CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release ("Agreement" or "Settlement Agreement" or "Settlement") is made and entered into by and among Plaintiff ROSALYN RIVERA ("Plaintiff"), on behalf of herself and the proposed Settlement Class (as defined below) and SIRVA RELOCATION, LLC ("Defendant" or "Sirva") (together, the "Parties").

I. BACKGROUND

1. This litigation arises from a data security incident involving the personally identifiable information ("PII"), protected health information ("PHI") and/or other potentially private information (collectively, "Private Information") of Plaintiff and the members of the proposed Settlement Class.

2. Plaintiff alleges that Sirva experienced a data security incident in or around September 2023 and that certain information stored on its systems was accessed and/or acquired without authorization during the incident, including her and the members of the proposed Settlement Class' Private Information (the "Incident").

3. Plaintiff filed her Complaint against Sirva in the United States District Court for the Central District of California, Western Division, Case No. 2:24-cv-09378-FLA-MAA (the "Action"), on or about October 30, 2024, purporting to allege causes of action sounding in negligence, negligence *per se*, third-party beneficiary, breach of bailment and violation of the California Consumer Privacy Act.

4. Sirva moved to dismiss Plaintiff's Complaint and, on or about September 12, 2025, the Court entered an order granting in part and denying in part Sirva's motion, dismissing the cause of action as to the breach of bailment claim without leave to amend.

5. The Parties engaged in informal discovery and explored and discussed at length the factual and legal issues in the Action and related to the Incident. On January 27, 2026, the Parties participated in a full-day mediation with mediator Bruce Friedman. Significant arm's-length settlement negotiations took place between the Parties during and in the weeks following the mediation, including with the assistance of the mediator. The Parties were successful in reaching an agreement in principle to resolve the Action in the weeks following the mediation. The Parties did not discuss attorneys' fees, costs, and expenses, or service awards for Plaintiff, prior to reaching an agreement as to the material terms of the relief for Settlement Class Members.

6. On April 9, 2026, Plaintiff discontinued the Action without prejudice. On April 14, 2026, Plaintiff refiled the Action in the Circuit Court of Illinois, DuPage County, Case No. 2026CH000111.

7. The Parties recognize the outcome of the Action and the claims asserted in the Action are uncertain, and that protracted litigation of this Action to final judgment would entail substantial cost, risk, and delay of benefits and relief for Plaintiff and all Settlement Class Members (as defined below).

8. The Parties desire to compromise and settle all issues, claims, and allegations asserted in the Action, or those claims that could have been asserted in the Action based upon the Incident, by or on behalf of Plaintiff and the Settlement Class.

9. Plaintiff and Class Counsel (as defined below) believe that the factual and legal claims asserted in the Action are meritorious. Class Counsel has investigated the facts relating to the claims and defenses alleged and the underlying events in the Action, has made a thorough study of the legal principles applicable to the claims and defenses asserted in the Action, and has conducted a thorough assessment of the strengths and weaknesses of the claims in the Action. Plaintiff and Class Counsel have concluded that it would be in the best interests of the Settlement Class to enter into this Agreement, which interests include the substantial value to be derived by this Settlement and the interests of avoiding the uncertainties of litigation and assuring that the benefits reflected herein are obtained for the Settlement Class; that Plaintiff considers the Settlement set forth herein to be fair, reasonable and adequate and in the best interests of the Settlement Class; and Plaintiff and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class.

10. Sirva asserts numerous legal and factual defenses to the claims made in the Action, and specifically denies each and all the claims and contentions alleged against it in the Action, and denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action. Sirva, despite its belief that it has valid and complete defenses to the claims asserted against it in the Action, has nevertheless agreed to enter into this Agreement to reduce and avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and thereby to resolve this controversy, without any admission of wrongdoing or liability whatsoever.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is hereby agreed by and among Plaintiff, on behalf of herself and the proposed Settlement Class, and Sirva that, subject to the approval of the Court, the Action be forever resolved, settled, compromised, and dismissed with prejudice on the following terms and conditions:

II. DEFINITIONS

11. The terms used in this Settlement Agreement, and listed in this section, shall have the following meanings:

a. "Action" means the putative class action lawsuit captioned as *Rosalyn Rivera, individually and on behalf of all others similarly situated v. Sirva Relocation, LLC*, previously docketed as Case No. 2:24-cv-09378-FLA-MAA in the United States District Court for the Central District of California, Western Division, and currently docketed as Case No. 2026CH000111 in the Circuit Court of Illinois, DuPage County.

b. "Aggregate Cap" means the total sum of Two Hundred Sixty Thousand Dollars and Zero Cents ($260,000.00), which is total financial responsibility of Defendant and

the Released Parties under the terms of this Settlement Agreement for payment of Approved Claims of the Settlement Class Members for Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses, Group 1 Alternative Cash Payment(s), and Group 2 Alternative Cash Payment(s), as well as Notice and Administration Expenses and any taxes and tax related expenses in connection with any of the foregoing or this Settlement Agreement. However, the Aggregate Cap shall not apply to the payment of Approved Claims for Credit Monitoring Services, Fees Award and Costs, and Service Award Payments.

c. "Agreement" or "Settlement Agreement" or "Settlement" means this Settlement Agreement, Exhibits, and the settlement embodied herein.

d. "Approved Claim(s)" means any Claim approved by the Settlement Administrator or found to be valid through the appeal process set forth in this Agreement.

e. "Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

f. "Claimant" means a Settlement Class Member who makes a Claim for benefits under this Settlement Agreement.

g. "Claims Administrator" or "Settlement Administrator" means Simpluris, or another third-party settlement administrator chosen by the Parties to provide Notice of the Settlement to the Settlement Class and administer the Settlement, subject to approval of the Court.

h. "Claims Deadline" means the final time and date by which a Claim must be postmarked or submitted to the Settlement Website in order for a Class Member to be entitled to any of the settlement consideration contemplated by this Agreement. The Claims Deadline shall be ninety (90) days after the Notice Date.

i. "Claim Form" means the form that the Settlement Class Member must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall be reformatted by the Settlement Administrator as needed. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

j. "Class Counsel" refers to Grayson Wells of Stranch, Jennings & Garvey, PLLC and Amina Thomas of CohenMalad LLP.

k. "Class Representative" means Plaintiff Rosalyn Rivera.

l. "Complaint" means the Class Action Complaint filed by Plaintiff in the Action on October 30, 2024 and April 14, 2026.

m. "Court" means the Honorable Candice Adams of the Circuit Court of Illinois, DuPage County or such other Court sitting in its stead.

n. "Credit Monitoring Services" means credit monitoring and identity protection services, or other comparable service, for a period of two (2) years. The service shall include credit monitoring from one (1) credit bureau, access to credit report(s) and identity theft insurance.

o. "Effective Date of Settlement" or "Effective Date" means the date upon which the Settlement in the Action shall become effective and final, and occurs when the Final Judgment, as defined below, has been entered and all times to appeal therefrom have expired if there are objectors who would have standing to appeal with (1) no appeal or other review proceeding having been commenced; or (2) an appeal or other review proceeding having been commenced, and such appeal or other review having been concluded such that it is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been resolved in a manner that affirms the Final Judgment in all material respects.

p. "Extraordinary Out-of-Pocket Losses" means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that is/are: (1) an actual, documented and unreimbursed monetary loss; (2) more likely than not caused by the Incident; (3) occurred on or after August 16, 2023; and (4) is not already covered under one or more of the normal reimbursement categories, and the Settlement Class Member has 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.

q. "Fees Award and Costs" means the reasonable attorneys' fees, costs, and expenses incurred by counsel for Plaintiff and awarded by the Court, not to exceed the amount agreed to by the Parties.

r. "Final Approval Hearing" means the hearing to determine whether the Settlement of the Action should be given final approval and whether the applications of Class Counsel for attorneys' fees, costs and expenses and service awards for the Class Representative should be approved.

s. "Final Judgment" means a judgment entered by the Court, as discussed in Section XIV, below.

t. "Group 1 Alternative Cash Payment" means a payment of Fifty Dollars and Zero Cents ($50.00) to each Group 1 Settlement Class Member who elects to receive this payment in lieu of a claim for Ordinary Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses.

u. "Group 1 Settlement Class Member(s)" means any Person who falls within the definition of the Group 1 Settlement Subclass.

v. "Group 1 Settlement Subclass" means all Settlement Class Members whose U.S. Social Security number(s) was/were potentially compromised as a result of the Incident, as identified by Defendant on the Settlement Class List.

w. "Group 2 Alternative Cash Payment" means a payment of Ten Dollars and Zero Cents ($10.00) to each Group 2 Settlement Class Member who elects to receive this payment in lieu of a claim for Ordinary Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses.

x. "Group 2 Settlement Class Member(s)" means any Person who falls within the definition of the Group 2 Settlement Subclass.

y. "Group 2 Settlement Subclass" means all Settlement Class Members who did not have their U.S. Social Security number(s) potentially compromised as a result of the Incident, but who may have had less sensitive PII potentially compromised, as identified by Defendant on the Settlement Class List.

z. "Group 3 Settlement Class Member(s)" means any Person who falls within the definition of the Group 3 Settlement Subclass.

aa. "Group 3 Settlement Subclass" means all Settlement Class Members whose other potentially private information, but not including their PII, employment information, loan/mortgage information, PHI, and/or U.S. Social Security number(s), was/were potentially compromised as a result of the Incident, as identified by Defendant on the Settlement Class List.

bb. "Incident" means the data incident described in the Complaint discovered by Sirva in or around September 2024.

cc. "Litigation" means all claims and causes of action asserted in the Action, or that could have been asserted, against Sirva and the Released Parties, including any and all appellate rights, as well as any other such actions by and on behalf of any other individuals or putative classes of individuals originating, or that may originate, in the jurisdictions of the United States against Sirva relating to the Incident. The Parties represent that they are unaware of any such actions pending other than the Action.

