of-pocket losses are have not otherwise been reimbursed, including losses for lost time; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach/incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
- (iii) **Alternative Cash Payment:** All Settlement Class Members can make a Claim for a single thirty-five dollar and zero cents (\$35.00) cash payment in the alternative to Claims for Extraordinary Losses, Ordinary Losses, Lost Time, and Credit Monitoring. To receive this benefit, Settlement Class Members must submit a valid Claim Form. No documentation is required to make a claim.

## HOW TO GET BENEFITS

### 7. How do I make a Claim?

To qualify for a Settlement benefit, you must complete and submit a Claim Form. Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at **[WEBSITE]**

QUESTIONS? CALL **[PHONE]** OR VISIT **[WEBSITE]**

or by USPS mail. Claim Forms are available through the Settlement Website at [\[WEBSITE\]](#), or Class Members may call the Settlement Administrator and request that a copy of the Claim Form be mailed to them.

Claims will be subject to a verification process. If you received a Notice with a Unique ID, you must include it on your Claim Form. **All Claim Forms must be received online or postmarked on or before [\[DATE\]](#).**

## **8. When will I get my payment?**

The Final Approval Hearing is when the Court considers the fairness of the Settlement. It is scheduled for [\[DATE\]](#). If the Court approves the Settlement, eligible Class Members whose Claims were approved by the Settlement Administrator will be sent payment after the Effective Date.

## **THE LAWYERS REPRESENTING YOU**

## **9. Do I have a lawyer in this case?**

Yes, the Court has appointed Brittany Resch of Strauss Borrelli PLLC as “Class Counsel.”

### **Should I get my own lawyer?**

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. These firms are experienced in handling similar cases. You will not be charged for these lawyers. You can retain your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

## **10. How will the lawyers be paid?**

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses not to exceed \$140,000.00, which will be paid by Defendant. Class Counsel will also request a Service Award Payment, not to exceed \$2,500 for the Class Representatives, to be paid by Defendant. The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Settlement Class Representative. The Court may award less than the amounts requested.

## **YOUR RIGHTS AND OPTIONS**

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

Suppose you do not exclude yourself from this Settlement. In that case, you will not be able to sue ZTEX or any of the Released Parties about the Claims in the Settlement, and you will be bound by all decisions made by the Court in this case and the terms of the Settlement, including its Release. This is true regardless of whether you submit a Claim Form. Please read the Settlement Agreement at [\[WEBSITE\]](#) for full details. However, you may exclude yourself from this Settlement (see Question 14). If you exclude yourself from the Settlement, you will not be bound

by the Settlement Agreement, including the Released Claims, but you will not be able to make a claim for any benefits under the Settlement.

“Released Claims” any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that are based on, arise out of, or in any way relate to the Data Incident or any of the facts alleged or claims asserted in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or any of other source of law.

The Settlement Agreement describes the Release, Released Claims, and Unknown Claims, so please read it carefully. The Settlement Agreement is available at **[WEBSITE]** or in the public Court records on file in this lawsuit. For questions regarding Release and what they mean, you can also contact the lawyer listed in Question 9 for free, or you can talk to your own lawyer at your own expense.

## **12. What happens if I do nothing at all?**

If you do nothing, you will not receive any payment or free Credit Monitoring Services under the Settlement. You will be in the Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court and the Settlement Agreement, including the Release. Unless you exclude yourself, you won’t be able to file a lawsuit or be part of any other lawsuit against ZTEX or the Released Parties for any of the claims or legal issues resolved in this Settlement. You will give up your right to sue ZTEX for the claims described in this Notice, and you will be bound by all Court decisions in this case.

## **13. What happens if I ask to be excluded from the Settlement?**

If you exclude yourself from the Settlement, you will receive no benefits, payment, or free Credit Monitoring Services under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court’s orders and judgments related to the Class and ZTEX in this Lawsuit or the terms of the Settlement Agreement, including the Release.

