

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

IN RE CONDUENT BUSINESS
SERVICES DATA BREACH
LITIGATION

Civil Action No. 2:25-cv-16953
(MEF) (ADS)

**PLAINTIFFS' NOTICE OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

PLEASE TAKE NOTICE that on such date and time as the Court shall determine, the undersigned counsel for Plaintiffs shall move before the Hon. Michael E. Farbiarz, at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, for an Order pursuant to Fed. R. Civ. P. 23: (1) granting Preliminary Approval of the proposed Settlement between Plaintiffs and Defendants Conduent Business Services, LLC, Conduent State & Local Solutions, Inc., and Conduent Incorporated; (2) preliminarily certifying a Settlement Class for the purposes of Settlement; (3) appointing Plaintiffs as Class Representatives; (4) appointing James E. Cecchi of Carella, Byrne, Cecchi, Brody & Agnello, P.C., Jeff Ostrow of Kopelowitz Ostrow P.A., Gary M. Klinger of Milberg PLLC, and Norman E. Siegel of Stueve Siegel Hanson LLP as Class Counsel; (5) appointing Epiq Class Action & Claims Solutions, Inc. as Settlement Administrator; (6) approving the Parties' proposed Notice Program and Notices of the pendency of this Action and the Settlement to the Settlement Class; (7) directing that Notice be given to the

Settlement Class; (8) approving the Claim Process and Claim Form; (9) scheduling a Final Approval Hearing at which time the Court will consider the request for Final Approval of the Settlement and requests for Attorneys' Fees and Costs, and Service Awards to the Class Representatives; and (10) granting such other relief and further relief as the Court deems just and proper.

PLEASE TAKE FURTHER NOTICE that in support of this motion, Plaintiffs rely upon the Class Action Settlement Agreement and Release; Plaintiffs' Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval of Settlement, and the Joint Declaration of Class Counsel in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

PLEASE TAKE FURTHER NOTICE that, for the Court's convenience, a proposed form of Preliminary Approval Order is submitted herewith.

DATED: October 16, 2026

Respectfully submitted,

/s/ James E. Cecchi

James E. Cecchi

CARELLA BYRNE CECCHI

BRODY & AGNELLO, P.C.

5 Becker Farm Road

Roseland, NJ 07068

Tel.: (973) 994-1700

Fax: (973) 994-1744

Email: jcecchi@carellabyrne.com

Jeff Ostrow (pro hac vice)

KOPELOWITZ OSTROW P.A.

One West Law Olas Blvd., Suite 500

Tel.: (954) 332-4200
Fax: (954) 525-4300
Email: ostrow@kolawyers.com

Co-Lead Counsel

Norman E. Seigel (pro hac vice)
STUEVE SIEGEL HANSON LLP
460 Nichols Rd., Suite 200
Kansas City, MO 64112
Tel.: (816) 714-7112
Fax: (816) 714-7101
Email: siegel@stuevesiegel.com

Gary M. Klinger (pro hac vice)
MILBERG, PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Tel.: (866) 252-0878
Email: gklinger@milberg.com

Settlement Counsel

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE CONDUENT BUSINESS
SERVICES DATA BREACH
LITIGATION

Civil Action No. 2:25-cv-16953
(MEF) (ADS)

**MEMORANDUM OF LAW IN SUPPORT OF
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

James E. Cecchi
**CARELLA, BYRNE, CECCHI,
BRODY & AGNELLO, P.C.**
5 Becker Farm Road
Roseland, NJ 07068
Tel: (973) 994-1700
Fax: (973) 994-1744
Email: jcecchi@carellabyrne.com

Jeff Ostrow
KOPELOWITZ OSTROW P.A.
One West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301
Tel.: (954) 332-4200
Fax: (954) 525-4300
Email: ostrow@kolawyers.com

Plaintiffs' Co-Lead Counsel

TABLE OF CONTENTS

	Page
TABLE OF AUTHORITIES.....	iii
I. INTRODUCTION	1
II. BACKGROUND	2
A. Summary of the Class Claims.....	2
B. Commencement of the Action, Investigation Into the Class’s Claims, Appointment of Plaintiffs’ Interim Class Counsel, and Filing of Consolidated Complaints	3
C. Plaintiffs’ Discovery Efforts and Expert Work	6
D. The Parties’ Extensive Pre-Mediation Efforts	7
E. Mediation, Settlement Negotiations, and Settlement Terms	10
III. SUMMARY OF THE SETTLEMENT	11
A. Settlement Class and Subclasses.....	11
B. Settlement Fund and Settlement Class Member Benefits.....	12
C. Releases	14
D. Notice Program and Claim Process.	15
E. Attorneys’ Fees, Costs, and Service Awards.....	15
IV. LEGAL STANDARD.....	16
V. ARGUMENT	18
A. Preliminary Approval of the Settlement Is Appropriate	18

1.	Plaintiffs and Plaintiffs’ Interim Class Counsel Have Adequately Represented the Settlement Class	18
2.	The Proposed Settlement Was Negotiated at Arm’s Length....	21
3.	Costs, Risks, and Delay of Trial and Appeal.....	22
4.	The Other Rule 23(e)(2)(C) Factors Are Met.....	29
5.	Settlement Class Members Are Treated Equitably	31
B.	The Proposed Notice Program Satisfies Rule 23 and Due Process	32
C.	The Court Should Certify the Settlement Class and Subclasses.....	35
D.	Proposed Class Counsel Satisfy Rule 23(g)	43
VI.	PROPOSED SCHEDULE	44
VII.	CONCLUSION	45