dd. "Notice" means the Postcard Notice substantially in the form, included within **Exhibit B**, attached hereto, which is to be mailed to Settlement Class Members via U.S.P.S. First Class Mail, subject to approval by the Court. Notice also means the Long Form Notice, included within **Exhibit C**, attached hereto, which is to be made available to the Settlement Class Members on the Settlement Website maintained

by the Settlement Administrator, without material alteration (except where necessary to render it electronically accessible).

ee. "Notice and Administration Expenses" means all of the expenses incurred by the Claims Administrator 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 disbursing the benefits made available under this Settlement to Settlement Class Members. Notice and Administration Expenses also includes all reasonable third-party fees and expenses incurred by the Claims Administration in administering the terms of this Agreement.

ff. "Notice Date" means the first date upon which the Notice is disseminated.

gg. "Notice Deadline" means the last day by which Notice must begin issuing to the Class, and will initially occur thirty (30) days after entry of the Preliminary Approval Order.

hh. "Objection Deadline" means the deadline for objections to the Settlement to be specified in the Notices, which date shall be sixty (60) days from the Notice Date.

ii. "Opt-Out Deadline" means the deadline for requests to opt-out of the Settlement to be specified in the Notices, which date shall be sixty (60) days from the Notice Date.

jj. "Order and Final Judgment" means an order of the Court granting Final Approval of the Settlement and the corresponding Final Judgment. A proposed form of the Order and Final Judgment is included within **Exhibit E**, attached hereto.

kk. "Ordinary Out-of-Pocket Losses" means documented unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Incident. Out-of-Pocket Losses may include, without limitation, the following: (1) costs incurred on or after August 16, 2023, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (2) other miscellaneous expenses incurred related to any Out-of-Pocket Losses, such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs that were incurred on or after August 16, 2023, through the date of the Settlement Class Member's claim submission.

ll. "Participating Settlement Class Member" means a Settlement Class Member who does not submit a valid Request for Exclusion by the Opt-Out Deadline.

mm. "Parties" means (i) Plaintiff, on behalf of herself and the Settlement Class, and (ii) Sirva.

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

oo. "PHI" means protected health information, including but not limited to any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional or an individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

pp. "PII" means personally identifiable information, including but not limited to U.S. Social Security number, driver's license number, state identification card number, or other government-issued identification number, account number, credit card number, or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial information, biometric data, DNA profile, user name or email address in combination with any required security code, and access code or password that would permit access to an online account.

qq. "Plaintiff" means Plaintiff Rosalyn Rivera.

rr. "Preliminary Approval Order" means the proposed order preliminarily approving the Settlement and directing mailed notice to the Settlement Class of the pendency of the Action and of the Settlement, to be entered by the Court. A proposed form of the Preliminary Approval Order is included within **Exhibit D**, attached hereto.

ss. "Private Information" means, collectively, PII, PHI and/or other personal information.

tt. "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 the Releasing Parties had or have that have been or could have been asserted in the Action or that otherwise relate to or arise from the Incident, the operative facts alleged in the Action, including the Complaint and any amendment thereto, the alleged access, disclosure and/or acquisition of Settlement Class Members' Personal Information in the Incident, Sirva's provision of notice to Settlement Class Members following the Data Incident, Sirva's information security policies and practices, or Sirva's maintenance or storage of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

uu. "Released Parties" means Sirva, Sirva's Customers, and each and every of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, lenders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a "Released Party."

vv. "Releasing Parties" means the Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representative, agents, partners, successors, and assigns.

ww. "Request for Exclusion" means a 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, and on or before the Opt-Out Deadline.

xx. "Service Award Payment" means compensation awarded by the Court and paid to the Class Representative in recognition of her role in the Action.

yy. "Settlement" means the settlement reflected by this Agreement.

zz. "Settlement Class" means all Persons whose Private Information was potentially compromised as a result of the Incident. The Settlement Class specifically excludes: (i) the Judge assigned to evaluate the fairness of this Settlement; (ii) Defendant, and its subsidiaries, officers, directors, and assigns; (iii) counsel for the Parties; and (iv) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Incident or who pleads *nolo contendere* to any such charge. The Settlement Class includes the Group 1 Settlement Subclass, Group 2 Settlement Subclass, and Group 3 Settlement Subclass.

aaa. "Settlement Class List" means the list generated by Sirva containing the full names and current or last known addresses for Settlement Class Members, which Sirva shall provide to the Claims Administrator within fourteen (14) days of the Preliminary Approval Order. The Settlement Class List shall include information as to whether each Settlement Class Member is a Group 1 Settlement Subclass Member, Group 2 Settlement Subclass Member or Group 3 Settlement Subclass Member.

bbb. "Settlement Class Member" means any Person who falls within the definition of the Settlement Class, and includes the Group 1 Settlement Subclass Member(s), Group 2 Settlement Subclass Member(s), and Group 3 Settlement Subclass Member(s).

ccc. "Settlement Payment" or "Settlement Check" means the payment to be made via mailed check or electronic payment to a Participating Settlement Class Member who has submitted an Approved Claim

ddd. "Settlement Website" means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for a Fee Award and Costs and/or Service Award Payment(s), and the Complaint. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The toll-free number must include an option for Settlement Class Members to reach a live agent through which they can obtain their Class Member ID and/or learn whether they are a Settlement Class Member. If the cost of such live agents is unreasonable, the Parties may choose to instead include a link to procure the same information on the Settlement Website by completing an online form. 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.

eee. "Sirva" or "Defendant" means Defendant Sirva Relocation, LLC.

fff. "Sirva's Counsel" or "Defendant's Counsel" means Joseph Salvo and John Mills of Gordon Rees Scully Mansukhani, LLP.

ggg. "Sirva's Customers" means each and every entity that directly or indirectly provided Settlement Class Members' Private Information to Sirva that was subject to unauthorized access or acquisition as a result of the Incident.

hhh. "Unknown Claims" means any of the Released Claims that any Settlement Class Members, including the Class Representative, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties 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 not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released 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, right, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by 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, including the Class Representative, 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, but the Class Representative expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Final Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all of the Released Claims. The Parties acknowledge, and 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 TO CLASS

Subject to the terms of this Agreement, Sirva shall make available the following benefits (none of which are mutually exclusive) to Participating Settlement Class Members who have submitted Approved Claims:

12. **Ordinary Out-of-Pocket Losses Reimbursement:** Participating Settlement Class Members who suffered Ordinary Out-of-Pocket Losses fairly traceable to the Incident, and timely submit a claim supported by reasonable documentation of their claim, will be eligible for a payment of up to Five Hundred Dollars and Zero Cents ($500.00), but not more than the documented loss proven.

a. Participating Settlement Class Members who elect to submit a claim for Ordinary Out-of-Pocket Losses Reimbursement must provide the Settlement Administrator with the information required to evaluate the claim, including: (1) the Participating Settlement Class Member's name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Participating Settlement Class Member has been reimbursed for the loss by another source. The Participating Settlement Class Member's description must be sufficiently detailed to identify the specific expenses being claimed. If multiple expenses are being claimed, the Participating Settlement Class Member must make clear how the total amount claimed was arrived at.

b. Documentation supporting Ordinary Out-of-Pocket Losses may include receipts or other documentation that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity to or support to other

submitted documentation. Ordinary Out-of-Pocket Losses that are compensated under this Settlement Agreement are those that are reasonable and customarily incurred when responding to the type of fraud or identity theft suffered by the Participating Settlement Class Member from the Incident and which occurred on or after August 16, 2023.

c. No Participating Settlement Class Member shall be eligible for reimbursement of Ordinary Out-of-Pocket Losses if they have been reimbursed for these Ordinary Out-of-Pocket Losses through another source, including, without limitation, any credit card, or credit monitoring/identity protection or financial service/insurance.

d. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Ordinary Out-of-Pocket Losses reflects losses incurred, are valid claims and are fairly traceable to the Incident based upon, including but not limited to, the timing of the loss and the type of information used to commit identity theft or fraud and whether that information is fairly traceable to the Incident. The Settlement Administrator may contact Participating Settlement Class Members to seek clarification regarding submitted claims prior to determining their validity.

e. In no event shall an Approved Claim for reimbursement of Ordinary Out-of-Pocket Losses exceed Five Hundred and Zero Cents ($500.00).

13. **Extraordinary Out-of-Pocket Losses Reimbursement:** Participating Settlement Class Members who suffered Extraordinary Out-of-Pocket Losses fairly traceable to the Incident, and timely submit a claim supported by reasonable documentation of their claim, will be eligible for a payment of up to Four Thousand Dollars and Zero Cents ($4,000.00), but not more than the documented loss proven.

a. Participating Settlement Class Members who elect to submit a claim for Reimbursement of Extraordinary Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Participating Settlement Class Member's name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Class Member has been reimbursed for the loss by another source. The Participating Settlement Class Member's description must be sufficiently detailed to identify the specific losses being claimed. If multiple losses are being claimed, the Participating Settlement Class Member must make clear how the total amount claimed was arrived at.

b. Documentation supporting Extraordinary Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Participating Settlement Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

If the Participating Settlement Class Member includes bank statements as evidence, they must make clear which transactions are being claimed as the extraordinary out-of-pocket loss(es), and such bank statements must be accompanied by documentation supporting that the transactions were fraudulent. This may include a police report; a letter from the relevant bank noting that the Participating Settlement Class Member asserted that the transactions were fraudulent but that the bank did not reimburse the loss; and/or other types of evidence reasonably establishing that the transactions were completed as a result of third-party fraud.

c. The Settlement Administrator shall have the sole discretion and authority to determine whether the claim for Extraordinary Out-of-Pocket Losses, including whether and to what extent documentation for Extraordinary Out-of-Pocket Losses reflects losses incurred, are valid claims and are fairly traceable to the Data Incident based upon, including but not limited to, the timing of the loss and the type of information used to commit identity theft or fraud and whether that information is fairly traceable to the Data Incident. The Settlement Administrator may contact Participating Settlement Class Members to seek clarification regarding submitted claims prior to determining their validity.

d. Additionally, in determining whether a claim for Extraordinary Out-of-Pocket Losses is valid, the Settlement Administrator must determine that: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Incident; (3) the loss occurred on or after August 16, 2023; (4) the loss is not already covered by one or more of the normal reimbursement categories provided under this Settlement Agreement; and (5) the Participating Settlement Class Member has made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the benefits made available to the Participating Settlement Class Member under any applicable credit card, credit monitoring/identity protection or financial service(s). The Settlement Administrator may contact Participating Settlement Class Members to seek clarification regarding submitted claims prior to determining their validity.

e. In no event shall an Approved Claim for reimbursement of Extraordinary Out-of-Pocket Losses exceed Four Thousand Dollars and Zero Cents ($4,000.00).

