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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

MELISSA ATKINSON AND KATIE
RENVALL, INDIVIDUALLY AND ON
BEHALF OF CLASSES OF SIMILARLY
SITUATED INDIVIDUALS,

Plaintiffs,

v.

MINTED, INC.,

Defendant.

Case No.: 3:20-cv-03869-VC

SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of April 15, 2021, is made and entered into by and among the following Settling Parties (as defined below): (i) Melissa Atkinson and Katie Renvall (“Representative Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel of record, Daniel J. Mogin and Jennifer M. Oliver of MoginRubin LLP and Alexander M. Schack and Natasha N. Serino of Schack Law Group (together, “Proposed Class Counsel” or “Class Counsel”) on one hand; and (ii) Minted LLC and Minted, Inc. (together “Minted” or “Defendant”), by and through its counsel of record, Ian C. Ballon of Greenberg Traurig LLP (“Minted’s Counsel”) on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Litigation and Released Claims (as defined below), upon and subject to the terms and conditions herein.

RECITALS

WHEREAS, in early May 2020 Minted became aware of a report that mentioned Minted as one of ten companies impacted by a potential cybersecurity incident carried out by a hacker group using the pseudonym Shiny Hunters and soon thereafter Minted promptly undertook an investigation;

WHEREAS, on or about May 15, 2020, Minted’s investigation determined that, on May 6, 2020, unauthorized actors obtained information from Minted’s user account database;

WHEREAS, Minted’s affected customers’ names, login credentials, consisting of email addresses and hashed and salted passwords, telephone numbers, billing addresses, shipping address(es), and for some affected customers, dates of birth had been disclosed in the Security Incident;

WHEREAS, upon becoming aware of the Security Incident, Minted sent email notices to affected customers, which provided information about what happened, what Personal Information was involved, and what steps they could take in response, including promptly changing their password to their Minted account;

WHEREAS, on June 27, 2020, Minted effected a password reset for customers who had not changed their passwords since the Security Incident;

WHEREAS, on June 9, 2020, the Representative Plaintiffs sent a letter to Minted’s agent for service of process in California providing notice and opportunity to cure pursuant to CCPA § 1798.150(b);

WHEREAS, on June 11, 2020, the Representative Plaintiffs filed their initial complaint against Minted, asserting claims for (1) violation of the California Consumer Privacy Act § 1798.150; (2) violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*; (3) negligence; (4) breach of contract; and (5) breach of implied contract;

WHEREAS, on July 27, 2020, following the 30-day cure period under § 1798.150(b), the Representative Plaintiffs filed their First Amended Complaint, which added a claim for statutory damages under California Civil Code § 1798.150(a) and removed claims for breach of contract and breach of implied contract;

WHEREAS, Minted disputes the claims and allegations set forth in the Litigation;

WHEREAS, Minted denies the viability of the Representative Plaintiffs' claim for statutory damages under California Civil Code § 1798.150(a) because it contends the login credentials potentially exposed during the Security Incident consisted of email addresses and encrypted passwords and therefore are outside the scope of California Civil Code § 1798.150(a), which only applies where "nonencrypted or nonredacted personal information . . . is subject to an unauthorized access and exfiltration, theft, or disclosure . . ." Cal. Civ. Code § 1798.150(a)(1)(A);

WHEREAS, on September 1, 2020, the Settling Parties filed a joint case management statement and Rule 26(f) report;

WHEREAS, on September 8, 2020, an initial case management conference was held before Northern District of California Judge Vincent Chhabria;

WHEREAS, in addition to early-stage filings and letter briefs, the Parties exchanged certain information and prepared to undertake discovery related to Defendants' proposed motion to compel arbitration, including the negotiation of the appropriate scope of this discovery, for nearly three months;

WHEREAS, Minted believes it has strong grounds to compel arbitration because it contends the Representative Plaintiffs' claims are subject to Minted's mandatory arbitration agreement, which precludes a class action lawsuit as a method of airing their grievances;

WHEREAS, Plaintiffs contend they have strong bases to oppose Minted's motion to compel arbitration on multiple grounds;

WHEREAS, on December 1, 2020, the Court granted the Settling Parties' stipulation to stay deadlines pending mediation until January 19, 2021;

WHEREAS, on January 5, 2021, the Settling Parties engaged in an arm's-length, remote, day-long mediation session under the direction of Randall Wulff, Esq. and reached an agreement in principle to resolve the Litigation as outlined herein;

WHEREAS, Minted has provided Class Counsel with certain additional information, including financial statements and a description of the Security Incident;