TABLE OF AUTHORITIES

	Page
Cases	
<i>Amchem Prods. Inc. v. Windsor</i> , 521 U.S. 591 (1997)	35, 39, 41
<i>In re American Medical Collection Agency, Inc., Customer Data Security Breach Litig.</i> , No. 2:19-md-2904-JKS-ADS (D.N.J.)	27
<i>Amgen Inc. v. Connecticut Ret. Plans & Tr. Funds</i> , 568 U.S. 455 (2013)	39
<i>In re Anthem, Inc. Data Breach Litig.</i> , 327 F.R.D. 299 (N.D. Cal. 2018)	40
<i>Arbitrage Fund v. Toronto-Dominion Bank</i> , 2023 WL 5550198 (D.N.J. Aug. 29, 2023)	37
<i>In re Auto. Refinishing Paint Antitrust Litig.</i> , 617 F. Supp. 2d 336 (E.D. Pa. 2007)	26
<i>Beneli v. BCA Fin. Servs., Inc.</i> , 324 F.R.D. 89 (D.N.J. 2018)	26
<i>Bredbenner v. Liberty Travel, Inc.</i> , 2011 WL 1344745 (D.N.J. Apr. 8, 2011)	21
<i>Burrows v. DC Portfolio Servs., LLC</i> , 2025 WL 2304797 (D.N.J. Aug. 11, 2025)	18
<i>Byrd v. Aaron’s, Inc.</i> , 784 F.3d 154 (3d Cir. 2015)	42
<i>C.P. v. New Jersey Dep’t of Educ.</i> , 2022 WL 3572815 (D.N.J. Aug. 19, 2022)	37
<i>In re Cendant Corp. Litig.</i> , 264 F.3d 201 (3d Cir. 2001)	21, 27
<i>Chabak v. Somnia Inc.</i> , 2024 WL 4098620 (S.D.N.Y. Sept. 3, 2024)	32

<i>Crowe, et al. v. Managed Care of North America, Inc., et al.</i> , Case No. 23-cv-61065-AHS (S.D. Fla.)	24
<i>Cullen v. Whitman Med. Corp.</i> , 197 F.R.D. 136 (E.D. Pa. 2000)	28
<i>Cunningham v. DG3 N. Am., Inc.</i> , 2025 WL 2919331 (D.N.J. Oct. 14, 2025)	25
<i>Ehrheart v. Verizon Wireless</i> , 609 F.3d 590 (3d Cir. 2010)	16
<i>Eisen v. Carlisle & Jacquelin</i> , 417 U.S. 156 (1974)	32
<i>Erin Adams-Griffin v. Conduent Business Services, LLC</i> , No. 2:25-cv-16953	3
<i>Girsh v. Jepson</i> , 521 F.2d 153 (3d Cir. 1975)	<i>passim</i>
<i>Hacker v. Elec. Last Mile Sols. Inc.</i> , 2024 WL 5102696 (D.N.J. Nov. 6, 2024) (Farbiarz, J.)	19
<i>In re HealthEC LLC Data Breach Litig.</i> , 2025 WL 1603267 (D.N.J. June 6, 2025)	20, 25, 35
<i>In re Heartland Payment Systems, Inc. Customer Data Security Breach Litig.</i> , 851 F. Supp. 2d 1040 (S.D. Tex. 2012)	40
<i>Holden v. Guardian Analytics, Inc.</i> , 2024 WL 2845392 (D.N.J. June 5, 2024)	25
<i>In re Ins. Brokerage Antitrust Litig.</i> , 282 F.R.D. 92 (D.N.J. 2012)	18
<i>Jones v. Com. Bancorp, Inc.</i> , 2007 WL 2085357 (D.N.J. July 16, 2007)	17
<i>In re Linerboard Antitrust Litig.</i> , 321 F. Supp. 2d 619 (E.D. Pa. 2004)	28

<i>Maldini v. Marriott Int’l</i> , 140 F.4th 123 (4th Cir. 2005).....	24, 26
<i>In re Marriott Int’l, Inc., Customer Data Sec. Breach Litig.</i> , 341 F.R.D. 128 (D. Md. 2022), reversed on other grounds, <i>In re</i> <i>Marriott Int’l, Inc.</i> , 78 F.4th 677 (4th Cir. 2023).....	42
<i>In re Marriott Int’l, Inc., Customer Data Sec. Breach Litig.</i> , 78 F.4th 677 (4th Cir. 2023).....	24, 26
<i>In re Marriott International Inc. Customer Data Security Breach</i> <i>Litigation</i> , Case No. 8:19-md-02879 (D. Md.)	24
<i>Mullane v. Cent. Hanover Bank & Tr. Co.</i> , 339 U.S. 306 (1950)	32
<i>In re Nat’l Football League Players Concussion Inj. Litig.</i> , 821 F.3d 410 (3d Cir. 2016), as amended (May 2, 2016).....	19
<i>Pro v. Hertz Equip. Rental Corp.</i> , 2013 WL 3167736 (D.N.J. June 20, 2013)	26
<i>In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions</i> , 148 F.3d 283 (3d Cir. 1998).....	27, 41
<i>Rodriguez v. Nat’l City Bank</i> , 726 F.3d 372 (3d Cir. 2013).....	37
<i>In re Schering-Plough/Merck Merger Litig.</i> , No. 09-CV-1099 (DMC), 2010 WL 1257722 (D.N.J. Mar. 26, 2010)	18
<i>Stewart v. Abraham</i> , 275 F.3d 220 (3d Cir. 2001).....	36
<i>In re Suboxone (Buprenorphine Hydrochlorine & Naloxone) Antitrust</i> <i>Litig.</i> , 967 F.3d 264 (3d Cir. 2020).....	38
<i>Sullivan v. DB Invs., Inc.</i> , 667 F.3d 273 (3d Cir. 2011).....	39