14. **Credit Monitoring Services:** Participating Settlement Class Members can elect to enroll in Credit Monitoring Services. Participating Settlement Class Members must affirmatively request Credit Monitoring Services by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Participating Settlement Class Member or, if they do not have an email address, mailed to the address provided on the claim form.

15. **Group 1 Alternative Cash Payment:** In lieu of filing a claim for reimbursement of Ordinary Out-of-Pocket Losses and Extraordinary Out-of-Pocket Losses under Paragraphs 12-13 above, Participating Group 1 Settlement Subclass Members may make a claim to receive an Alternative Cash Payment in the amount of Fifty Dollars and Zero Cents ($50.00).

a. The Settlement Administrator shall verify that each person who submits a Claim Form for an Alternative Cash Payment is a Participating Group 1 Settlement Subclass Member. A Participating Group 1 Settlement Subclass Member shall not be required to submit any documentation or additional information in support of their claim for an Alternative Cash Payment. However, the Claim Form must clearly indicate that the Participating Group 1 Settlement Subclass Member is electing to claim the Alternative Cash Payment in lieu of a claim for reimbursement of Ordinary Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses.

b. The Settlement Administrator may contact Participating Group 1 Settlement Subclass Members to seek clarification regarding submitted claims prior to determining their validity. In the event of any ambiguities in the Claim Form, the Settlement Administrator must contact the Participating Group 1 Settlement Subclass Member prior to making a determination as to its validity and, specifically, whether the Participating Group 1 Settlement Subclass Member wishes to file a claim for an Alternative Cash Payment or a claim for reimbursement of Ordinary Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses.

c. Group 2 Settlement Subclass Members shall be eligible to make a claim for a Group 2 Alternative Cash Payment as set forth in Paragraph 16 below. Group 3 Settlement Subclass Members shall not be eligible to file a claim for a Group 1 Alternative Cash Payment or Group 2 Alternative Cash Payment.

16. **Group 2 Alternative Cash Payment:** In lieu of filing a claim for reimbursement of Ordinary Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses under Paragraphs 12-13 above, Participating Group 2 Settlement Subclass Members may make a claim to receive an Alternative Cash Payment in the amount of Ten Dollars and Zero Cents ($10.00).

a. The Settlement Administrator shall verify that each person who submits a Claim Form for an Alternative Cash Payment is a Participating Group 2 Settlement Subclass Member. A Participating Group 2 Settlement Subclass Member shall not be required to submit any documentation or additional information in support of their claim for an Alternative Cash Payment. However, the Claim Form must clearly indicate that the Participating Group 2 Settlement Subclass Member is electing to claim the Alternative Cash Payment in lieu of a claim for reimbursement of Ordinary Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses.

b. The Settlement Administrator may contact Participating Group 2 Settlement Subclass Members to seek clarification regarding submitted claims prior to determining their validity. In the event of any ambiguities in the Claim Form, the Settlement Administrator must contact the Participating Group 2 Settlement Subclass Member prior to making a determination as to its validity and, specifically, whether the Participating Group 2 Settlement Subclass wishes to file a claim for an Alternative Cash Payment or a claim for reimbursement of Ordinary Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses.

c. Group 1 Settlement Subclass Members shall be eligible to make a claim for a Group 1 Alternative Cash Payment as set forth in Paragraph 15 above. Group 3 Settlement Subclass Members shall not be eligible to file a claim for a Group 1 Alternative Cash Payment or Group 2 Alternative Cash Payment.

17. For clarity, if the Settlement Administrator determines that the Participating Settlement Class Member has not sufficiently supported their claims for ordinary or extraordinary out-of-pocket expenses or losses even after the deficiency process, the Settlement Administrator shall default the Participating Settlement Class Member to the Alternate Cash Payment appropriate to the Participating Settlement Class Member's group, given that the filing of the claim form itself evidenced an intent to participate in the Settlement.

IV. CONFIRMATORY DISCOVERY

18. Within thirty (30) days of the Preliminary Approval Order, Sirva will provide reasonable access to confidential confirmatory discovery regarding the changes and improvements that have been made or are being made to further protect Settlement Class Members' Private Information, including the estimated costs associated with the change(s) and improvement(s), together with the estimated cost(s) of such changes and improvements. The information provided by Sirva under this Paragraph shall be treated as confidential and cannot be used for any purpose other than enforcement of this Settlement Agreement. If the Court requires the Parties to file the declaration, the Parties will jointly request leave to file the declaration under seal. Nothing about this Paragraph shall create any rights to any present or future contractual or equitable remedy on behalf of any Settlement Class Member(s).

V. STIPULATED CLASS ACTION SETTLEMENT CERTIFICATION

19. Only for purposes of effectuating the Settlement, Class Representative, Class Counsel, and Sirva agree and stipulate to certification of the Settlement Class as defined in this Agreement. Class Representative, Class Counsel, and Sirva further agree and stipulate that, subject to Court approval, Class Counsel shall act as counsel for the Settlement Class.

20. Such agreement and stipulation to certification of the Settlement Class and appointment of Class Counsel is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the effective date. Should such events not occur or in the event this Agreement is terminated for any reason, Sirva reserves the right to object to class certification *de novo*. This Agreement shall have no precedential effect with regard to any motion for certification of a litigation class that may be filed if this matter is not fully and completely resolved through this settlement effort. This Agreement shall have no precedential effect with regard to any other lawsuit against Sirva that may be pending now or in the future, other than in a proceeding seeking to enforce this Agreement.

21. Class Representative, Class Counsel, and Sirva agree and stipulate that the Settlement should be approved by the Court, and that the Court should make a determination that the Settlement is fair, reasonable, and adequate, and made in good faith. Class Counsel shall bear the expenses and responsibility for taking all necessary measures to obtain Court approval,

including, without limitation, preparing and filing all papers with the Court necessary for obtaining such approval, and following the required procedures for a good faith determination.

22. Class Representative, Class Counsel, and Sirva agree and stipulate that the Parties shall timely submit the motions for Preliminary and Final Approval of the Parties' Settlement to the Court. Consistent with the terms of this Agreement and notwithstanding the rights of the Parties to terminate this Agreement as set forth herein, the Parties and their counsel agree to cooperate and use their reasonable best efforts, including all steps and efforts contemplated by this Agreement and any other reasonable steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Agreement.

VI. RELEASE

23. Upon the Effective Date, and without any further action, for good and valuable consideration the adequacy of which is hereby acknowledged, each Releasing Party shall be deemed to have fully, finally, and forever released, relinquished, and discharged any and all Released Claims against each and every one of the Released Parties, and shall forever be barred and enjoined, without the necessity of any of the Released Parties posting a bond, from commencing, instituting, prosecuting, or maintaining any of the Released Claims. Upon the Effective Date, and without any further action, Class Representatives further agree not to knowingly and voluntarily assist in any way any third party in commencing or prosecuting any suit against the Released Parties related to any Released Claim. The Released Claim(s) include the release of Unknown Claims. It is further agreed that this Settlement may be pleaded as a complete defense to any proceeding subject to this Paragraph.

VII. ADMINISTRATION OF THE SETTLEMENT AND CLASS NOTICE

24. The Claims Administrator shall provide notice to the Settlement Class Members and administer the Settlement under the Parties' supervision and subject to the exclusive jurisdiction of this Court.

25. No later than fourteen (14) days after entry of the Preliminary Approval Order, Sirva shall provide the Settlement Class List to the Claims Administrator. The Settlement Class List shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided for in this Agreement, or to provide all data and information in its possession to the Parties upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Settlement Class List.

26. Dissemination of the Notice shall be accomplished by the Claims Administrator and the Claims Administrator shall comply with the following:

a. National Change of Address Search: The Claims Administrator shall cross-check the Settlement Class against the National Change of Address directory to ensure the most recent and accurate addresses are used to disseminate the Notice. Upon

receipt of any notice of address or forwarding address, the Claims Administrator shall re-mail any Notice so returned with a forwarding address.

b. Settlement Website: Prior to the dissemination of the Notice, the Parties agree to direct the Claims Administrator to create the Settlement Website. The Settlement Website will include the information in the Notice, access to relevant publicly available court documents relating to the Action and provide Participating Settlement Class Members with the ability to make Claims for other Class benefits, and allow Participating Settlement Class Members to submit documents to supplement or cure deficient Claims.

c. Settlement Toll-Free Number: The Claims Administrator shall establish and maintain a toll-free telephone number with information relevant to this Settlement.

d. Either through the Toll-Free Number or through the Settlement Website, the Settlement Administrator must make available a mechanism for individuals to either speak to a live human or submit an electronic request to obtain their Class Member ID or otherwise determine whether they are a Settlement Class Member and what Group they are a member of.

e. First Class Mail Notice: Within thirty (30) days of the Preliminary Approval order, the Claims Administrator shall commence the dissemination of the Notice. Notice shall be given by U.S.P.S. mail.

27. The administration of the Settlement is defined as the approval of the form of notice program and all related forms; initial mailing of the Notice; creation and maintenance of Settlement Website; administration and coordination of the mailing and distribution of codes for Credit Monitoring Services and/or Settlement Payments after final approval of Settlement; day-to-day administration of the Settlement, including responding to Settlement Class Member inquiries; delivery to the Parties of any requests for opt-outs or objections; communication to the Parties about any issues that may arise; and the preparation of an Affidavit of Fairness of the Notice Program to be submitted to the Court with the Motion for Final Approval.

28. The notice program shall be designed to provide for maximum clarity and ease of Claim submission. Claims may be made by submitting a paper claim for by mail or by filling out an online claim form to be developed by the Claims Administrator.