WHEREAS, Minted denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Minted with respect to any claim of any fault or liability or wrongdoing or damage whatsoever, any infirmity in the defenses that Minted has asserted or would assert, or to the requirements of

Federal Rule of Civil Procedure 23 and whether the Representative Plaintiffs satisfy those requirements;

WHEREAS, based upon their substantial investigation and discovery as set forth above, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable and adequate to Settlement Class Members (defined below) and are in their best interests, and have agreed to settle the claims that were asserted or could have been asserted in the Litigation pursuant to the terms and provisions of this Agreement after considering (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation and/or the potential limitations of arbitration (if it were compelled), (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this litigation to be consummated as provided by the terms of this Agreement;

WHEREAS, pursuant to these terms, which are set forth fully below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Minted and the Released Persons (as defined below) arising out of or relating to the Security Incident, by and on behalf of the Representative Plaintiffs and Settlement Class Members (as defined below), and any other such actions by and on behalf of any other consumers and putative classes of consumers originating, or that may originate, in jurisdictions in the United States against Minted relating to the Security Incident (collectively, the “Litigation”);

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and Minted that, subject to the approval of the Court, when the Judgment becomes Final as defined herein, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, and subject to the terms and conditions of this Settlement Agreement.

I. DEFINITIONS

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

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

1.2 “Approved Claims” means Settlement Claims in an amount approved by the Notice and Claims Administrator or found to be valid through the Dispute Resolution process, as set forth in this Agreement.

1.3 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Notice and Claims Administrator.

1.4 “Claims Deadline” is defined in Section 3.

1.5 “Claim Form” means the document made available pursuant to the provisions of the notice plan that Settlement Class Members must submit, subject to the provisions of this Settlement Agreement, in order to obtain benefits under this Settlement Agreement.

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

1.7 “Effective Date” means the date on which this Agreement is signed by all Parties.

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

1.9 “Judgment” means a judgment rendered by the Court.

1.10 “Notice and Claims Administrator” means A.B. Data, Ltd. or such other notice and claims administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as may be jointly agreed upon by the Settling Parties and approved by the Court.

1.11 “Opt-Out Date” means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class in order for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

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

1.13 “Personal Information” means information that is or could reasonably be used, whether on its own or in combination with other information, to identify, locate or contact a person.

1.14 “Plaintiffs’ Counsel” means Proposed Lead Class Counsel, and Class Counsel or Proposed Class Counsel as determined by context.

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

1.16 “Proposed Lead Class Counsel” or “Lead Class Counsel” means Jennifer M. Oliver of MoginRubin LLP and Natasha Serino of the Schack Law Firm.

1.17 “Proposed Class Counsel” or “Class Counsel” means Daniel J. Mogin and Jennifer M. Oliver of MoginRubin LLP and Alexander Schack and Natasha M. Serino of the Schack Law Group.

1.18 “Qualified Settlement Fund” means the common settlement fund established by Class Counsel pursuant to 26 CFR § 1.468B-1 at Huntington National Bank or another qualified bank agreed upon by the Settling Parties, in which Minted will deposit \$5,000,000 in settlement funds and from which all monetary compensation to the Settlement Class and certain other expenses shall be paid, pursuant to Sections 2 and 3 below.

1.19 “Related Entities” means Minted’s past or present parents, subsidiaries, affiliates, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of Minted’s and these entities’ respective predecessors, successors, directors, managers, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation.

1.20 “Released Claims” shall collectively mean any and all claims and causes of action, both known and unknown (including Unknown Claims as defined in ¶ 1.29), including, without limitation, any causes of action under California Civil Code §1798.150 or §17200 *et seq.*, and all similar statutes in effect in any states in the United States as defined herein; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Security Incident and alleged theft of Personal Information prior to June 27, 2020 or the allegations, facts, or circumstances described in the Litigation. Settlement Class Members are only releasing claims based on the identical factual predicate. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.21 “Released Persons” means Minted and its Related Entities, including, as stated in ¶ 1.19, and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, and each of their respective predecessors, successors, directors, managers, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.22 “Representative Plaintiffs” means Melissa Atkinson and Katie Renvall.

1.23 “Security Incident” or “Incident” means the access by unauthorized actors to Minted customers’ information disclosed by Minted in or after May of 2020, as further described in the Recitals, and any and all facts, actions and circumstances related thereto, whether occurring or arising before, on or after the date of this Agreement.

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

1.25 “Settlement Class” means: All residents of the United States who had a Minted online account, or provided Minted their name, email address, street address and/or other personal information via email, the Minted website, or other online communications, on or before June 27, 2020. The Settlement Class specifically excludes: (i) Minted and its officers and directors; (ii) all Settlement Class Members who timely and validly request to opt-out from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) potential class members who have provided Minted with an express release of claims arising out of or related to the Security Incident prior to the Effective Date of this Settlement.