<i>Theus v. Brinker, Int’l, Inc.</i> , 2025 WL 1786346 (M.D. Fla. June 27, 2025)	24, 27
<i>In re Valsartan, Losartan, & Irbesartan Prod. Liab. Litig.</i> , 2023 WL 1818922 (D.N.J. Feb. 8, 2023)	37, 38
<i>Wal-Mart Stores, Inc. v. Dukes</i> , 131 S. Ct. 2541 (2011)	36
<i>In re Warfarin Sodium Antitrust Litig.</i> , 212 F.R.D. 231 (D. Del. 2002), <i>aff’d</i> 391 F.3d 516 (3d Cir. 2004)	27
<i>In re Warfarin Sodium Antitrust Litig.</i> , 391 F.3d 516 (3d Cir. 2004)	16, 27
<i>Weiss v. Mercedes-Benz of N. Am., Inc.</i> , 899 F. Supp. 1297 (D.N.J. 1995)	26
<i>Whelan v. Diligent Corp.</i> , 349 F.R.D. 79 (S.D.N.Y. 2025)	31
<i>Woodward v. NOR–AM Chem. Co.</i> , 1996 WL 1063670 (S.D. Ala. May 23, 1996)	25

Statutes

28 U.S.C. § 1404	4
28 U.S.C. § 1407	4
California Consumer Privacy Act	3
California Confidentiality of Medical Information Act	3
California Customer Records Act	3
HIPAA	1, 33

Rules and Statutes

45 C.F.R. Part 160 and Subparts A and C	1
45 C.F.R. § 164.306(d)(3)	33

45 C.F.R. § 164.312(e)	33
Fed. R. Civ. P. 23	<i>passim</i>
Fed. R. Civ. P. 23(a)	35
Fed. R. Civ. P. 23(a)(1)	36
Fed. R. Civ. P. 23(a)(2)	36
Fed. R. Civ. P. 23(a)(3)	37
Fed. R. Civ. P. 23(a)(4)	38, 43
Fed. R. Civ. P. 23(b)	36
Fed. R. Civ. P. 23(b)(3)	36, 39, 41, 42
Fed. R. Civ. P. 23(c)(2)(B)	32, 35
Fed. R. Civ. P. 23(e)	2, 16, 32
Fed. R. Civ. P. 23(e)(1)	32
Fed. R. Civ. P. 23(e)(1)(B)	17
Fed. R. Civ. P. 23(e)(2)	1, 16, 17, 18
Fed. R. Civ. P. 23(e)(2)(A)	18, 20
Fed. R. Civ. P. 23(e)(2)(B)	21
Fed. R. Civ. P. 23(e)(2)(C)	29
Fed. R. Civ. P. 23(e)(2)(C)(i)	22
Fed. R. Civ. P. 23(e)(2)(C)(ii)	29
Fed. R. Civ. P. 23(e)(2)(C)(iii)	29, 30
Fed. R. Civ. P. 23(e)(2)(C)(iv)	29, 30
Fed. R. Civ. P. 23(e)(2)(D)	31
Fed. R. Civ. P. 23(g)	43, 44

Fed. R. Civ. P. 23(g)(1)(A) 43

Fed. R. Civ. P. 23(h)(1) 35

Other Authorities

5 James W. Moore et al., Moore’s Federal Practice 23.21[3][d] (3d ed.
2013) 42

Manual for Complex Litigation, §21.63 (4th ed. 2004) 16

Pursuant to Fed. R. Civ. P. 23, Plaintiffs,¹ individually and on behalf of the proposed Settlement Class, respectfully submit this memorandum of law in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement² supported by the Joint Declaration of Class Counsel ("Counsel Decl."), attached as ***Exhibit B***.

I. INTRODUCTION

Plaintiffs, on behalf of a proposed Settlement Class of approximately 62 million members, reached a nationwide Settlement with Conduent which includes monetary relief consisting of an \$80,000,000.00 all cash non-reversionary common fund and valuable non-monetary relief involving ongoing security enhancements and commitments related to the requirements of HIPAA Security Rule (45 C.F.R. Part 160 and Subparts A and C of Part 164). All Settlement Class Members will be able to Claim a Cash Payment from the Settlement Fund and each will automatically receive Credit Monitoring or Medical Data Monitoring depending upon which Subclass they are in.

As detailed herein, the Settlement satisfies Fed. R. Civ. P. 23(e)(2) and *Girsh*

¹ All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement and Releases ("SA"), attached to the Motion for Preliminary Approval as ***Exhibit A***.

² Defendants do not admit any liability, nor do they admit the allegations set forth in the Complaint, Amended Complaint, or contained herein. Defendants expressly reserve all defenses and rights.

v. Jepson, 521 F.2d 153 (3d Cir. 1975). Accordingly, the Court should preliminarily approve the Settlement; appoint the Class Representatives, Class Counsel, and Settlement Administrator; direct Notice to the Settlement Class; and enter all of the relief outlined herein and in the proposed Preliminary Approval Order.

II. BACKGROUND

A. Summary of the Class Claims

Conduent is a technology-enabled business process services and outsourcing company that manages high-volume, digital processing operations for businesses and governmental agencies. Counsel Decl. ¶ 10. The accompanying Counsel Declaration outlines in detail the complete background of the Action, the investigation counsel undertook into defendants and the claims against them, preparing for and attending mediation, and all of the other factors relevant to Rule 23(e). This brief will not repeat verbatim everything outlined in proposed Class Counsel's declaration but will, instead, show why the facts and proposed settlement easily satisfy the applicable analysis the Court must undertake under Rule 23.