## **14. How do I opt-out of the Settlement?**

You can opt-out of the Settlement by submitting a written Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. You must submit a document that includes the name of the proceeding, your full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that you do not wish to participate in the Settlement at the top of the communication. Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the Settlement Agreement will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. You must submit your written Request for Exclusion to the Settlement Administrator by mail postmarked no later than **[DATE]**, to the following address:

ZTEX Data Settlement

QUESTIONS? CALL **[PHONE]** OR VISIT **[WEBSITE]**

c/o Analytics Consulting LLC  
PO Box 2002  
Chanhassen MN 55317-2002

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

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

No. Unless you exclude yourself, you give up any right to sue ZTEX or the Released Parties for the claims being resolved by this Settlement.

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

No. If you exclude yourself, you are not eligible to submit a Claim Form or request any Settlement payment or free Credit Monitoring Services.

**17. How do I object to the Settlement?**

If you do not exclude yourself from the Class, you can object to the Settlement if you do not agree with any part of it. You can also object to Class Counsel's request for attorneys' fees, costs, and a service award for the Plaintiffs. Even if you object to the Settlement, you remain a member of the Settlement Class and are entitled to file a claim for benefits under the Settlement.

To object, you must file a written notice with the Settlement Administrator by mailing your objection and any supporting documents to the following address:

ZTEX Data Settlement  
c/o Analytics Consulting LLC  
PO Box 2002  
Chanhassen MN 55317-2002

If you are represented by a lawyer, the lawyer may file your objection through the Court's e-filing system. If you are represented, you must include the identity of any and all attorneys representing you in the objection.

Your objection must be in writing and include the case name, *Miguel Ramirez Jr. and Alexis Teran v. ZTEX Construction Inc.*, Case No. 3:25-cv-00146-DB, in the United States District Court for the Western District of Texas, El Paso Division. Your written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature (or electronic equivalent) of the Settlement Class Member or the Settlement Class Member's attorney.

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

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

### **THE COURT'S FINAL APPROVAL HEARING**

## **19. When and where will the Court have the Final Approval Hearing to determine the fairness of the Settlement?**

The Court will hold the Final Approval Hearing on **[DATE]** in **[ADDRESS]**. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and Service Award payment to the Settlement Class Representative.

**Note:** The date, time, and location (e.g., from in person to zoom) of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted on the Settlement Website, **[WEBSITE]**, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

## **20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was timely filed and mailed, and meets all of the requirements described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

## **21. May I speak at the Final Approval Hearing?**

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement.

### **GETTING MORE INFORMATION**

## **22. Where can I get additional information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available on the Settlement Website at **[WEBSITE]**.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT [WEBSITE], BY CALLING TOLL-FREE AT [PHONE], OR WRITING TO:

ZTEX Data Settlement  
c/o Analytics Consulting LLC  
PO Box 2002  
Chanhassen MN 55317-2002

Email:

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

QUESTIONS? CALL [PHONE] OR VISIT [WEBSITE]

- 10 -

— **EXHIBIT C** —

**Your claim must be submitted online or postmarked by: [DATE]**

**CLAIM FORM**

**ZTEX Data Settlement**

*Miguel Ramirez Jr. and Alexis Teran v. ZTEX Construction Inc.*  
Case No. 3:25-cv-00146-DB  
United States District Court for the Western District of Texas,  
El Paso Division

**USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO MAKE A CLAIM FOR COMPENSATION FOR UNREIMBURSED LOSSES**

**GENERAL INSTRUCTIONS**

If you received Notice of this Settlement, the Claims Administrator identified you as an individual residing in the United States whose PII was allegedly involved in the Data Incident involving ZTEX Construction Inc.’s (“ZTEX”) network in October 2024, and who received a notice of the incident.

**To receive any Settlement benefits, you must submit the Claim Form below by [DATE].**

Please read the claim form carefully and answer all questions. Failure to provide the required information could result in a denial of your claim.