29. The Claims Administrator shall inform Class Counsel and Defendant's Counsel regarding all material aspects of the claims process including Claims made, Claims accepted, Claims rejected, and all substantive communications with Settlement Class Members.

30. Settlement Payments and codes for Credit Monitoring Services for Approved Claims shall be issued, mailed or emailed after the Effective Date and within thirty (30) days of the Effective Date and/or thirty (30) days of the date that the Claim is approved, whichever is latest.

31. The total financial responsibility of Defendant and the Released Parties for payment of Approved Claims for Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses, Group 1 Alternative Cash Payment(s), Group 2 Alternative Cash Payment(s), as well as Notice and Administration Expenses and any taxes and tax related expenses in connection with any of the foregoing or this Settlement (collectively, the "Aggregate Cap Costs"), shall not exceed the Aggregate Cap. In the event the total financial responsibility of Defendant and/or the Released Parties for the Aggregate Cap Costs exceeds the Aggregate Cap, the costs shall be reduced *pro rata* as set forth in Paragraph 31 of this Settlement Agreement.

32. Pro Rata Contingencies.

a. If, after payment of the costs of Notice and Administration Expenses and any taxes and tax related expenses in connection with this Settlement, the funds required to make payment for Approved Claims for Ordinary Out-of-Pocket Losses exceeds the Aggregate Cap, then the value of the payments for Approved Claims for Ordinary Out-of-Pocket Losses shall be reduced on a pro rata basis, such that the aggregate value of all payments as set forth in this Paragraph 31(a) do not exceed the Aggregate Cap. In such an event, there will be no payments made for Approved Claims for Extraordinary Out-of-Pocket Losses, Group 1 Alternative Cash Payment(s), or Group 2 Alternative Cash Payment(s).

b. If, after payment of the costs of Notice and Administration Expenses and any taxes and tax related expenses in connection with this Settlement, and the payment of Approved Claims for Ordinary Out-of-Pocket Losses, the funds required to make payment for Approved Claims for Extraordinary Out-of-Pocket Losses exceeds the Aggregate Cap, then the value of the payments for Approved Claims for Extraordinary Out-of-Pocket Losses shall be reduced on a pro rata basis, such that the aggregate value of all payments as set forth in this Paragraph 31(b) do not exceed the Aggregate Cap. In such an event, there will be no payments made for Group 1 Alternative Cash Payment(s) or Group 2 Alternative Cash Payment(s).

c. If, after payment of the costs of Notice and Administration Expenses and any taxes and tax related expenses in connection with this Settlement, the payment of Approved Claims for Ordinary Out-of-Pocket Losses, and the payment of Approved Claims for Extraordinary Out-of-Pocket Losses, the funds required to make payment for Approved Claims for Group 1 Alternative Cash Payment(s) exceeds the Aggregate Cap, then the value of the payments for Approved Claims for Group 1 Alternative Cash Payment(s) shall be reduced on a pro rata basis, such that the aggregate value of all payments as set forth in this Paragraph 31(c) do not exceed the Aggregate Cap. In such an event, there will be no payments made for Approved Claims for Group 2 Alternative Cash Payment(s).

d. If, after payment of the costs of Notice and Administration Expenses and any taxes and tax related expenses in connection with this Settlement, the payment of Approved Claims for Ordinary Out-of-Pocket Losses, the payment of Approved Claims for Extraordinary Out-of-Pocket Losses, and the payment of Approved Claims for Group 1 Alternative Cash Payment(s), the funds required to make payment for Approved Claims for Group 2 Alternative Cash Payment(s) exceeds the Aggregate Cap, then the value of the payments for Approved Claims for Group 2 Alternative Cash Payment(s) shall be reduced on a pro rata basis, such that the aggregate value of all payments as set forth in this Paragraph 31(d) do not exceed the Aggregate Cap.

33. Negotiating a Settlement Payment is a condition precedent to any Participating Settlement Class Member's right to receive Settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within 90 days of its date, after which time it is void." If a check and/or payment becomes void, the Participating Settlement Class Member shall have an additional thirty (30) days after the date the check and/or payment becomes void to request re-issuance. If no request for re-issuance is made within this period, the Participating Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Sirva shall have no obligation to make payments to the Participating Settlement Class Member for the Settlement benefits or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void, except for good cause as determined by the Claims Administrator in its professional judgment.

34. Activating the code(s) for Credit Monitoring Services is a condition precedent to any Participating Settlement Class Member's right to receive Credit Monitoring. All code(s) for Credit Monitoring Services shall be void ninety (90) days after issuance. If a code for Credit Monitoring Services becomes void, the Participating Settlement Class Member shall have an additional thirty (30) days after the date the code becomes void to request re-issuance. If no request for re-issuance is made within this period, the Participating Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement benefits under Paragraph 16, the Settlement Class Member's right to receive Credit Monitoring Services shall be extinguished, and Sirva shall have no obligation to provide Credit Monitoring Services to the Participating Settlement Class Member or any other type of relief. The same provisions shall apply to any re-issued code(s). For any code(s) that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such code(s) become void, except for good cause as determined by the Claims Administrator in its professional judgment.

35. If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Payment(s) and/or code(s) for Credit Monitoring Services, as applicable, to the Participating Settlement Class Member's estate upon receiving proof that the Participating Settlement Class Member is deceased and after consultation with Class Counsel and Defendant's Counsel.

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

37. No Person shall have any claims against the Claims Administrator, Class Representative, Class Counsel, Sirva, and/or Sirva's Counsel based on distribution of benefits to Settlement Class Members. Nothing contained herein shall be deemed a release of any claim

against the Claims Administrator for its breach of fulfilling its duties due under its administration obligations.

38. The Parties, Class Counsel, Sirva's Counsel and the Released Parties 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 claims made or benefits available pursuant to this Agreement; (iii) the formulation, design or terms of the disbursement of the claims made or benefits available pursuant to this Agreement; and (iv) the determination, administration, calculation or payment of any claims made pursuant to this Agreement.

39. The Settlement Administrator shall defend, indemnify and hold harmless the Parties, Class Counsel, Sirva's Counsel and the Released Persons for (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 claims made or benefits available pursuant to this Agreement; (iii) the formulation, design or terms of the disbursement of the claims made or benefits available pursuant to this Agreement; and (iv) the determination, administration, calculation or payment of any claims made pursuant to this Agreement.

VIII. OPT-OUT AND OBJECTION PROCEDURES

40. Under the procedure set forth in the Notice, Settlement Class Members have the right and ability to submit a Request for Exclusion and exclude themselves from the Settlement Class as set forth in the Preliminary Approval Order. In order to validly be excluded from the Settlement, the Settlement Class Member must send a letter to the Claims Administrator postmarked no later than the Opt-Out Date. 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 his or herself from the Settlement and will be bound by the Settlement as a Participating Settlement Class Member, regardless of whether such individual files a Claim for benefits under this Settlement.

41. The Claims Administrator shall cause copies of Requests for Exclusion from Settlement Class Members to be provided to Class Counsel and Defendant's Counsel as they are received. No later than ten (10) days after the Opt-Out Date, the Claims Administrator shall provide Class Counsel and Defendant's Counsel a complete and final list of all known Settlement Class Members who have excluded themselves from the Settlement. Class Counsel shall provide this information to the Court before the Final Fairness Hearing.

42. Within ten (10) days after receipt of the list of all known Settlement Class Members who have excluded themselves from the Settlement, provided that there have been more than fifty (50) Opt-Outs (exclusion), Sirva may, by notifying Class Counsel in writing, void this Agreement.

If Sirva voids the Agreement pursuant to this Paragraph, Sirva shall be obligated to pay all Notice and Administration Expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and service awards.

43. The Notice will inform the Settlement Class Members that they may submit a written objection to the Settlement Administrator postmarked no later than the Objection Date. To be valid, an objection must state: (a) the name of the proceedings; (b) the Settlement Class Member's full name, address, telephone number (if any), and email address (if any); (c) information identifying the objector as a Settlement Class Member; (d) a written statement of all grounds for the objection, accompanied by any legal support or documentation the objector cares to submit; (e) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (f) the identity of all lawyers (if any) representing the objector; (g) a statement of whether the objector or his/her attorneys intends to appear at the Final Fairness Hearing; (h) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection; (i) 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 (j) the objector's signature.

44. The Notice will further inform Settlement Class Members that to be considered timely, any valid objection in the appropriate form must be filed with the Clerk of the Circuit Court of Illinois, DuPage County no later than the Objection Date. The Notice will also inform Settlement Class Members that they must mail a copy of their objection to the Settlement Administrator, Class Counsel and Defendant's, postmarked no later than the Objection Date. The Notice must set forth the time and the place of the Final Fairness Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Section waives the right to object or be heard at the Final Fairness Hearing and shall forever be barred from making any objection to the Settlement.

IX. DISPUTE RESOLUTION FOR CLAIMS

45. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether a Claim is a valid and complete claim and should be approved under the terms of this Agreement (collectively, "Complete and Plausible"). The Claims Administrator may, at any time, request from the Participating Settlement Class Member, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the Claim ("Claim Supplementation"), e.g., documentation requested on the Claim Form, information regarding the claimed Ordinary Out-of-Pocket Losses and/or Extraordinary Out-of-Pocket Losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

46. The Claims Administrator's initial review will be limited to a determination of whether the Claim is Complete and Plausible. For any such Claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those Claims to counsel for the Parties. If Class Counsel and Defendant's Counsel agree that the Claimant's Claim is Complete and Plausible, then the Claim shall be paid. If the Parties agree that the Claim is incomplete and/or implausible, it shall be denied. If the Parties do not agree, after meeting and conferring, then the

Claim shall be referred to a mediator pursuant to agreement between the Parties (the "Claims Referee"), for resolution.

47. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the Claim is Complete and Plausible, the Claims Administrator shall request Claim Supplementation and give the Claimant twenty-one (21) days to cure the defect before rejecting the Claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such claim form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the 30-day period, the Claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the deadline in which to comply; however, in no event shall the deadline be extended to later than one year from the Effective Date. If the defect is not cured, then the Claim will be deemed invalid and there shall be no obligation to pay the Claim.

48. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have seven (7) days to accept, in whole or lesser amount, or reject each Claim. If, after review of the Claim and all documentation submitted by the Claimant, the Claims Administrator determines that such a Claim is Complete and Plausible, then the Claim shall be paid. If the Claim is not Complete and Plausible because the Claimant has not provided all information needed to complete the claim form and evaluate the Claim, then the Settlement Administrator may reject the Claim. However, if the Settlement Administrator determines that a Claim for Ordinary Out-of-Pocket Losses and/or Extraordinary Out-of-Pocket Losses submitted by a Group 1 Settlement Subclass Member or Group 2 Settlement Subclass Member is not Complete and Plausible, the Settlement Administrator shall convert the Claim to the appropriate Group 1 Alternative Cash Payment or Group 2 Alternative Cash Payment, as applicable (this provision shall not apply to Group 3 Settlement Subclass Member(s)). If the Claim is rejected in whole or in part, for other reasons, then the Claim shall be referred to counsel for the Parties. If Class Counsel and Defendant's Counsel agree that the Claimant's Claim is incomplete and/or implausible then no further action shall be taken. If the Parties agree that the Claimant's Claim is Complete and Plausible then the Claim shall be paid. If the Parties do not agree, after meeting and conferring, then the Claim shall be referred to the Claims Referee for resolution. Once a final determination regarding a Claim has been made, notice will be sent to the Claimant by the Claims Administrator regarding whether the Claim has been accepted, in whole or lesser amount, or rejected.

49. Participating Settlement Class Members shall have ten (10) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Participating Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have seven (7) days to reconsider its initial adjustment amount and make a final determination. If the Claimant approves the final determination, then the approved amount shall be the amount to be paid. If the Claimant does not approve the final determination within ten (10) days, then the dispute will be submitted to the Parties within an additional ten (10) days.

50. If any dispute cannot be resolved by the Parties and is submitted to the Claims Referee, the Claims Referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days. Alternatively, the Claims Referee may make any other final determination of the dispute or request further supplementation of a Claim within thirty (30) days. The Claims Referee's determination shall be based on whether the Claims Referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Incident. The Claims Referee shall have the power to approve a Claim in full or in part. The Claims Referee's decision will be final and non-appealable. Any Claimant referred to the Claims Referee shall reasonably cooperate with the Claims Referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the Claims Referee to verify the Claim through third party sources, and failure to cooperate shall be grounds for denial of the Claim in full. The Claims Referee shall make a final decision within thirty (30) days of receipt of all supplemental information requested.

X. NOTICE AND ADMINISTRATION EXPENSES

51. All costs of notice and administration, including without limitation, the fees and expenses of the Claims Administrator and Claims Referee, shall be paid separately by Sirva directly to the Claims Administrator, Claims Referee, or other party.

XI. ATTORNEYS' FEES, COSTS, EXPENSES AND INCENTIVE AWARDS

52. Plaintiffs will move the Court for a Fee Award and Costs not to exceed Three Hundred Twenty-Five Thousand Dollars and Zero Cents ($325,000.00), which Sirva will not oppose.

53. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Class Counsel and any other attorney(s) for Plaintiffs. Sirva and the Released Parties shall have no liability or any other responsibility for allocation of any such attorneys' fees and costs.

54. Plaintiff will also move the Court for an order awarding Service Award Payment not to exceed Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00), which Sirva will not oppose.

55. Any Fee Award and Costs and Service Awards awarded by the Court shall be paid within thirty (30) days after the Effective Date of Settlement or Defendant's Counsel's receipt of a completed IRS Form W-9 for Class Counsel and Plaintiff, whichever is later.

56. The amount(s) of any Fee Award and Costs and/or Service Award Payment are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Class Counsel will file an application for Fee Award and Costs and Service Award Payment fourteen (14) days before the opt-out and objection deadlines.

57. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of Fee Award and Costs and/or Service Award Payment ordered by the Court to Class Counsel or the Class Representative shall affect whether the Settlement becomes effective and final or constitute grounds for cancellation or termination of this Settlement Agreement, except that the payment of the attorneys' fees, costs, and expenses, as agreed to in this Section, will not be paid until any appeal or other review proceeding regarding the attorneys' fees, costs, and expenses has been resolved.

XII. PRELIMINARY APPROVAL OF SETTLEMENT

58. Within ten business days ten (10) days after the execution of the Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court and file a Motion for Preliminary Approval of the Settlement with the Court requesting entry of the Preliminary Approval Order attached to Plaintiff's Motion for Preliminary Approval, which is attached hereto as Exhibit D, requesting, *inter alia*:

a. Certification of the Settlement Class for settlement purposes only;
b. Preliminary approval of the Settlement Agreement as set forth herein;
c. Appointment of Class Counsel as counsel for the Settlement Class;
d. Appointment of Class Representative as representative for the Settlement Class;
e. Approval of the form and content of the Notice as contemplate by this Agreement;
f. Appointment of a Claims Administrator as jointly agreed by the Parties.

59. Class Counsel shall provide Sirva's Counsel with a draft of the Motion for Preliminary Approval before filing and provide the opportunity to review and comment. Sirva and Sirva's Counsel shall cooperate with Class Counsel to obtain preliminary approval of the Settlement consistent with the terms herein.

XIII. FINAL JUDGMENT

60. If the Preliminary Approval Order is entered by the Court, Class Counsel will move the Court, within the time frames contemplated by the Preliminary Approval Order, for entry of a Order and Final Judgment, substantially similar to the form attached hereto as **Exhibit E**.

61. Class Counsel shall provide Sirva's Counsel with a draft of the Motion for Final Approval before filing and provide the opportunity to review and comment. Sirva and Sirva's Counsel shall cooperate with Class Counsel to obtain final approval of the Settlement consistent with the terms herein.

XIV. TERMINATION

62. The Parties shall each have the right to terminate this Agreement by providing written notice of their election to do so to each other within seven (7) days of: (1) the Court declining to enter the Preliminary Approval Order in a form materially consistent with this Agreement and indicating that it would not enter a Preliminary Approval if the Parties make revisions that were materially consistent with this Agreement; (2) the Settlement Court declining

to enter an Order and Final Judgment in a form materially consistent with this Agreement (other than determining, in the Settlement Court's sole discretion, the amount of the attorneys' fees and expenses award and service awards in accordance with this Agreement) and indicating that it would not enter an Order and Final Judgment if the Parties make revisions that were materially consistent with this Agreement; (3) the date upon which the Order and Final Judgment is modified or reversed in any material respect by any appellate court, which indicates that the Settlement cannot be approved if the Parties make revisions that are materially consistent with this Agreement (except with respect to the amount of the attorneys' fees and expenses or service awards); (4) Sirva's receipt of more than fifty (50) Opt-Outs (exclusions) after the Opt-Out Deadline from the Settlement Administrator, which right may be exercised solely by Sirva as set forth in this Agreement; or (5) the mutual agreement of Plaintiffs and Sirva to terminate this Agreement. If an option to terminate this Agreement arises under this Paragraph, no Party is required for any reason or under any circumstance to exercise that option. Notwithstanding any statement in this Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order on Plaintiff's application for Fee Award and Costs and/or Service Award Payments shall constitute grounds for cancellation or termination of the Agreement.

63. In the event any of the parties exercise the right to termination, then (a) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to 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.

XV. NO ADMISSION OF WRONGDOING OR LACK OF MERIT

64. The terms of this Settlement (whether the Settlement becomes final or not), the negotiations leading up to this Settlement, the fact of the Settlement, and the proceedings taken pursuant to the Settlement, shall not: (a) be construed as an admission of liability or an admission of any claim or defense on the part or any Party, in any respect; (b) form the basis for any claim of estoppel by any third-party against any of the Released Parties; or (c) be admissible in any action, suit, proceeding, or investigation as evidence, or as an admission of any wrongdoing or liability whatsoever by any Party, or as evidence of the truth of any of the claims or allegations contained in the Complaint.

XVI. MISCELLANEOUS PROVISIONS

65. This Agreement, including the exhibits hereto, contains an entire, complete, and integrated statement of each and every term and provision agreed to by and between the Parties hereto, and supersedes any prior oral or written agreements and contemporaneous oral agreements among the Parties. All the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

66. The Parties to the Settlement intend and agree that the Settlement is a final and complete resolution of all disputes related to the Action by the Class Representative and the Participating Settlement Class Members.

67. The Parties agree that the benefits provided herein and the other terms of the Settlement were negotiated at arm's length in good faith by the Parties to the Settlement with the assistance of an experienced and independent mediator and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

68. 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. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

70. 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.

71. The Settlement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to the Settlement shall exchange among themselves original signed counterparts. Electronically transmitted signatures are valid signatures as of the date thereof.

72. The construction, interpretation, operation, effect, and validity of the Settlement, and all documents necessary to effectuate it, shall be governed by the laws of the State of Illinois. The Parties understand and agree that any disputes arising out of the Settlement shall be governed and construed by and in accordance with the laws of the State of Illinois.

73. The Settlement shall not be construed more strictly against one Party to the Settlement than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that the Settlement is the result of arm's-length negotiation between the Parties to the Settlement, and all Parties to the Settlement have contributed substantially and materially to the preparation of the Settlement.

74. Any and all counsel and Parties to the Settlement who execute the Settlement and any of the exhibits hereto, or any related Settlement documents, represent that they have reviewed and understand those documents and have the full authority to execute the Settlement, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement to effectuate its terms.

75. Plaintiff represents and warrants that she has not assigned or transferred any interest in the Action, which is the subject of this Agreement, in whole or in part. Plaintiff acknowledges that she has been represented by counsel of their choosing in the Action and the negotiation and execution of this Agreement, that she fully understands this Agreement, and that she has had a reasonable and sufficient opportunity to consult with counsel before executing this Agreement.