This Action arises from a cyberattack on Conduent's network, which began on or about October 21, 2024, and continued until approximately January 13, 2025, in which an unauthorized third party accessed Conduent's systems and exfiltrated data files containing Private Information entrusted to Conduent by Conduent's clients. *Id.* ¶ 11. This type of data security case is often referred to as a hub-and-

spoke data breach in the sense that Conduent (the hub) suffered the Data Incident while in possession of Private Information provided to Conduent by Conduent's clients (the spokes). *Id.* ¶ 12. A hub-and-spoke case presents challenges different from, and more complex than, a straightforward case against a single defendant which was impacted by a security incident. *Id.*

Plaintiffs allege the threat actor, known as SafePay, exfiltrated approximately 8.5 terabytes of data from Conduent's network, including the Private Information of approximately 62 million individuals. *Id.* ¶ 13. The operative Amended Consolidated Class Action Complaint (ECF No. 157) alleges 16 causes of action against arising under common law negligence against Conduent and Conduent Defendant Clients and various state consumer protection statutes where applicable, including violation of the California Consumer Privacy Act, California Confidentiality of Medical Information Act, and California Customer Records Act. *See generally* ECF No. 157. Plaintiffs seek, among other relief, monetary damages, nominal damages, statutory damages, restitution, and injunctive relief. *Id.*

B. Commencement of the Action, Investigation Into the Class's Claims, Appointment of Plaintiffs' Interim Class Counsel, and Filing of Consolidated Complaints

On October 27, 2025, a class action captioned *Erin Adams-Griffin v. Conduent Business Services, LLC*, No. 2:25-cv-16953, was filed in this District. Counsel Decl. ¶ 15. Plaintiff Adams-Griffin asserted claims against Conduent,

individually and on behalf of a nationwide class, each arising from the Data Incident. *Id.*; ECF No. 1. Related actions were filed in rapid succession over the next month against Conduent and the Conduent Defendant Clients. Counsel Decl. ¶ 16; *see* ECF No. 11 at n.1.

To avoid extended motion practice under either 28 U.S.C. § 1404 or 28 U.S.C. § 1407, Class Counsel cooperatively worked with lawyers around the country that filed cases against Conduent to reach a consensus on prosecuting the Action in this District. Counsel Decl. ¶ 17. This required dismissals of several actions and transferring others to this District. *Id.* The Court consolidated the related actions on November 24, 2025. ECF No. 19. After extensive work by Class Counsel, a consensus plaintiffs' side leadership proposal was reached, which the Court approved. *Id.* ¶¶ 21-22; ECF No. 91.

Between those appointments and filing the Consolidated Class Action Complaint on March 18, 2026 (ECF No. 136), Class Counsel undertook substantial and complex efforts to investigate and develop a unified litigation strategy for what ultimately became a 264-page Consolidated Class Action Complaint. Counsel Decl. ¶ 23. This work included reviewing and analyzing all filed complaints and prospective actions; identifying, vetting, and communicating with hundreds of prospective named plaintiffs nationwide; consulting with liability and damage experts; evaluating standing, injury, typicality, and adequacy considerations;

determining the appropriate litigation structure, including the hub-and-spoke nature of the data-sharing relationships among Conduent and its consumer facing insurer clients; investigating the relationship between Conduent and each Conduent Defendant Client; coordinating numerous plaintiffs' firms efforts to represent the putative classes; collecting and reviewing data-breach notices, regulatory filings, public reports, insurer disclosures, corporate statements, SEC filings, and cybersecurity publications; researching the SafePay ransomware attack, the scope of the Data Incident, the categories of information compromised, and the evolving victim counts; analyzing potential state and federal causes of action; identifying applicable state-law subclasses and representative plaintiffs; drafting, revising, and harmonizing allegations originating from numerous constituent complaints; and developing a cohesive pleading strategy designed to maximize recovery. *Id.* All of that work culminated in the Consolidated Class Action Complaint that required multiple rounds of drafting and revision. *Id.*

Between the filing of the Consolidated Class Action Complaint on March 18, 2026 (ECF No. 136), and the filing of the Amended Consolidated Class Action Complaint on June 12, 2026 (ECF No. 157), Class Counsel continued to investigate the facts and legal issues, and ultimately amended the operative pleading to remove California Physicians' Service d/b/a Blue Shield of California as a defendant, and replace American International Group, Inc. with American International Group

Procurement Services, Inc. as the named defendant. *Id.* ¶ 24.

C. Plaintiffs' Discovery Efforts and Expert Work

Shortly after the Action began, Class Counsel and Plaintiffs' Steering Committee actively prepared for discovery and commenced work with a focus on class certification and an eventual trial. *Id.* ¶ 25. For example, Class Counsel prepared 90 Requests for Production and 25 Interrogatories to Defendant Conduent, and 55 Requests for Production and 25 Interrogatories to each Conduent Defendant Client. *Id.* Public records requests were made to government agencies about the Data Incident. *Id.* Class Counsel also prepared a Confidentiality Order and ESI Protocol, which were circulated to Conduent's counsel for review on May 20, 2026. *Id.*

At the same time, Class Counsel engaged and worked continuously with their liability and damages experts. *Id.* ¶ 26. These experts included a former federal law enforcement officer experienced in cybercrime that assisted Class Counsel in understanding the nature and scope of the Data Incident, as well as SafePay's background and history of cybercrime. *Id.* Liability experts were engaged to begin evaluating defendants' acts and omissions that lead to the Data Incident. *Id.* Class Counsel also engaged the necessary damages experts, including to value the compromised Private Information and a separate damages analysis for necessary future and continued monitoring costs. *Id.*

To efficiently chart the course for discovery and coalesce around a strategy to

pursue the litigation, Class Counsel, the Steering Committee, and other plaintiffs' counsel met weekly by Zoom. *Id.* ¶ 27. They met in person on three occasions in New York and New Jersey to coordinate various litigation activities and had several discussions with Conduent's counsel to discuss the litigation and prospect for resolution. *Id.* Plaintiffs' experts joined meetings as needed, and Class Counsel was prepared to fully litigate the Action at the time of Settlement. *Id.*

D. The Parties' Extensive Pre-Mediation Efforts

Before filing the Consolidated Class Action Complaint, Class Counsel actively worked with Conduent and the Conduent Defendant Clients to address procedural and merits issues relating to Plaintiffs' claims. *Id.* ¶ 28. For example, Class Counsel consulted with several of the Conduent Defendant Clients regarding their relationships with Conduent, and whether they had indemnification agreements that would weigh on the potential resolution of the Action. *Id.* Class Counsel evaluated the prospect of these indemnification claims from the Conduent Defendant Clients against Conduent as well as Conduent's financial condition in publicly reported SEC filings as significant factors weighing on any efforts to resolve the litigation. *Id.* ¶ 29.