This Claim Form may be submitted electronically via the Settlement Website at [WEBSITE] or completed and mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

ZTEX Data Settlement  
c/o Analytics Consulting LLC  
PO Box 2002  
Chanhassen MN 55317-2002

**A. CLASS MEMBER NAME AND CONTACT INFORMATION**

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

**First Name**

**Last Name**

**Street Address**

**City**

**State**

**Zip Code**

Email Address (optional)

Telephone Number

**B. PROOF OF CLASS MEMBERSHIP**

Enter the Claim Number and PIN provided on your Postcard Notice:

Claim Number

PIN

**(I). CREDIT MONITORING SERVICES**

All Settlement Class Members shall be offered an opportunity to enroll in two (2) years of one-bureau Credit Monitoring Services provided through **INSERT**. These services include one-bureau credit monitoring; dark web monitoring; real-time inquiry alerts; and \$1 million in identity theft insurance, among other features.

Check this box if you wish to receive two (2) years of one-bureau Credit Monitoring Services

**(II). DOCUMENTED LOSS REIMBURSEMENT**

All Settlement Class Members who submit a valid Claim Form with supporting documentation shall be eligible to receive compensation for Documented Losses of up to \$2,250.00. To qualify, you must submit third-party supporting documentation for out-of-pocket expenses actually incurred because of the Data Security Incident and which have not already been reimbursed by a third party or other source, including costs for fraud or identity protection, professional fees, credit repair services, and other expenses. Third-party documentation supporting Losses is **REQUIRED**.

Check this box if you are claiming Out-of-Pocket Losses in the amount of \$\_\_\_\_\_.

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**(III). ALTERNATIVE CASH PAYMENT**

All Settlement Class Members can make a Claim for a single thirty-five dollar and zero cents (\$35.00) cash payment in the alternative to Claims for Documented Losses and Credit Monitoring. You cannot claim both the Alternative Cash Payment and Documented Losses. If you choose the Alternative Cash Payment, you also cannot claim Credit Monitoring.

Check this box if you wish to receive a cash payment of \$35.

**VII. FORM OF PAYMENT**

By mailing this form to the Settlement Administrator, you will receive payment for your losses under this Settlement in the form of a physical check. If you wish to receive an electronic payment, you must submit your Claim Form online at [\[WEBSITE\]](#).

**VIII. ATTESTATION & SIGNATURE**

I swear and affirm under the laws of my state and under penalty of perjury that the information I have supplied in this Claim Form is true and correct and that this form was executed on the date set forth below. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

---

Signature

Printed Name

Date

**TO BE VALID, THIS CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE AT  
[WEBSITE] NO LATER THAN [DATE].**

— **EXHIBIT D** —

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
EL PASO DIVISION**

MIGUEL RAMIREZ JR. and ALEXIS TERAN  
on behalf of themselves and all others similarly  
situated,

Plaintiffs,

v.

ZTEX CONSTRUCTION, INC.,

Defendant.

NO. 3:25-cv-00146-DB

Before the Court is Plaintiffs' 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 and ZTEX Construction, Inc., ("ZTEX," and, together with Plaintiffs, the "Parties"), with accompanying exhibits attached as **Exhibit 1** to Plaintiffs' Memorandum of Law in Support of the Motion (the "Settlement Agreement").<sup>1</sup>

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:

All individuals residing in the United States whose PII was allegedly involved in the Data Incident involving ZTEX Construction Inc.'s network, including all those individuals who received notice of the Data Incident.

Excluded from the Settlement Class are: (1) the judges presiding over this Action and their

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<sup>1</sup> 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.

staff, and members of their direct families; (2) Defendant; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

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 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes only that: (a) the Settlement Class are 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 Settlement Class Representatives are typical, and the Settlement Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representatives will fairly and adequately protect the interests 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 Plaintiffs Miguel Ramirez Jr. and Alexis Teran will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Settlement Class Representatives. Additionally, the Court finds Brittany Resch of Strauss Borrelli PLLC and Leigh Montgomery of EKSM, LLP 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 equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Rule 23(e) 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/via zoom], where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action 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 Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for Service Awards should be approved.