76. The provisions of this Agreement, and any orders, pleadings or other documents entered in furtherance of this Agreement, may be offered or received in evidence solely (i) to enforce the terms and provisions hereof or thereof, (ii) as may be specifically authorized by a court of competent jurisdiction after hearing upon application of a Party hereto, (iii) in order to establish payment or a defense in a subsequent case, including res judicata, or (iv) to obtain Court approval of this Agreement.

77. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

78. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision if the Parties mutually elect to proceed as if such invalid, illegal or unenforceable provision had never been included in the Agreement.

79. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

80. 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.

81. Sirva may communicate with the Settlement Class Members in the ordinary course of its business. Sirva will refer inquiries regarding this Agreement and the administration of the Settlement to the Settlement Administrator and/or Class Counsel.

IN WITNESS WHEREOF, the Parties have, through their respective counsel, executed this Settlement Agreement as of the date first written above.

(remainder of page intentionally left blank)

Docusign Envelope ID: 4472AE32-1E0C-896C-808E-0EEEEB14A3BC

SIGNATURES OF THE PARTIES

ROSALYN RIVERA

Dated: _____

_____

COHENMALAD, LLP

Dated: 6-10-2026

_____

BY: Amina Thomas

TITLE: Partner

STRANCH, JENNINGS & GARVEY, PLLC

Dated: June 10, 2026

_____

BY: R. Grayson Wells

TITLE: Partner

SIRVA RELOCATION, LLC

Dated: June 5, 2026

Signed by:
Jim Shepherd
67B202BB88C64AD...

BY: Jim Shepherd

TITLE: EVP, Chief Financial Officer

SIGNATURES OF THE PARTIES

ROSALYN RIVERA

Dated: 06/10/2026

Rosalyn Rivera

Rosalyn Rivera (06/10/2026 18:42:49 PDT)

_____

COHENMALAD, LLP

Dated: _____

_____

BY: Amina Thomas

TITLE: Partner

STRANCH, JENNINGS & GARVEY, PLLC

Dated: _____

_____

BY: Grayson Wells

TITLE: Partner

SIRVA RELOCATION, LLC

Dated: _____

_____

BY: _____

TITLE: _____

Docusign Envelope ID: 4472AE32-1E0C-896C-808E-0EEEEB14A3BC

GORDON REES SCULLY MANSUKHANI, LLP
(AS TO FORM ONLY)

Dated: June 5, 2026

DocuSigned by:
2EC99E5F4B0647B...

BY: John T. Mills

TITLE: Partner

EXHIBIT A

CLAIM FORM AND RELEASE

CIRCUIT COURT OF ILLINOIS, DUPAGE COUNTY

Rosalyn Rivera, individually and on behalf of all others similarly situated v. Sirva Relocation, LLC

Case No. 2026CH000111

Sirva Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

XXX-XXX-XXXX
info@[SettlementWebsite].com
www.[SettlementWebsite].com

TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class this way: "All Persons whose Private Information was potentially compromised as a result of the Incident."

The Class also includes the Group 1 Settlement Subclass, defined as follows: "All Settlement Class Members whose U.S. Social Security number(s) was/were potentially compromised as a result of the Incident"; the Group 2 Settlement Subclass, defined as follows: "All Settlement Class Members whose PII, employment information, loan/mortgage information, and/or PHI, but not including their U.S. Social Security number(s), was/were potentially compromised as a result of the Incident"; and the Group 3 Settlement Subclass, defined as follows: "All Settlement Class Members whose other potentially private information, but not including their PII, employment information, loan/mortgage information, PHI, and/or U.S. Social Security number(s), was/were potentially compromised as a result of the Incident."

In these sentences, PII means Personally Identifiable Information, including but not limited to U.S. Social Security number, driver's license number, state identification card number, or other government-issued identification number, account number, credit card number, or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial information, biometric data, DNA profile, user name or email address in combination with any required security code, and access code or password that would permit access to an online account and PHI means Protected Health Information, including but not limited to any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional or an individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

Excluded from the Settlement Class are: (1) the Judge in this case, and the Judge's family and staff; (2) Sirva and its officers, directors, and related companies; (3) attorneys for the parties; and (4) anyone who perpetrated the Incident.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.

Claims must be received by [Claims Deadline].

Paper Claim Forms must be mailed through the United States Postal Service, so that they are received by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Claims Administrator
Sirva Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at ww.[SettlementWebsite].com.
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

AVAILABLE BENEFITS

All Settlement Class Members may claim **Credit Monitoring Services**, **Ordinary Out-of-Pocket Losses Reimbursement**, and **Extraordinary Out-of-Pocket Losses Reimbursement**.

In lieu of a claim for reimbursement of Ordinary Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses, Group 1 Settlement Class Members also have the option of a $50.00 Alternative Cash Payment, and Group 2 Settlement Class Members also have the option of a $10.00 Alternative Cash Payment.

Group 3 Settlement Class Members do **not** have the option of an Alternative Cash Payment, but may still file a claim for Credit Monitoring Services, Ordinary Out-of-Pocket Losses Reimbursement, and/or Extraordinary Out-of-Pocket Losses Reimbursement.

These benefits are explained in more detail below.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in two years of CyEx Financial Shield Complete. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

- Fraud or identity theft
- Unauthorized financial transactions
- Personal information associated with high-risk transactions.

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help resolve any problems.

LOSS-BASED CLAIMS

Ordinary Out-of-Pocket Losses Reimbursement. If you incurred actual, documented out-of-pocket expenses due to the Incident, you can submit a claim for reimbursement for amounts up to $500.00. The losses must have occurred between August 16, 2023 and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party, including your bank or your insurance company.

Extraordinary Out-of-Pocket Losses Reimbursement. If you lost money because of identity theft or fraud, you can submit a claim for reimbursement for up to $4,000.00.

You will need to show that:

- the theft or fraud was probably caused by the Incident
- the losses are not already covered by **Out-of-Pocket Expenses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between August 16, 2023 and [Claims Deadline].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party, including your bank or your insurance company.

ALTERNATIVE CASH PAYMENT

Group 1 Alternative Cash Payment. *Instead of a claim for reimbursement of Ordinary Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses*, Group 1 Settlement Subclass Members may claim an alternative cash payment. This payment is expected to be $50.00, but may be smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

Group 2 Alternative Cash Payment. *Instead of a claim for reimbursement of Ordinary Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses*, Group 2 Settlement Subclass Members may claim an alternative cash payment. This payment is expected to be $10.00, but may be smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

Group 3 Settlement Subclass Members may **not** file a claim for an Alternative Cash Payment, but may still file a claim for Credit Monitoring Services, Ordinary Out-of-Pocket Losses Reimbursement, and/or Extraordinary Out-of-Pocket Losses Reimbursement.

A full description of how this works is available in Settlement Agreement, at www.[SettlementWebsite].com.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

Online:	www.[SettlementWebsite].com
By email:	info@[SettlementWebsite].com
By toll-free call:	XXX-XXX-XXXX
By mail:	Claims Administrator Sirva Incident Settlement c/o Settlement Administrator [PO Box Number] Santa Ana, CA 92799-9958

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT www.[SettlementWebsite].com

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to info@[SettlementWebsite].com

Claims must be received by [Claims Deadline].

If you contact information changes after you submit your claim, notify the Claims Administrator.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If you contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

Class Member First Name **MI**

Class Member Last Name

Entity Name (if Class Member is not an individual)

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City **State** **ZIP**

Email Address

Telephone Number

- -

Login ID (if known)

II. CREDIT MONITORING

☐ Check this box if you would like to enroll in two years of Credit Monitoring from CyEx Financial Shield Complete.

III. ORDINARY OUT-OF-POCKET LOSSES REIMBURSEMENT

☐ Check this box if you would like to claim reimbursement for documented out-of-pocket expenses. You can submit a claim for reimbursement for up to $500.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION V OR VI**.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Fee for credit report	*$40.00*
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

IV. EXTRAORDINARY OUT-OF-POCKET LOSSES REIMBURSEMENT

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can submit a claim for reimbursement for up to $4,000.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION V OR VI**.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Unauthorized bank transfer	*$75.000*
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

V. GROUP 1 ALTERNATIVE CASH PAYMENT

☐ Check this box if you are a **Group 1** Settlement Subclass Member and want to claim a one-time $50.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III OR IV, OR IF YOU ARE A GROUP 2 OR GROUP 3 SETTLEMENT SUBCLASS MEMBER.**

VI. GROUP 2 ALTERNATIVE CASH PAYMENT

☐ Check this box if you are a Group 2 Settlement Subclass Member and want to claim a one-time $10.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III OR IV, OR IF YOU ARE A GROUP 1 OR GROUP 3 SETTLEMENT SUBCLASS MEMBER.**

VII. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PAYPAL**

Email address associated with your PayPal account, if different than you provided in Section I:

☐ **VENMO**

Telephone number associated with your Venmo account, if different than you provided in Section I:

- -

☐ **ZELLE**

Email address associated with your PayPal account, if different than you provided in Section I:

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

- -

☐ **VIRTUAL PREPAID CARD**

Email address where you want to receive your prepaid card, if different than you provided in Section I:

☐ **PHYSICAL CHECK**

Payment will be mailed to the address provided in Section 1.

VIII. ATTESTATION AND SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. 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.

Class Member Signature

	MM	DD	YY

Please print or type your name on the line above.

EXHIBIT B

Sirva Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

First-Class Mail
US Postage Paid
Permit #__

Rosalyn Rivera, individually and on behalf of all others similarly situated v. Sirva Relocation, LLC
Case No. 2026CH000111

THIS NOTICE RELATES TO A PROPOSED CLASS ACTION SETTLEMENT AND MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS.

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

Login ID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

This notice is only a summary. Visit www.[SettlementWebsite].com Or scan this QR code for complete information.

QR code

Why am I receiving this notice? A Settlement has been reached with Sirva Relocation, LLC ("Sirva") in a class action lawsuit. The case is about a targeted cyberattack on Sirva's computer systems in September 2023 (the "Incident"). Files containing private information may have been accessed. Sirva denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class as: "All Persons whose Private Information was potentially compromised as a result of the Incident."
There are three Groups within the Class:
Group 1: Your U.S. Social Security number was potentially compromised; **Group 2:** Your PII (Personally Identifiable Information), employment, loan/mortgage, and/or PHI (Protected Health Information) was potentially compromised, but not your Social Security number; **Group 3:** Other private information was potentially compromised, but not your PII, employment, loan/mortgage, PHI, or Social Security number.