Given Conduent's publicly stated financial condition, Class Counsel pursued a comprehensive examination of Conduent's ability to pay a judgment in this case. *Id.* ¶ 30. First, Class Counsel undertook an extensive analysis of Conduent's

securities filings to understand its cash position, its role and position in the market for its services, and prospects for the future. *Id.* Second, Class Counsel engaged a business valuation expert who examined Conduent's public filings and conducted a more complex investigation of Conduent's access to capital, how Conduent was leveraged, and the risk of any Chapter 7 or 11 proceedings in the event of a significant judgment. *Id.*

During this period, Class Counsel continued to research and prepare to respond to Conduent's and the Conduent Defendant Clients' anticipated motions to dismiss. *Id.* ¶ 31. As defendants' deadline to move to dismiss approached, the Parties agreed to mediate. Importantly, the parties agreed to postpone the operative motion deadlines primarily to preserve funds available under Conduent's insurance policies. *Id.* The mediation was intended to explore a comprehensive resolution of the Action and was conditioned on Conduent providing key information to allow Class Counsel to make an informed analysis of any proposed settlement. *Id.* ¶¶ 32-33. Specifically, Plaintiffs requested detailed information from Conduent, including: (a) its insurance tower; (b) its internal investigation into the root cause of the Data Incident; (c) a granular breakdown of the type of data exfiltrated; (d) the domiciles and size of the putative class; (e) Conduent's financial condition and ability to pay; and (f) the Conduent's clients interaction and oversight of Conduent's data security practices. *Id.* ¶ 33. Conduent responded to these requests and numerous others, allowing Class

Counsel to meaningfully approach the mediation with sufficient information to value the claims asserted and the risks of continuing litigation against Conduent and the Conduent Defendant Clients. *Id.* ¶ 34.

At the same time, Conduent requested information from the representative Plaintiffs to inform its mediation efforts, serving 13 specific requests on Plaintiffs, to which Plaintiffs provided written responses and produced documents on August 5, 2026. *Id.* ¶ 36. While engaging in this pre-mediation discovery, Class Counsel also devoted substantial time preparing a detailed mediation brief designed to present Plaintiffs' claims in the best possible light and maximize recovery for the putative class. *Id.* ¶ 38. Preparing the brief required extensive legal research concerning Conduent's and the Conduent Defendant Clients' anticipated motions to dismiss and other defenses; factual investigation into the circumstances of the Data Incident, Conduent's and the Conduent Defendant Clients' cybersecurity practices, and Conduent's and the Conduent Defendant Clients' delayed notification efforts; review of comparable data-breach settlements, class-certification decisions, and dispositive rulings; and analysis of liability, class-certification, and damages issues. *Id.*

Class Counsel also worked closely with their retained expert consultants to respond to issues concerning liability, damages, and the risk of continuing harm to individuals impacted by the Data Incident. *Id.* In advance of mediation, Plaintiffs

served their 22-page mediation brief with 306 pages of exhibits on Conduent. *Id.* ¶ 39. Likewise, Conduent served its 21-page mediation brief with 25 pages of exhibits. Class Counsel closely analyzed Conduent's mediation brief, along with Conduent's pre-mediation discovery responses, in advance of the mediation. *Id.*

E. Mediation, Settlement Negotiations, and Settlement Terms

The Parties participated in an all-day mediation on August 13, 2026, with a highly experienced former United States Magistrate Judge, Hon. Diane Welsh. *Id.* ¶ 40. And, as noted, the mediation did not occur in a factual vacuum. *Id.* ¶ 41. To the contrary, given the parties' extensive pre-mediation work and experience, all parties were fully equipped to assess the strengths and weaknesses of their respective positions. *Id.* Importantly, the mediation was not simply an exercise in exchanging numbers or proposals. *Id.* ¶ 42. Rather, each side made extensive presentations to each other, including client representatives, and, most importantly, Conduent provided additional information, including an extensive presentation and documentary evidence detailing the Data Incident, its investigation, the notification process, and additional financial information, all to allow Class Counsel to further understand the claims and defenses at issue and the risks attendant to further litigation. *Id.* At the conclusion of mediation, the Parties accepted Judge Welsh's mediator's proposal for an \$80,000,000.00 all cash non-reversionary common-fund and Conduent's commitment for improved data security. *Id.* ¶ 43.

After mediation, Class Counsel enacted a competitive bid process to obtain proposals from prospective settlement administrators to handle notice and claims administration. *Id.* ¶ 44. Class Counsel received and analyzed proposals for four administrators, including a proposal from CyEx, Inc., a well-established credit and medical data monitoring provider. *Id.* Over the following weeks, the Parties' counsel negotiated and drafted the Settlement terms, Notice Program, and Claim Process. *Id.* ¶ 45. They drafted and prepared the Settlement Agreement, worked with the chosen settlement administrator to prepare the Notices and Claim Form, and prepared the proposed Preliminary Approval Order and Final Approval Order. *Id.* After finalizing the Settlement Agreement, the Parties executed it on October 16, 2026. *Id.*

III. SUMMARY OF THE SETTLEMENT

A. Settlement Class and Subclasses

Plaintiffs seek Preliminary Approval of the Settlement on behalf of the following Settlement Class:

All individuals residing in the United States who are on the Class List and were provided actual or substitute notice by Conduent and/or its clients that their Private Information may have been affected by the Data Incident.