6. **Settlement Administrator.** The Court appoints \_\_\_\_\_ as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement

Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement 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 Settlement 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 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 Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and 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 Constitution. 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 Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded

from the Settlement Class must individually sign and timely submit a written request to the designated address established by the Settlement Administrator in the manner provided in the Notice. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days from the Notice Deadline, and as stated in the Notice.

Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid requests for exclusion.

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests 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.

10. **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 objection by the Objection Deadline and as stated in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court. The Notice also shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Deadline." Any such objections to the Settlement Agreement must be written and must include all of the following: (i) the name of the

proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature (or electronic equivalent) of the Settlement Class Member or the Settlement Class Member's attorney.

To be timely, written notice of an objection must be filed with the Clerk of Court by the Objection Deadline, which is no later than sixty (60) days from the Notice Deadline.

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, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in 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.

11. **Claims Process.** Settlement Class Counsel and ZTEX have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily

approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement 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.

12. **No Admission.** Certification of the Settlement Class is for settlement purposes only and shall not be deemed an admission that litigation class certification would be appropriate. This Order shall not be cited or used as evidence in this or any other proceeding except to enforce the Settlement Agreement.

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; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action 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 Action 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, liability, or propriety of certifying any class. 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 Action or in any other lawsuit. This certification is for settlement purposes only. If the Settlement does not receive final approval or the Effective Date does not occur, the certification shall be void and Defendant expressly reserves all rights to contest class certification for any purpose.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval 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 Settlement 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 Action, 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. **CAFA Notice.** Defendant shall comply with the notice requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, by serving notice on appropriate federal and state officials within ten (10) days of entry of this Preliminary Approval Order.

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

<u>Event</u>	<u>Deadline</u>
Defendant Provides Class Member Information To Claims Administrator	Within 10 Days Of Entry Of Preliminary Approval Order
Deadline For Claims Administrator To Begin Sending Short Form Notice (By First Class USPS Mail)	Within 30 Days Of Entry Of Preliminary Approval Order (the “Notice Deadline”)
Motion for Attorneys’ Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least 15 Days Prior To Opt-Out/Objection Dates
Opt-Out/Objection Date Deadlines	60 Days After Notice Deadline
Claims Administrator Provides Parties With List Of Timely, Valid Opt-Outs	7 Days After Opt-Out Dates
Claims Deadline	90 Days After Notice Deadline
Motion For Final Approval To Be Filed By Class Counsel	At Least 14 Days Prior To Final Approval Hearing
Final Approval Hearing	[COURT TO ENTER DATE AND TIME] No Earlier Than 120 Days After Entry Of Preliminary Approval Order

IT IS SO ORDERED

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Dated

Judge

— **EXHIBIT E** —

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
EL PASO DIVISION**

MIGUEL RAMIREZ JR. and ALEXIS TERAN  
on behalf of themselves and all others similarly  
situated,

Plaintiffs,

v.

ZTEX CONSTRUCTION, INC.,

Defendant.

NO. 3:25-cv-00146-DB

Before the Court is Plaintiffs' Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"). The Motion seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiffs' Motion for Attorneys' Fees, Costs, and Expenses to Settlement Class Counsel, and Service Awards Payment to Plaintiffs ("Motion for Attorneys' Fees").