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

What are the Settlement benefits? All Class Members can claim two years of **Credit Monitoring Services** from CyEx Medical Shield Complete. If you have documented losses you can claim up to $500 for out-of-pocket expenses and up to $4,000 for fraud or identity theft losses. Instead of a claim for documented losses, Group 1 Class Members can get a one-time $50 payment and Group 2 Class Members can get a one-time $10 payment. Full details and instructions are available online. Certain settlement benefits may be subject to an aggregate cap.

How do I receive a benefit? File your claim online at **www.[SettlementWebsite].com**. For a full paper Claim Form call **(XXX) XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline]**.

What if I don't want to participate in the Settlement? If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Sirva for the claims made in this lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline].** The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court 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 $325,000, and $2,500 for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.

Sirva Incident Settlement

2D bar code

QR code

www.[SettlementWebsite].com

CaseID: [CaseID]
SIMID: «SIMID»

EXHIBIT C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Rosalyn Rivera, individually and on behalf of all others similarly situated v. Sirva Relocation, LLC
Case No. 2026CH000111
Circuit Court of Illinois, DuPage County

THIS NOTICE RELATES TO A PROPOSED CLASS ACTION SETTLEMENT AND MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS.

A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.

- A Settlement has been reached with Sirva Relocation, LLC ("Sirva" or "Defendant") in a class action lawsuit. This case is about the targeted cyberattack on Sirva's computer systems in September 2023 (the "Incident"). Certain files that contained private information were accessed. These files may have contained personal information such as U.S. Social Security number; driver's license number; state identification card number; or other government-issued identification number; account number; credit card number; or debit card number in combination with any required security code; access code; or password that would permit access to an individual's financial information; biometric data; DNA profile; user name or email address in combination with any required security code; and access code or password that would permit access to an online account.
- The lawsuit is called *Rosalyn Rivera, individually and on behalf of all others similarly situated v. Sirva Relocation, LLC*, Case No. 2026CH000111. It is pending in the Circuit Court of Illinois, DuPage County (the "Litigation").
- Sirva denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Sirva's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Sirva.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	**_____, 2026**
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	**_____, 2026**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	**_____, 2026**
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them—**are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION 3
WHO IS IN THE SETTLEMENT 4
THE SETTLEMENT BENEFITS 4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS 6
THE LAWYERS REPRESENTING YOU 7
EXCLUDING YOURSELF FROM THE SETTLEMENT 7
COMMENTING ON OR OBJECTING TO THE SETTLEMENT 8
THE COURT'S FINAL APPROVAL HEARING 9
IF I DO NOTHING 9
GETTING MORE INFORMATION 10

Basic Information

1. Why was this Notice issued?

The Circuit Court of Illinois, DuPage County authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Rosalyn Rivera, individually and on behalf of all others similarly situated v. Sirva Relocation, LLC*, Case No. 2026CH000111. It is pending in the Circuit Court of Illinois, DuPage County. The person that filed this lawsuit is called the "Plaintiff" (or "Class Representative") and the company they sued, Sirva Relocation, LLC, is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that during the September 2023 targeted cyberattack on Sirva's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as U.S. Social Security number; driver's license number; state identification card number; or other government-issued identification number; account number; credit card number; or debit card number in combination with any required security code; access code; or password that would permit access to an individual's financial information; biometric data; DNA profile; user name or email address in combination with any required security code; and access code or password that would permit access to an online account.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representative is Rosalyn Rivera. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiff or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiff and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: "All Persons whose Private Information was potentially compromised as a result of the Incident."

The Class also includes the Group 1 Settlement Subclass, defined as follows: "All Settlement Class Members whose U.S. Social Security number(s) was/were potentially compromised as a result of the Incident"; the Group 2 Settlement Subclass, defined as follows: "All Settlement Class Members whose PII, employment information, loan/mortgage information, and/or PHI, but not including their U.S. Social Security number(s), was/were potentially compromised as a result of the Incident"; and the Group 3 Settlement Subclass, defined as follows: "All Settlement Class Members whose other potentially private information, but not including their PII, employment information, loan/mortgage information, PHI, and/or U.S. Social Security number(s), was/were potentially compromised as a result of the Incident."

In these sentences, PII means Personally Identifiable Information, including but not limited to U.S. Social Security number, driver's license number, state identification card number, or other government-issued identification number, account number, credit card number, or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial information, biometric data, DNA profile, user name or email address in combination with any required security code, and access code or password that would permit access to an online account and PHI means Protected Health Information, including but not limited to any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional or an individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge's family and staff; (2) Sirva and its officers, directors, and related companies; (3) attorneys for the parties; and (4) anyone who perpetrated the Incident.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Sirva Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

The Settlement Benefits

7. What does the Settlement provide?

All Settlement Class Members may claim **Credit Monitoring Services**, **Ordinary Out-of-Pocket Losses Reimbursement**, and **Extraordinary Out-of-Pocket Losses Reimbursement**.

In lieu of a claim for reimbursement of Ordinary Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses, Group 1 Settlement Class Members also have the option of a $50.00 Alternative Cash Payment, and Group 2 Settlement Class Members also have the option of a $10.00 Alternative Cash Payment.

Group 3 Settlement Class Members do **not** have the option of an Alternative Cash Payment, but may still file a claim for Credit Monitoring Services, Ordinary Out-of-Pocket Losses Reimbursement, and/or Extraordinary Out-of-Pocket Losses Reimbursement.

These benefits are explained in more detail below.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in two years of CyEx Financial Shield Complete. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

- Fraud or identity theft
- Unauthorized financial transactions
- Personal information associated with high-risk transactions.

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

LOSS-BASED CLAIMS

Ordinary Out-of-Pocket Losses Reimbursement. If you incurred actual, documented out-of-pocket expenses due to the Incident, you can submit a claim for reimbursement for up to $500.00. The losses must have occurred between August 16, 2023 and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party, including your bank or your insurance company.

Extraordinary Out-of-Pocket Losses Reimbursement. If you lost money because of identity theft or fraud, you can submit a claim for reimbursement for up to $4,000.00.

You will need to show that:

- the theft or fraud was probably caused by the Incident
- the losses are not already covered by **Out-of-Pocket Expenses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between August 16, 2023 and [Claims Deadline].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party, including your bank or your insurance company.

ALTERNATIVE CASH PAYMENT

Group 1 Alternative Cash Payment. *Instead of a claim for reimbursement of Ordinary Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses*, Group 1 Settlement Subclass Members may claim an alternative cash payment. This payment is expected to be $50.00, but may be smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

Group 2 Alternative Cash Payment. *Instead of a claim for reimbursement of Ordinary Out-of-Pocket Losses or Extraordinary Out-of-Pocket Losses*, Group 2 Settlement Subclass Members may claim an alternative cash payment. This payment is expected to be $10.00, but may be smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

Group 3 Settlement Subclass Members may **not** file a claim for an Alternative Cash Payment, but may still file a claim for Credit Monitoring Services, Ordinary Out-of-Pocket Losses Reimbursement, and/or Extraordinary Out-of-Pocket Losses Reimbursement.

The amount paid by Defendant for Valid Claims for Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses, Group 1 Alternative Cash Payments, Group 2 Alternative Cash Payments, as well as Notice and Administration Expenses and taxes and tax related expense in connection with the Settlement, is subject to an aggregate cap of $260,000. A full description of how this works is available in Settlement Agreement, at www.[SettlementWebsite].com.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX

- By mail: Sirva Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against Sirva about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section VI) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at www.[SettlementWebsite].com.

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Sirva Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (XXX) XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (***see* Question 18)**. If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Grayson Wells of Stranch, Jennings & Garvey, PLLC; and Amina Thomas of CohenMalad LLP, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve $325,000.00 as reasonable attorneys' fees and reimbursement of litigation costs. This amount will be paid by Sirva.

Class Counsel will also ask for a Service Award Payment of $2,500.00 for the Class Representative. The Service Award Payment will also be paid by Sirva.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called "opting out." If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue Sirva on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

(1) the name of the Litigation: *Rosalyn Rivera, individually and on behalf of all others similarly situated v. Sirva Relocation, LLC*, Case No. 2026CH000111, pending in the Circuit Court of Illinois, DuPage County;

(2) your full name, mailing address, telephone number, and email address;

(3) personal signature; and

(4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Sirva Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (***see* Question 15**)

You must provide the following information for the Court to consider your objection:

(1) the name of the Litigation: *Rosalyn Rivera, individually and on behalf of all others similarly situated v. Sirva Relocation, LLC*, Case No. 2026CH000111, pending in the Circuit Court of Illinois, DuPage County;

(2) your full name, mailing address, telephone number, and email address;

(3) information that proves that you are a Class Member (such as a notice you have received);

(4) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;

(5) whether the objection applies only to you, or to other Class Members, as well;

(6) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;

(7) whether or not you or your lawyer would like to speak at the Final Approval Hearing;

(8) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;

(9) if you or your lawyer have objected in any other cases, list the names, courts, and civil action numbers for each of those cases; and

(10) your signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by [**OBJECTION DATE**]. You must also send a copy of the objection to the Settlement Administrator.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Sirva Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date] at [Hearing Time] Pacific Time**, in Room [Court Room] of the District Court for the Central District of California, at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award a Service Award Payment to the Class Representative. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (***See* Question 16**).

The date and time of this hearing may change without further notice. Please check www.[SettlementWebsite].com for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, www.[SettlementWebsite].com.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Sirva Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT D

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS.

ROSALYN RIVERA, *individually and on behalf of all other similarly situated*, Plaintiff, v. **SIRVA RELOCATION, LLC**, Defendant.	Case: 2026-CH-000111 Class Action Judge: Candice Adams

[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

This matter having come before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the Court having reviewed and considered the Motion, the Settlement Agreement between Plaintiff Rosalyn Rivera ("Plaintiff") and Defendant Sirva Relocation, LLC ("Defendant" or "Sirva"), and all other papers filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises.