SA ¶ 68. Excluded from the Settlement Class are: (1) Conduent, any entity in which Conduent has a controlling interest, and Conduent's officers, directors, legal representatives, successors, subsidiaries, and assigns; (2) any Settlement Class Member who properly and timely opt-out of the Settlement Class; (3) the Court, the

Judge's immediate family, and Court staff; and (4) all individuals who on or before the filing of Plaintiffs' Motion for Preliminary Approval released their claims against the Released Parties. *Id.*

The Settlement Class has two Subclasses. Subclass A consists of approximately 40 million Settlement Class Members whose Private Information was maintained in a complex manner such that it was not readily accessible to third parties other than Conduent. *Id.* ¶ 72. Subclass B consists of approximately 22 million Settlement Class Members whose Private Information was stored in files wherein the data was more readily accessible to third parties. *Id.* ¶ 73.

B. Settlement Fund and Settlement Class Member Benefits

The Settlement Fund is all cash, with no reverter. It provides Settlement Class Members the opportunity to claim cash relief and, importantly, will be used to automatically purchase Credit Monitoring or Medical Data Monitoring for *all* Settlement Class Members. *Id.* ¶ 71, 78-79. The Settlement Fund will also be used to pay all Settlement Administration Costs and any Court-approved Service Awards and Attorneys' Fees and Costs. *Id.* ¶ 79.

Monitoring. All Settlement Class Members will automatically, without having to submit a Claim, receive one year of one bureau Credit Monitoring or Medical Data Monitoring services with a number of beneficial features including \$1,000,000.00 in insurance with no deductible, provided through CyEx, Inc. *Id.*

¶ 92. Subclass A Members will receive Credit Monitoring (“Financial Shield Complete”), which includes monitoring of bank, investment, and credit-card accounts, monthly spending tracking, monitoring of up to five home and property titles, high-risk transaction monitoring, and dark-web scanning. *Id.* It has a retail cost of \$179.40 per individual per year. Subclass B Settlement Class Members will receive Medical Data Monitoring (“Medical Shield Complete”), which also includes monitoring of dark-web and public-web marketplaces that traffic in medical information. *Id.* It has a retail cost of \$179.40 per individual per year.

Cash Payment for Documented Losses. All Settlement Class Members may submit a Claim for reimbursement of documented, unreimbursed out-of-pocket losses related to fraud and/or identity theft stemming from the Data Incident, up to \$3,500.00 each. *Id.* ¶ 93. To qualify, a loss must be an actual, documented, and unreimbursed monetary loss that was incurred after the Data Incident and more likely than not was caused by the Data Incident. *Id.* The loss must be supported by reasonable documentation submitted with the Claim Form. *Id.*

Pro Rata Cash Payment. In addition to a Cash Payment for Documented Losses, Subclass B Settlement Class Members may also elect to receive a Pro Rata Cash Payment, the amount of which will be based on the amount of funds remaining in the Net Settlement Fund. *Id.* ¶ 94. All Subclass B Settlement Class Members who elect this benefit and submit a Valid Claim will receive the same amount of cash

from the Net Settlement Fund, subject to the California Statutory Payment, which is a 20% upward adjustment in the Pro Rata Cash Payment to Subclass B Settlement Class Members residing in California on October 21, 2024. *Id.* By way of example, a Pro Rata Cash Payment for a non-California Subclass B Settlement Member in the amount of \$50.00 will result in a Subclass B Settlement Subclass Member from California receiving a payment in the amount of \$60.00. *Id.* Those claiming the California Statutory Payment must attest under penalty of perjury that they resided in California on the day of the Data Incident. *Id.* The amount of cash to distribute from the Net Settlement Fund will not be known until all Claims for Cash Payments for Documented Losses are validated and until the Court awards Attorneys' Fees and Costs and Service Awards. *Id.* Thereafter, the amount of each Subclass B Settlement Class Member's distribution will be based on the total number of Valid Claims for Pro Rata Cash Payments. *Id.*

Representations and Enhancements. Conduent has agreed to make ongoing security enhancements and to provide Class Counsel with a confidential declaration detailing those actions. *Id.* ¶ 95.

C. Releases

Plaintiffs and Settlement Class Members who do not opt-out will release Conduent, Conduent's clients, any customer of or contractual downstream entity to Conduent's clients, and other individuals and entities, as detailed in the Releases

section of the Settlement Agreement. *Id.*, § XIV. The narrowly tailored Releases do not impair the Court's authority to enforce the terms of the Settlement. Counsel Decl. ¶ 3.

D. Notice Program and Claim Process

The Parties have agreed to provide Notice to the Settlement Class by way of Email Notice, Reminder Email Notice, Long Form Notice, and Publication Notice. SA, Exs. 1-3 (Email Notice, Reminder Email Notice, and Long Form Notice). Epiq Class Action & Claims Solutions, Inc., the proposed Settlement Administrator, shall implement the Notice Program and Claim Process. *Id.* ¶ 98. The Agreement details the Settlement Administrator's duties, the Notice Program (including the opt-out and objection procedures), and the robust Claim Process for Cash Payments. *Id.* ¶¶ 98-135.

E. Attorneys' Fees, Costs, and Service Awards

The Agreement also details the terms for any proposed Attorneys' Fees and Costs and Service Awards that the Court must approve. By the deadline the Court sets, the Motion for Attorneys' Fees, Costs, and Service Awards will seek an award, as is authorized by well-settled law, of attorneys' fees of up to 34% of the \$80,000,000.00 Settlement Fund; reimbursement of costs; and Service Awards for the Class Representatives not to exceed \$1,500.00 each. *Id.* ¶¶ 138-139; Counsel Decl. ¶¶ 89, 92. The Notices will inform the Settlement Class of these amounts, and

they will have ample opportunity to review the Motion for Attorneys’ Fees, Costs, and Service Awards to submit any objections they may have before the Final Approval Hearing. *Id.* ¶ 89.