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, and Motion for Attorneys' Fees, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

**WHEREAS**, on \_\_\_\_\_[DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") (**Doc. No. \_\_**) which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, (b) appointed Plaintiffs as the Settlement Class Representatives and appointed Settlement Class Counsel; (c) preliminarily approved the

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

**WHEREAS**, on \_\_\_\_\_[DATE], pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

**WHEREAS**, on \_\_\_\_\_[DATE], the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice;

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

**WHEREAS**, the Court being required under Fed. R. Civ. P. 23(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair,

adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for Service Awards Payments to the Representative Plaintiffs, and having reviewed the materials in support thereof, and good cause appearing:

**IT IS ORDERED** that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.

2. The Settlement involves allegations in Plaintiffs' Class Action Complaint against Defendant for purported failure to implement or maintain adequate data security measures and safeguards to protect Personal Information, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Settlement Class Members.

3. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

4. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement ("Final Approval Order and Judgment") with initial capital letters have the same meaning as set forth in the Settlement Agreement.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement, and for purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

All individuals residing in the United States whose PII was allegedly involved in the Data Incident involving ZTEX Construction Inc.'s network, including all those individuals who received notice of the Data Incident.

Excluded from the Settlement Class are: (1) the judges presiding over this Action and their

staff, and members of their direct families; (2) Defendant; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

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

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

- a. Settlement Class Members to be able to submit claims that will be evaluated by the Settlement Administrator.
- b. Defendant to pay all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks.
- c. Defendant to pay, subject to the approval and Awards of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Awards Payments to the Class Representative.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction Federal Rule of Civil Procedure 23(a) and (b)(3) set forth in the Preliminary

Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiffs' application for attorneys' fees, costs, and expenses, and the Service Awards Payments to the Settlement Class Representatives have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. The Court finds that the Notice, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

10. The Court finds that Defendants have fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

11. As of the Opt-Out deadline, \_\_\_\_\_ potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in **Exhibit A** to this Final Approval Order and Judgment. Those persons are not bound by the Settlement Agreement and this

Final Approval Order and Judgment and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment.

12. \_\_\_\_\_ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

13. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

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

15. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Approval Order and Judgment and the terms of the Settlement Agreement.

16. Pursuant to the Settlement Agreement, Defendant, the Settlement Administrator, and Settlement Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

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

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

Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all Released Claims, including Unknown Claims.

“Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that are based on, arise out of, or in any way relate to the Data Incident or any of the facts alleged or claims asserted in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or any of other source of law.

“Released Parties” means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, agents and/or third-party administrators thereof, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.”

“Releasing Parties” means the Settlement Class Representatives and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners,

predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

“Unknown Claims” or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of

applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

19. Neither Defendant nor the Released Parties, shall have or shall be deemed to have released, relinquished, or discharged any claim against any person other than Plaintiffs and each and all of the Settlement Class Members. In addition, none of the releases in the Settlement Agreement shall preclude any action to enforce the terms of the Settlement Agreement by Plaintiffs, Settlement Class Members, Settlement Class Counsel, and/or Defendant.

20. The Court grants final approval to the appointment of Plaintiffs Miguel Ramirez Jr. and Alexis Teran as Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

21. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves a payment to each Settlement Class Representative in the amount of \$2,500.00. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

22. The Court grants final approval to the appointment of Settlement Class Counsel. The Court concludes that Settlement Class Counsel has adequately represented the Settlement Class and will continue to do so.

23. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for attorneys' fees and costs in the amount of \$140,000.00. Payment shall be made pursuant to the terms of the Settlement Agreement.

24. This Final Approval Order and Judgment and the Settlement Agreement, and all

acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for litigation the Settlement Class or any claims that have been, or could have been, asserted in the Action. This Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, nor shall they be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Defendant, Settlement Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order and Judgment shall not be construed or admissible as an admission by Defendant that Plaintiffs' claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in, all pending and future lawsuits, claims, suits, demands, petitions, causes of action, or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

25. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be

deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment and 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 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*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendant will pay amounts already billed or incurred for costs of notice to the Settlement Class, and Settlement Administration, and will not, at any time, seek recovery of same from any other Party to the Action or from counsel to any other Party to the Litigation.

26. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

27. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

28. This Order resolves all claims against all Parties in this action and is a final order.

29. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED

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Dated

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Judge