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

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

1.28 “Taxes and Tax-Related Expenses” means: (i) any and all applicable taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Qualified Settlement Fund, including, without limitation, any taxes that may be imposed upon Minted or their counsel with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Qualified Settlement Fund account; (ii) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Qualified Settlement Fund that the Notice and Claims Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities and costs incurred in connection with the taxation of the Qualified Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

1.29 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including any of the Representative Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, including Unknown Claims, the Settling Parties stipulate and agree that upon the date the Judgment becomes Final, the Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the

Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States 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 Representative Plaintiffs, and any of them, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, including Unknown Claims, but the Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the date the Judgment becomes Final, fully, finally and forever settled and released any and all Released Claims, including Unknown Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

II. THE QUALIFIED SETTLEMENT FUND

2.1 Class Counsel will establish an interest-bearing escrow account to serve as the Qualified Settlement Fund, at Huntington National Bank or another financial institution approved by Class Counsel and Minted’s Counsel, which shall be maintained pursuant to Treasury Regulation § 1.468B-1, *et seq.*

2.2 By no later than seven days prior to the hearing on the Motion for Preliminary Approval of this Settlement, Minted will deposit five million (\$5,000,000.00) United States Dollars into the Qualified Settlement Fund escrow account.

2.3 As further described in this Agreement, the Qualified Settlement Fund shall be the sole source of monetary funds for all relief referenced below—excluding any amounts needed to affect the Business Practice Changes described in Section 6 which sums and value will be in addition to the monetary relief being provided from the Qualified Settlement Fund—and shall be used by the Notice and Claims Administrator to pay for:

- (a) Taxes and Tax-Related Expenses as described in ¶ 2.8 and 2.9;
- (b) Monetary Compensation, as described in Section 3;
- (c) Credit Services, as described in Section 4;
- (d) Notice and Administrative Expenses;

- (e) Representative Plaintiffs' service awards, as described in ¶ 11.3;
- (f) Class Counsel's Attorneys' Fees, Costs, and Expenses; and
- (g) Any other remuneration called for by this Agreement, other than Minted's expenses and attorneys' fees related to this Litigation and the Business Practice Changes described in Section 6.

2.4 No amounts may be withdrawn from the Qualified Settlement Fund unless: (i) expressly authorized by this Agreement; or (ii) approved by the Court, except that up to \$200,000 may be used to provide notice to Settlement Class Members under the notice plan approved by the Court and to pay for administrative expenses. In no event will any amount deposited in the Qualified Settlement Fund revert, be refunded, or otherwise be credited to Minted. The Notice and Claims Administrator shall be frugal and prudent in incurring notice and administrative expenses.

2.5 The Notice and Claims Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Qualified Settlement Fund to Settlement Class Members pursuant to this Agreement.

2.6 The Notice and Claims Administrator and Class Counsel are responsible for communicating with Settlement Class Members regarding the distribution of the Qualified Settlement Fund and amounts paid under the Settlement.

2.7 All funds held in the Qualified Settlement Fund shall be deemed to be in the custody of the Court upon the deposit of those funds until such time as the funds shall be distributed to Settlement Class Members or used as otherwise disbursed pursuant to this Agreement and/or further order of the Court.

2.8 The Settling Parties agree that the Qualified Settlement Fund is intended to be maintained within the meaning of Treasury Regulation § 1.468B-1, and that the Notice Claims Administrator, within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Qualified Settlement Fund and paying from the Qualified Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Settling Parties agree that the Qualified Settlement Fund shall be treated as an escrow account from the earliest date possible, and agree to any relation-back election required to treat the Qualified Settlement Fund as an escrow account from the earliest date possible.

2.9 All Taxes and Tax-Related Expenses shall be paid out of the Qualified Settlement Fund and shall be timely paid by the Notice and Claims Administrator without prior order of the Court. Further, the Notice and Claims Administrator shall indemnify and hold harmless the Settling

Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments).

2.10 The Settling Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Qualified Settlement Fund.

2.11 Each Settlement Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Qualified Settlement Fund pursuant to this Agreement.

2.12 Minted and its counsel shall not have any responsibility for or liability whatsoever with respect to: (i) any act, omission, or determination of Class Counsel, the Notice and Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Qualified Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Qualified Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Qualified Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses incurred in connection with the taxation of the Qualified Settlement Fund or the filing of any returns. Minted also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.