IV. LEGAL STANDARD

Court approval for any compromise of claims brought on a class basis is required. Fed. R. Civ. P. 23(e) (“The claims . . . of a certified class – or a class proposed to be certified for purposes of settlement – may be settled . . . only with the court’s approval.”). It is well established in this Circuit that the settlement of a class action is both favored and encouraged. *See, e.g., Ehrheart v. Verizon Wireless*, 609 F.3d 590, 594-95 (3d Cir. 2010); *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004).

The *Manual for Complex Litigation* describes a three-step class action settlement approval process: preliminary approval of the proposed settlement; dissemination of notice of the settlement to class members; and a final approval hearing. *See Manual for Complex Litigation*, §21.63 (4th ed. 2004) (“*Manual*”). At this juncture, Plaintiffs request the Court take the first and second steps by entering the proposed Preliminary Approval Order and ordering the dissemination of Notice to the Settlement Class.

Under Rule 23(e), preliminary approval should be granted if the Court “will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the

class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B); *see also Jones v. Com. Bancorp, Inc.*, 2007 WL 2085357, at *2 (D.N.J. July 16, 2007) (“Courts make a preliminary evaluation of the fairness of the settlement, prior to directing that notice be given to members of the settlement class.”).

Fed. R. Civ. P. 23(e)(2) provides:

(2) *Approval of the Proposal.* If the proposal would bind class members, the court may approve it only after a hearing and only on finding that it is fair, reasonable, and adequate after considering whether:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

In addition, courts in this Circuit look to the traditional factors utilized in the Third Circuit—known as the “*Girsh* factors”—to evaluate the propriety of a class action settlement, many of which overlap with Rule 23(e)(2):

- (1) the complexity, expense and likely duration of the litigation . . . ; (2) the reaction of the class to the settlement . . . ; (3) the stage of the proceedings and the amount of discovery completed . . . ; (4) the risks of establishing liability . . . ; (5) the risks of establishing damages . . . ;

(6) the risks of maintaining the class action through the trial . . . ; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery . . . ; [and] (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation

Burrows v. DC Portfolio Servs., LLC, 2025 WL 2304797, at *9 (D.N.J. Aug. 11, 2025) (citing *Girsh*, 521 F.2d at 157). The *Girsh* factors “are a guide and the absence of one or more does not automatically render the settlement unfair.” *In re Schering-Plough/Merck Merger Litig.*, 2010 WL 1257722, at *5 (D.N.J. Mar. 26, 2010) (citation omitted).

Here, Plaintiffs and Class Counsel submit that the Rule 23(e)(2) and *Girsh* factors are easily satisfied.

V. ARGUMENT

A. Preliminary Approval of the Settlement Is Appropriate

The proposed Settlement is fair, reasonable, and adequate. For the reasons set forth below, Preliminary Approval of the proposed Settlement should be granted.

1. Plaintiffs and Plaintiffs’ Interim Class Counsel Have Adequately Represented the Settlement Class

The first two factors under Rule 23(e)(2) are the adequacy of representation and the arm’s-length nature of the settlement negotiations. *See* Fed. R. Civ. P. 23(e)(2)(A)-(B). These two factors overlap with the third *Girsh* factor, which focuses on the stage of the proceedings and the amount of discovery completed. *See*

In re Ins. Brokerage Antitrust Litig., 282 F.R.D. 92, 102 (D.N.J. 2012) (“[A] presumption of fairness exists where a settlement has been negotiated at arm’s length, discovery is sufficient, the settlement proponents are experienced in similar matters and there are few objectors.”). As the Third Circuit recognizes:

As with the presumption of fairness, formal discovery is not a requirement for the third *Girsh* factor. What matters is not the amount or type of discovery class counsel pursued, but whether they had developed enough information about the case to appreciate sufficiently the value of the claims. Moreover, requiring parties to conduct formal discovery before reaching a proposed class settlement would take a valuable bargaining chip—the costs of formal discovery itself—off the table during negotiations. This could deter the early settlement of disputes.

In re Nat’l Football League Players Concussion Inj. Litig., 821 F.3d 410, 439 (3d Cir. 2016), *as amended* (May 2, 2016).

“Representative plaintiffs provide adequate representation of a class where the ‘named plaintiffs’ interests are sufficiently aligned with’ absent class members.” *Hacker v. Elec. Last Mile Sols. Inc.*, 2024 WL 5102696, at *7 (D.N.J. Nov. 6, 2024) (Farbiarz, J.) (citation omitted). Here, the Plaintiffs have no interests adverse or antagonistic to absent Settlement Class Members. Counsel Decl. ¶ 75. Plaintiffs are all individuals whose Private Information may have been impacted by the Data Incident and who allege that Conduent and its clients were negligent in allowing the Data Incident to occur. *Id.* Moreover, the representative Plaintiffs have all been actively engaged in the litigation and, in preparation for mediation, responded to

informal discovery requests, and have remained involved during the settlement process. *Id.* They have amply fulfilled their duties to all absent class members. *Id.*

There is also no question that Class Counsel have adequately represented the Settlement Class as required by Rule 23(e)(2)(A) by diligently and zealously prosecuting this Action for the proposed Settlement Class, including, *inter alia*, by drafting detailed complaints, including the operative Amended Consolidated Complaint; preparing a Confidentiality Order and an ESI Protocol; preparing detailed discovery requests, including requests for production and interrogatories to be served on Conduent and the Conduent Defendant Clients; issuing public records requests to relevant government agencies, conferring with them regarding their responses, and reviewing public records they produced; engaging and working with experts on the issues of liability, damages, and Conduent's financial condition; engaging in extensive pre-mediation informal discovery and participating in extensive settlement negotiations, both prior to and after mediation; and confirmatory discovery following mediation. Counsel Decl. ¶¶ 23, 25-66. *See also In re HealthEC LLC Data Breach Litig.*, 2025 WL 1603267, at *9 (D.N.J. June 6, 2025).