IT IS HEREBY ORDERED:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them in the Settlement Agreement.

Settlement Class Certification

2. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for settlement purposes only, the following Settlement Class: "All Persons whose Private Information was potentially compromised as a result of the Incident."

3. Excluded from the Settlement Class are: (i) the Judge assigned to evaluate the fairness of this Settlement; and (ii) any other person found by a court of competent jurisdiction to

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

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure, including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment, have been preliminarily satisfied.

a. The members of the Settlement Class are so numerous that joinder of all members is impracticable.

b. Questions of law and fact common to the Settlement Class predominate over any questions affecting only individual members, including, without limitation, questions concerning the nature of the Incident, Defendant's alleged conduct, Defendant's alleged data security practices, and whether Settlement Class Members' Private Information was potentially compromised as a result of the Incident.

c. Plaintiff is an adequate class representative whose interests in this matter are aligned with those of the Settlement Class. Proposed Class Counsel, Grayson Wells of Stranch, Jennings & Garvey, PLLC, and Amina Thomas of CohenMalad, LLP have experience and expertise in prosecuting complex litigation and have committed the necessary resources to represent the Settlement Class.

d. A class action is a superior method for the fair and efficient resolution of this matter.

Preliminary Approval of Settlement

4. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's length between the Parties, who were represented by experienced counsel.

5. For settlement purposes only, Plaintiff Rosalyn Rivera is appointed as Settlement Class Representative.

6. For settlement purposes only, Amina Thomas

7. of CohenMalad, LLP and Grayson Wells of Stranch, Jennings & Garvey, PLLC are appointed as Class Counsel.

Manner and Form of Notice

7. The Court approves, in form and content, the Postcard Notice and Long Form Notice attached to the Settlement Agreement as Exhibits B and C, respectively, and finds that they meet the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfy due process.

8. The Court finds that the notice program set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, satisfies fully the requirements of due process, and constitutes due and sufficient notice to all persons entitled thereto. The Court further finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties may, by agreement, revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

9. Simpluris is hereby appointed as Settlement Administrator to supervise and administer the notice process, as well as to oversee administration of the Settlement, as more fully set forth in the Settlement Agreement. If Simpluris is unable or unwilling to serve, the Parties may jointly propose another third-party settlement administrator for approval by the Court.

10. Within fourteen (14) days after entry of this Order, Sirva shall provide the Settlement Class List to the Settlement Administrator in accordance with the Settlement

Agreement.

11. The Settlement Administrator may proceed with implementation of the notice program in accordance with the Settlement Agreement.

12. Notice shall begin issuing no later than thirty (30) days after entry of this Order.

13. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Notices no later than sixty (60) days after the Notice Date. The Court approves, as to form and content, the Claim Form attached to the Settlement Agreement as Exhibit A.

14. All Claim Forms must be either postmarked and mailed to the address specified in the Claim Form or electronically submitted through the Settlement Website no later than sixty (60) days after the Notice Date. Settlement Class Members who do not timely submit a valid Claim Form in accordance with the Settlement Agreement shall not be entitled to receive Settlement benefits.

15. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to the Released Claims set forth in the Settlement Agreement, unless such persons timely and properly request exclusion from the Settlement Class as provided below.

Fee and Service Award Motion

16. Plaintiff may file a motion seeking an award of attorneys' fees, costs, and expenses, as well as a Service Award for Plaintiff, in accordance with the terms of the Settlement Agreement, no later than forty-five (45) days after the Notice Date.

Exclusions from the Settlement Class

17. Any person within the Settlement Class may request exclusion from the Settlement

Class by submitting a written Request for Exclusion. Such requests for exclusion must be postmarked no later than sixty (60) days after the Notice Date.

18. To be valid, a 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.

19. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or final judgment in this action; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

Objections to the Settlement

20. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of attorneys' fees, costs, and expenses sought by Class Counsel and the requested Service Award, may do so, either personally or through an attorney, by filing a written objection with the Clerk of the Court no later than sixty (60) days after the Notice Date.

21. Any Settlement Class Member who intends to object to the Settlement must also mail a copy of the objection to the Settlement Administrator, Class Counsel, and Defendant's Counsel, postmarked no later than sixty (60) days after the Notice Date.

22. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state: (i) the name of the proceeding; (ii) the Settlement Class Member's full name, address, telephone number, if any, and email address, if any; (iii) information identifying the objector as a Settlement Class Member; (iv) a written statement of all grounds for

the objection, accompanied by any legal support or documentation the objector wishes to submit; (v) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (vi) the identity of all lawyers, if any, representing the objector; (vii) a statement of whether the objector or his or her attorneys intends to appear at the Final Approval Hearing; (viii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (ix) a list of all other matters in which the objecting Settlement Class Member and/or his or her attorney has lodged an objection to a class action settlement; and (x) the objector's signature.

23. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order and the Settlement Agreement shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the requested attorneys' fees, costs, and expenses, to the requested Service Award, and to any final approval order and judgment entered.

24. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary. Any Settlement Class Member who intends to appear at the Final Approval Hearing must so state in his or her written objection.

Final Approval Hearing

25. Plaintiff shall file the motion for final approval and all supporting papers no later than [fourteen (14) days before the Final Approval Hearing] [or other deadline the Court prefers].

26. A Final Approval Hearing shall be held before this Court on [DATE], at [TIME],

in Courtroom [_____], or at such other time and location as the Court may direct, for the following purposes:

a. to determine whether the applicable prerequisites for settlement class certification under 735 ILCS 5/2-801 have been met;

b. to determine whether the Settlement is fair, reasonable, and adequate, and should be finally approved by the Court;

c. to determine whether the judgment as provided under the Settlement Agreement should be entered;

d. to consider Plaintiff's application for attorneys' fees, costs, and expenses;

e. to consider Plaintiff's request for a Service Award;

f. to consider such other matters as the Court may deem appropriate.

27. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a final judgment approving the Settlement Agreement and a final approval order in accordance with the Settlement Agreement.

28. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

Temporary Stay

29. All proceedings in the action as between Plaintiff and Defendant are stayed and suspended until further order of the Court, except such actions as may be necessary to implement the Settlement Agreement and this Order.

Termination of the Settlement

30. If the Settlement fails to become effective in accordance with its terms, or if final

approval or final judgment is not entered or is reversed or vacated on appeal, this Order shall be null and void, the Settlement Agreement shall be deemed terminated, and the Parties shall return to their respective positions without prejudice, as provided in the Settlement Agreement.

Upcoming Deadlines

31. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

Event	**Deadline**
Sirva to provide Settlement Class List to Settlement Administrator	14 days after entry of Preliminary Approval Order
Notice Deadline / Notice begins issuing	30 days after entry of Preliminary Approval Order
Motion for Attorneys' Fees, Costs, Expenses, and Service Award	45 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Objection Deadline	60 days after Notice Date
Claims Deadline	60 days after Notice Date
Motion for Final Approval	[14 days before Final Approval Hearing]
Final Approval Hearing	[DATE / TIME]

ENTERED: _____

EXHIBIT E

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS.

ROSALYN RIVERA, *individually and on behalf of all other similarly situated*, Plaintiff, v. **SIRVA RELOCATION, LLC**, Defendant.	Case: 2026-CH-000111 Class Action Judge: Candice Adams

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

This matter having come before the Court on Plaintiff's Motion for Final Approval of Class Action Settlement, the Court having reviewed and considered the Settlement Agreement between Plaintiff Rosalyn Rivera ("Plaintiff") and Defendant Sirva Relocation, LLC ("Defendant" or "Sirva"), Plaintiff's motion papers and supporting submissions, including the Joint Declaration of Class Counsel, the record in this action, any objections filed, and the arguments of counsel, and the Court being fully advised in the premises.

IT IS HEREBY ORDERED:

1. Capitalized Terms capitalized herein and not otherwise defined shall have the meanings set forth in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this Action and over the Parties and Settlement Class Members.

3. The Court reaffirms and adopts the findings and conclusions set forth in the Preliminary Approval Order.

4. The Court finds that the Settlement was reached through good-faith, arm's-length negotiations and is not the product of collusion.

5. The Court finds that the notice provided to Settlement Class Members constituted the best notice practicable under the circumstances, satisfied the requirements of due process and Illinois law, and fairly apprised Settlement Class Members of the terms of the Settlement and their rights thereunder.

6. The Court finally approves the Settlement as fair, reasonable, and adequate, and in the best interests of the Settlement Class.

7. For settlement purposes only, the Court finally certifies the Settlement Class as defined in the Settlement Agreement.

8. Plaintiff Rosalyn Rivera is finally appointed as Class Representative.

9. Grayson Wells of Stranch, Jennings & Garvey, PLLC and Amina Thomas of CohenMalad LLP are finally appointed as Class Counsel.

10. The Court approves the benefits, claims process, claim review procedures, and settlement administration process set forth in the Settlement Agreement, including the reimbursement, alternative cash payment, and credit monitoring benefits available to Settlement Class Members.

11. The Court approves the claims resolution procedures set forth in the Settlement Agreement.

12. Upon the Effective Date, all Settlement Class Members who did not validly exclude themselves from the Settlement shall be deemed to have fully, finally, and forever released the Released Claims against the Released Parties as set forth in the Settlement Agreement.

13. Settlement Class Members are permanently barred and enjoined from commencing, prosecuting, or asserting any Released Claims against any Released Party.

14. The Court awards attorneys' fees, costs, and expenses in an amount of Three

Hundred Twenty-Five Thousand Dollars and Zero Cents ($325,000.00).

15. The Court awards Plaintiff Rosalyn Rivera a Service Award of Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00).

16. This Action is dismissed with prejudice, without costs except as otherwise provided in the Settlement Agreement and this Order.

17. Without affecting the finality of this Order, the Court retains continuing jurisdiction over all matters relating to the interpretation, administration, implementation, enforcement, and consummation of the Settlement Agreement.

ENTERED: this _____ day of _____, 2026.

_____