2.13 The Representative Plaintiffs and Class Counsel shall not have any liability whatsoever with respect to any acts taken pursuant to the terms of this Agreement, including, but not limited to: (i) any act, omission or determination of the Notice Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Qualified Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Qualified Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

III. MONETARY COMPENSATION

3.1 All Settlement Class Members who submit a valid claim using the Claim Form, which is attached as Exhibit B to this Settlement Agreement, may request monetary compensation by submitting a Claim Form selecting monetary compensation to the Notice and Claims Administrator no later than 125 calendar days after Preliminary Approval, or other deadline approved by the Court (the “Claims Deadline”).

3.2 The Notice and Claims Administrator shall verify that each Person who submits a Claim Form selecting Monetary Compensation, defined in ¶ 3.3, is a Settlement Class Member.

Each Claim Form that meets these requirements shall be deemed a valid claim for Monetary Compensation. No Settlement Class Member may have more than one valid Claim Form for Monetary Compensation. Ambiguities or deficiencies on the face of the Claim Form shall be resolved by the Notice and Claims Administrator.

3.3 Pursuant to the Court-approved notice and administration plan, the Notice and Claims Administrator shall arrange for each Settlement Class Member who submits a valid Claim Form selecting monetary compensation to receive a payment equal to approximately \$43.00, subject to potential pro rata increase under ¶ 3.4 or pro rata reduction under ¶ 3.5 (“Monetary Compensation”).

3.4 Pro Rata Increase in Compensation. In the event that following (i) the Claims Deadline and calculation of the sum of all valid claims and (ii) the final calculation of other expenses to be paid from the Qualified Settlement Fund as detailed in this Agreement, including Credit Services, residual funds remain in the Qualified Settlement Fund, then the amount paid per valid claim selecting monetary compensation shall increase pro rata until as much of the Qualified Settlement Fund is depleted as possible.

3.5 Aggregate Cap on Claims. The aggregate amount of claims under ¶ 3.3 above is limited to the amount in the Qualified Settlement Fund. If the total amount of valid claims submitted under ¶ 3.3 above and section 4 below exceeds the amounts available in the Qualified Settlement Fund, each individual claim amount shall be reduced in a pro rata amount until the sum of all valid claims is within the balance of the Qualified Settlement Fund. The Qualified Settlement Fund described in Section 2 above shall be the sole source of monetary funds for the relief set forth in Section 3 and Section 4.

IV. CREDIT SERVICES

4.1 The Notice and Claims Administrator shall cause credit services to be provided by Equifax to Settlement Class Members who claim credit services on the Claim Form. The free credit services available under this Settlement will consist of: (a) credit monitoring of the Settlement Class Members’ credit file for U.S. residents at all 3 major credit reporting agencies (Experian, Equifax & TransUnion) (Settlement Class Members will have to login to their online customer portal, or call the support center to accept the filtering policy to activate triple bureau credit monitoring); (b) fraud alerts for U.S. residents, which Settlement Class Members can set, renew, and remove in their online customer portal, for additional protection against identity theft; and (c) identity restoration services that provide professional fraud resolution assistance to Settlement Class Members who experience identity theft or fraud, helping them with identity recovery and restoration (“Credit Services”). Credit Services will be available to Settlement Class Members who claim Credit Services on the Claim Form for 2 years, commencing upon timely activation of the Credit Services by the Class Member at set forth in ¶ 4.4.

4.2 The Long Notice shall describe generally the nature of the Credit Services and will be posted on the settlement website.

4.3 For a period of no longer than 125 calendar days after Preliminary Approval (the “Claims Deadline”), Settlement Class Members may submit to the Notice and Claims Administrator a Claim Form selecting Credit Services in a manner consistent with the Claim Form and court approved notice. Credit Services may be selected in addition to Monetary Compensation. The Notice and Claims Administrator shall review all claims for Credit Services to validate that each Credit Services claimant is a Settlement Class Member. Ambiguities or deficiencies on the face of the Claim Form shall be resolved by the Notice and Claims Administrator.

4.4 Within 60 days of the date the Judgment becomes Final the Notice and Claims Administrator shall send to each valid Credit Services claimant, via email, or for claimants with no email address by U.S. Mail, an activation code to be used to activate Credit Services via the Equifax website. Credit Services must be activated within six months from the mailing or emailing of the activation code. Any Settlement Class Member who fails to timely activate Credit Services shall waive and forfeit any and all rights to Credit Services under this Agreement.

4.5 On or before the date Notice commences, the Notice and Claims Administrator shall establish a dedicated page on the settlement website which provides instructions on how to timely submit a Credit Services claim and the activation processes and sets forth a general description of the nature of the Credit Services to be provided as part of this Settlement.

V. CLAIM RESOLUTION

5.1 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claimant is a Settlement Class Member, the Notice and Claims Administrator shall request additional information (“Claim Supplementation”) and give the claimant 30 days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within 30 days of receipt of such Claim Form. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

5.2 Following receipt of additional information requested as Claim Supplementation, the Notice and Claims Administrator shall have 30 days to accept or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Notice and Claims Administrator determines that such a claim is valid, either in whole or in part, then the claim shall be paid, to the extent that the Notice and Claims Administrator finds the claim to be valid. If the claim is not valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Notice and Claims Administrator may reject the claim without any further action, subject to the provisions of ¶ 5.1.

5.3 A Settlement Class Member shall have 30 days to request reconsideration of the approved amounts and 30 days thereafter to appeal the Notice and Claims Administrator’s determination to the Court through Class Counsel.

5.4 To the extent there is any ambiguity with respect to a Settlement Class Member’s election of Monetary Compensation or Credit Services and the Notice and Claims Administrator

cannot resolve the ambiguity, the ambiguous Claim Form shall default to providing both Monetary Compensation and Credit Services.

VI. BUSINESS PRACTICE CHANGES

6.1 Business Practice Changes. Minted, at its sole and separate expense, shall adopt, pay for, implement, and/or maintain the following business practice commitments related to information security to safeguard current users' and Settlement Class Members' Personal Information for a period of no less than four years from the time when the applicable business practice change is initiated. The cost of the measures in this Section will not be paid from the Qualified Settlement Fund.

6.2 Annual Security Awareness Training. Minted will provide annual security awareness training for its employees, including secure coding practices training to all employees who develop software and have authorization to Minted's software code repositories.

6.3 Retention of Personal Information. Minted will implement a policy regarding retention of Personal Information of customers who are inactive or have deactivated their accounts that is designed to avoid maintaining Personal Information beyond an appropriate retention period.

6.4 Information Security Program. Minted will maintain a reasonable written Information Security Program that is updated from time to time and distributed to all employees as part of the Annual Security Awareness Training in ¶ 6.2. This Information Security Program will address, among other things, implementing and maintaining reasonable safeguards to protect the security of company, employee and customer information and address data privacy risks and/or threats posed to that information. Minted will also identify internal and external risks to the security of its customers' personally identifiable information that could result in unauthorized access to the company's system, and periodically review the sufficiency of any safeguards in place to control these risks. Minted will develop security metrics that measure its security program and will ensure that such metrics are periodically reviewed and approved by senior leadership. All Minted employees, including new hires, must review, and agree to maintain and uphold, the policies, practices and procedures that encompass the Information Security Program.

6.5 Network Monitoring and Threat Management. Minted will maintain, regularly review, and revise as necessary, a process to conduct risk-based monitoring of security events on Minted's network and require that tools used to perform network monitoring be appropriately monitored and tested to assess proper configuration and maintenance. The process shall include an assessment of the security events and appropriate remediation timelines based on severity.

6.6 Website Monitoring. Minted will implement and maintain an application that filters, monitors and blocks HTTP traffic to and from Minted's website to protect against malicious attacks.

6.7 Vulnerability Management. Minted will maintain risk-based vulnerability scanning processes that are reasonably designed to identify and assess vulnerabilities on Minted's website.

6.8 Identity and Access Management. Minted will implement and maintain an identity access management solution to appropriately manage users of its internal applications and the services they can or cannot access and implement and maintain a policy to protect who has rights to access and use different information resources and guard against unauthorized use.

6.9 Patch Management. Minted will maintain a process to keep up-to-date operating system security patches on all company owned and managed workstations and servers.

6.10 Enhanced Password Protection. Minted has increased the frequency of salting and hashing of user passwords vs. the frequency in place at the time of the Security Incident and will require users to employ more complex account passwords. Minted will migrate user passwords to a third-party authentication platform that is rated as ISO 27001 compliant in order to enable enhanced anomaly detection and monitoring and protection against bot, brute force, and other types of attacks.

6.11 Vendor Management. Minted will require that all third party vendors in possession of Minted data take the required steps to protect Minted's data and require the third party vendors to comply with all applicable data privacy and protection laws and regulations.

6.12 Code Repository. Minted has added enhanced security features to its software coding repository and will continue to enhance these security features from time to time.

6.13 Cybersecurity Audit. At a minimum, Minted will conduct an initial cybersecurity audit to ensure compliance with SOC 2 Type 1 standards within one year following the entry of a Final Judgment, and a second such audit within one year thereafter. If Minted is sold or otherwise acquired prior to the completion of either audit, the acquiring company, at the parent level, may use any industry standard audit process to satisfy Minted's obligations under this Settlement Agreement so long as they meet, at a minimum, SOC 2 Type 1 standards.

6.14 At the Final Fairness Hearing, Minted shall file a report with the Court, with a copy to Class Counsel, detailing the status of its compliance with the business practices changes set forth in this section. The report shall be certified by the most senior Minted employee with responsibility for overseeing the business practices changes set forth herein.

VII. PRELIMINARY APPROVAL AND NOTICE OF FAIRNESS HEARING

7.1 As soon as practicable after the execution of the Settlement Agreement, Class Counsel and Minted's Counsel shall jointly submit this Settlement Agreement to the Court and file a Motion for Preliminary Approval of the settlement with the Court, requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit A, or an order substantially similar to such form in both terms and cost, requesting, among other things:

- (a) certification of the Settlement Class for settlement purposes only;
- (b) preliminary approval of the Settlement Agreement as set forth herein;

(c) appointment of Proposed Lead Class Counsel as Lead Class Counsel for the Settlement Class;

(d) appointment of the Representative Plaintiffs as the Settlement Class representatives;

(e) approval of a customary form of short notice to be emailed or mailed to Settlement Class Members (the “Short Notice”) in a form substantially similar to the one attached hereto as Exhibit C, a customary long form of notice (“Long Notice”) in a form substantially similar to the one attached hereto as Exhibit D, and a publication notice form (“Publication Notice”) substantially similar to the one attached hereto as Exhibit E, which together shall include a fair summary of the Settling Parties’ respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein and the date, time and place of the Final Fairness Hearing;

(f) appointment of A.B. Data, Ltd. as Notice and Claims Administrator; and

(g) approval of a claim form substantially similar to that attached hereto as Exhibit B.

The Short Notice, Long Notice, Publication Notice, and Claim Form shall be reviewed by the Notice and Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

7.2 The cost of notice to the Settlement Class in accordance with the Preliminary Approval Order, together with the Costs of Claims Administration, shall be paid from the Qualified Settlement Fund. Attorneys’ fees, costs, and expenses of Class Counsel, and service awards to Class Representatives, shall also be paid from the Qualified Settlement Fund as set forth in Section 2. Notice shall be provided to Settlement Class Members (i) via email using the same email list Minted used to notify its affected customers of the Security Incident, which Minted will update to include any additional Settlement Class members or revised contact information as available and necessary, and provide to the Notice and Claims Administrator within 5 business days of the Effective Date, (ii) by publication on the front page of Minted’s website, which shall be designed to call attention to the nature and significance of the information it contains and shall be clearly and conspicuously displayed, in no smaller than 10-point type, for 45 days and (iii) via a social media campaign targeting members of the settlement class based on email address. The notice plan shall be subject to approval by the Court as meeting constitutional due process requirements. The Notice and Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class Members’ inquiries (with the cost of any such help line and live operators to be paid from the Qualified Settlement Fund). The Notice and Claims Administrator also will provide copies of the forms of Short Notice, Long Notice, Publication Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. Prior to the Final Fairness Hearing, Proposed Lead Class Counsel and Minted shall cause to be filed with the Court an appropriate

affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, Publication Notice, and Claim Form approved by the Court may be adjusted by the Notice and Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and necessary and not inconsistent with such approval. The Notice Program shall commence within 30 days of the Preliminary Approval Order and shall be completed within 60 days of the Preliminary Approval Order.

7.3 Proposed Lead Class Counsel and Minted’s Counsel shall request that after Notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval of the settlement set forth herein.

VIII. OPT-OUT PROCEDURES

8.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated postal address established by the Notice and Claims Administrator. The written notice must clearly manifest a Person’s intent to be excluded from the Settlement Class, which intent shall be determined by the Notice and Claims Administrator. To be effective, written notice must be postmarked by the Claims Deadline.

8.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 8.1 above, referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 8.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

8.3 Commencing one week from the date Notice commences, the Notice and Claims Administrator will notify Minted’s Counsel and Class Counsel regarding the number of potential Settlement Class Members that have elected to opt-out of the Settlement Class, and will continue to provide weekly updates. No later than 10 days after the Claims Deadline, the Notice and Claims Administrator shall provide a final report to Class Counsel and Minted’s Counsel that summarizes the number of written notifications of Opt-Outs received to date, and other pertinent information as requested by Class Counsel and Minted’s Counsel.

8.4 In the event Minted determines in good faith that 500 potential Settlement Class members have elected to opt-out of the Settlement Class, Minted shall promptly notify Proposed Lead Class Counsel in writing that the Opt-Out threshold has been reached. Minted may then request in writing that, within 5 business days of such notice, the Settling Parties meet and confer regarding, and if necessary, agree to mediate, a reasonable reduction to the Qualified Settlement Fund to address the cost associated with resolving disputes with the Opt-Outs. In the event the Settling Parties are unable to reach an agreement on that issue within 20 days of Minted’s written notice that the Opt-Out threshold was reached, either Settling Party may elect at any time to terminate this Settlement Agreement and any settlement terms or agreements then in effect subject to ¶ 14.2. In the event either Settling Party voids this Settlement Agreement pursuant to this paragraph, it shall be obligated to pay all settlement expenses already incurred, excluding any

attorneys' fees, costs, and expenses of the other Settling Party's counsel, and neither Settling Party may seek recovery of same from any other Settling Party or from counsel to any other Settling Party.

IX. OBJECTION PROCEDURES

9.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection. Such notice shall state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice or copy of original notice of the Security Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector; (v) the identity of all counsel representing the objector who will appear at the Final Fairness Hearing; (vi) a list of all Persons who will be called to testify at the Final Fairness Hearing in support of the objection; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); (ix) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement within the last 3 years; (x) a list, by case name, court, and docket number, of all other cases in which the objector's counsel (on behalf of any Person or entity) has filed an objection to any proposed class action settlement within the last 3 years; and (xi) a list, by case name, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court no later than the Claims Deadline, and served concurrently therewith upon Proposed Lead Class Counsel, Jennifer M. Oliver, Esq., 600 W. Broadway, Suite 3300, San Diego, CA 92101; and Minted's Counsel, Ian C. Ballon, Esq., Greenberg Traurig, LLP, 1900 University Avenue, 5th Floor, East Palo Alto, CA 94303.

9.2 Except upon a showing of good cause, any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 9.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 9.1.

9.3 Submitting an objection notice under this Section shall constitute the objecting Settlement Class Member's consent to jurisdiction of the Court and to accept service of process, including subpoenas for testimony, at the email address provided in the objection notice.

X. PLAINTIFFS' RELEASE

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

XI. PROPOSED CLASS COUNSEL'S ATTORNEYS' FEES, COSTS, AND EXPENSES; SERVICE AWARD TO REPRESENTATIVE PLAINTIFFS

11.1 The Settling Parties did not negotiate the payment of the Representative Plaintiffs' attorneys' fees, costs, expenses and/or service award to Representative Plaintiffs, as provided for in ¶¶ 11.2 and 11.3, until after the substantive material terms of the settlement had been agreed upon, other than that Class Counsel's reasonable attorneys' fees, costs, expenses, and a service award to Representative Plaintiffs, would be paid from the Qualified Settlement Fund as approved and/or ordered by the Court.

11.2 Class Counsel has agreed to request the Court to approve up to \$1,200,000.00 from the Qualified Settlement Fund for their attorneys' fees, reasonable costs and expenses of the Litigation. Class Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by the Court among Class Counsel. The amount of attorneys' fees and expenses to be awarded shall be a matter of complete discretion of the Court upon consideration of the complete factual record before the Court at the Final Fairness Hearing.

11.3 Subject to Court approval, Representative Plaintiffs Melissa Atkinson and Katie Renvall will each receive a service award in the amount of \$5,000 from the Qualified Settlement Fund.

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

XII. ADMINISTRATION OF CLAIMS

12.1 The Notice and Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under Sections 3 and 4. Proposed Class Counsel and

Minted's Counsel shall be given reports as to both claims and distribution periodically or as requested, and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. Any determination by the Notice and Claims Administrator regarding the validity or invalidity of any such claims shall be binding, subject to the Claim Resolution process set forth in Section 5.

12.2 Checks, alternative digital payments, and/or activation codes for Credit Services for approved claims shall be transmitted or mailed and postmarked within 60 days of the date the Judgment becomes Final.

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

12.4 No Person shall have any claim against the Notice and Claims Administrator, Minted, Proposed Class Counsel, Minted's Counsel, any of the Released Parties and/or the Representative Plaintiffs based on distributions of benefits to Settlement Class Members.

12.5 Information submitted by Settlement Class Members pursuant to Sections 3 and 4 of this Settlement Agreement shall be deemed confidential and protected as such by Minted and the Notice and Claims Administrator.

XIII. DUTIES OF NOTICE AND CLAIMS ADMINISTRATOR

13.1 The Notice and Claims Administrator shall perform the functions specified in this Agreement and its Exhibits, including, but not limited to:

- (a) Obtaining from Minted, pursuant to ¶ 7.2, the names and last known email addresses, to the extent reasonably available, of Settlement Class Members for the purpose of sending email notice to Settlement Class Members;
- (b) Obtaining from Minted, pursuant to ¶ 7.2, information to the extent reasonably available necessary to establish a reasonably practical procedure to verify Settlement Class Members;
- (c) Effecting the notice plan as approved by the Court;
- (e) Establishing and maintaining a Post Office box or other mailing address for mailed written notifications of opt-out from the Settlement Class;
- (f) Establishing and maintaining the settlement website that, among other things, allows Settlement Class Members to submit claims electronically;

- (g) Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- (h) Responding to any mailed or emailed Settlement Class Member inquiries;
- (i) Mailing paper copies of the Notice and/or Claim Forms to Settlement Class Members who request them;
- (j) Processing all written notifications of Opt-Outs from the Settlement Class;
- (k) Providing reports on opt-out notices received pursuant to ¶ 8.3 and Exhibit F;
- (l) In advance of the Final Fairness Hearing, preparing affidavits to submit to the Court that: (i) attest to implementation of the notice plan in accordance with the Preliminary Approval Order; and (ii) identify each Settlement Class Member who timely and properly provided written notification of Opt-Out;
- (m) Within 60 days after the date the Judgment becomes Final, provide activation instructions and/or payment via paper checks or digital payment, either electronically or by U.S. or International Mail, to Settlement Class Members who have submitted valid claims for: (i) Credit Services and/or (ii) Monetary Compensation as set forth herein;
- (n) Providing weekly reports and a final report to Class Counsel and Minted's Counsel that summarize the number and amount of claims and opt outs since the prior reporting period, the total number and amount of claims and opt outs received to date, the number and amount of any claims approved and denied since the prior reporting period, the total number and amount of claims approved and denied to date, and other pertinent information as requested by Class Counsel and Minted's Counsel;
- (o) Paying all Taxes and Tax-Related Expenses from the Qualified Settlement Fund;
- (p) Performing any function related to Settlement administration at the agreed upon instruction of both Class Counsel and Minted's Counsel in a frugal and prudent manner, including, but not limited to, verifying that cash payments have been distributed;
- (q) Determining the validity of, and processing all claims submitted by Settlement Class Members; and
- (r) Overseeing administration of the Qualified Settlement Fund.

13.2 All expenses incurred by the Notice and Claims Administrator shall be paid from the Qualified Settlement Fund.

XIV. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

14.1 In the event any of the following events, this Settlement Agreement shall be canceled and terminated subject to ¶ 14.2 unless Proposed Class Counsel and Minted's Counsel mutually agree in writing to proceed with the Settlement Agreement: (a) the Court declines to enter an Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 7.1; (b) a Party has exercised any option to terminate the Settlement Agreement provided by this Agreement or its Exhibits; (c) the Court declines to enter the Judgment granting final approval to the settlement as set forth herein.

14.2 In the event that (i) the Settlement Agreement is not approved by the Court and one or both parties decide not to revise the terms of the Settlement Agreement to address the Court's concerns and seek approval of a revised agreement, or (ii) the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, including ¶ 8.4, then (a) the Settling Parties shall be restored to their respective positions in the Litigation and Minted's right to move to compel arbitration shall be preserved as if the Agreement had never been entered into, any remaining funds in the Qualified Settlement Fund shall immediately be returned to Minted within seven business days, and the Settling Parties shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement.

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

XV. MISCELLANEOUS PROVISIONS

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

15.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation and the Released Claims. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

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

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

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

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

15.7 Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.

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

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

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

15.11 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of California, and the rights and obligations of the Settling Parties shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California without giving effect to choice of law principles.

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

15.13 Cashing a settlement check, receiving settlement funds via electronic payment as set forth in the Claims Administration plan, and/or activating Credit Services is a condition precedent to any Settlement Class Member's right to receive settlement benefits.

15.14 Within 10 days of the Plaintiffs' Motion for Preliminary Approval, Minted shall provide CAFA notice required by 28 U.S.C. § 1715(b).

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

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

Date: April 15, 2021

By: 

Ian C. Ballon
GREENBERG TRAUIG, LLP
Counsel for Defendant Minted, Inc.

Date: April 15, 2021



By:
Jennifer M. Oliver
MOGINRUBIN LLP
Counsel for Plaintiffs/Settlement Class

Date: April 15, 2021



By:
Natasha Serino
SCHACK LAW GROUP
Counsel for Plaintiffs/Settlement Class