Further, and as detailed in Class Counsel's declaration and resumes, each of the firms prosecuting this Action have extensive experience prosecuting class actions in general, and data security cases in particular. Counsel Decl. ¶ 22; ECF

Nos. 29-1–29-4. They are among the most experienced data privacy lawyers in the country and, as such, they have a wealth of experience and knowledge which informed each of their decisions regarding this litigation and the proposed settlement.

2. The Proposed Settlement Was Negotiated at Arm’s Length

Rule 23(e)(2)(B) evaluates whether the proposed settlement “negotiations occurred at arms length.” *In re Cendant Corp. Litig.*, 264 F.3d 201, 232 n.18 (3d Cir. 2001) (citing *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.* (“GMC Truck”), 55 F.3d 768, 785 (3d Cir. 1995)). This factor is also easily satisfied. In addition to direct negotiations between counsel, a full-day mediation took place in Philadelphia, Pennsylvania, before experienced class action mediator United States Magistrate Judge Diane M. Welsh (Ret.) of JAMS, where a settlement was reached in principle. *See* Counsel Decl. ¶ 40. Direct participation of an experienced mediator further ensures that the negotiations were non-collusive and conducted properly. *See, e.g., Bredbenner v. Liberty Travel, Inc.*, 2011 WL 1344745, at *10 (D.N.J. Apr. 8, 2011) (“Participation of an independent mediator in settlement negotiations ‘virtually insures that the negotiations were conducted at arm’s length and without collusion between the parties.’”) (citation omitted).

In these negotiations, each side had full knowledge of the crucial issues, and they involved numerous telephone calls, e-mails, and an in-person meetings between

counsel before and after mediation. Counsel Decl. ¶¶ 25-66. These negotiations were difficult, adversarial, and vigorously executed by both sides. *Id.* ¶ 40. For its part, Conduent is represented by highly sophisticated counsel with extensive experience in data breach litigation. *Id.* There is no evidence that any collusion or illegality existed during settlement negotiations. *Id.*

3. Costs, Risks, and Delay of Trial and Appeal

Rule 23(e)(2)(C)(i), which overlaps *Girsh* factors 1 and 4-9, instructs the Court to consider the adequacy of the settlement relief in light of the costs, risks, and delay that trial and appeal would inevitably impose.³ *Compare* Fed. R. Civ. P. 23(e)(2)(C)(i) with *Girsh*, 521 F.2d at 157 (factor one focuses on the complexity, expense, and likely duration of the litigation; factors four through nine focus on risks). These factors weigh in favor of Preliminary Approval of the Settlement.

Although Plaintiffs believe the claims asserted in the Action are meritorious and the Settlement Class would ultimately prevail at trial, continued litigation against Conduent and the Conduent Defendant Clients poses significant risks that make any recovery for the Settlement Class uncertain. Counsel Decl. ¶¶ 46-66. The Settlement's fairness is underscored by consideration of the obstacles the Settlement Class would face in ultimately succeeding on the merits, as well as the expense and

³ The second *Girsh* factor, the reaction of the class to the Settlement, does not yet apply, and will be addressed at the Final Approval stage after the Settlement Class Members have been given Notice of the Settlement and an opportunity to be heard.

likely duration of the litigation. *Id.* In addition, given Conduent's financial condition and the prospect of indemnity obligations to its clients (including the Conduent Defendant Clients), continued litigation against Conduent is likely to present meaningful collection and enforcement risks. *Id.* ¶¶ 47-53.

Continued litigation also presents substantial risks with respect to establishing liability and damages against the Conduent Defendant Clients. *Id.* ¶ 71. In particular, the claims against the Conduent Defendant Clients were based on the notion that each of them failed to adequately oversee Conduent's data security practices when entrusting Conduent with customer data. *Id.* ¶ 59. But, in the mediation, the Parties exchanged information reflecting that those defendants had exercised at least sufficient diligence such that the issue would certainly be one for a jury to ultimately adjudicate.

Further, when the Settlement was reached, neither Conduent nor the Conduent Defendant Clients had filed a motion to dismiss, and the Court had not yet evaluated the sufficiency of Plaintiffs' claims. *Id.* ¶ 61. Accordingly, Plaintiffs faced the risk that one or all claims, causes of action, putative classes, or categories of relief could be narrowed or dismissed through motion practice. *Id.* Assuming claims survived the motion to dismiss process, significant litigation hurdles remained, including summary judgment and class certification.

When considering this factor, it is important to highlight that data breach cases

are different from cases involving uniform federal statutes and legal principles. A data breach class certification motion often requires complicated choice of law analysis leading to class certification requests grouping states together into subclasses. And, the uniformity of damages and damage models are always contested and subject to expert testimony. Put simply, class certification is no certainty in data breach class actions. *See, e.g., Maldini v. Marriott Int'l*, 140 F.4th 123 (4th Cir. 2005); *In re Marriott Int'l, Inc., Customer Data Sec. Breach Litig.*, 78 F.4th 677 (4th Cir. 2023); *Theus v. Brinker, Int'l, Inc.*, 2025 WL 1786346 (M.D. Fla. June 27, 2025). Moreover, because of the evolving nature of the case law pertaining to data protection, it is likely that a win by either Plaintiffs or defendants would result in interlocutory and final appeals, further increasing costs and extending the time until Plaintiffs and putative class members can have a chance at relief. *Id.* ¶ 50.

Nor is it a given in any case, data privacy in particular, that litigating a case for years necessarily translates into an opportunity for greater recoveries for class members. The opposite is often true even after counsel have invested years of work and millions of dollars in out-of-pocket costs. *See, e.g., Crowe, et al. v. Managed Care of North America, Inc., et al.*, Case No. 23-cv-61065-AHS (S.D. Fla.) (providing documented losses and two years of medical data monitoring as settlement benefits after 3 years of litigation); *In re Marriott Int'l, Inc. Customer Data Security Breach Litig.*, Case No. 8:19-md-02879 (D. Md.) (resolving without

a class action settlement after seven years of litigation). Avoiding the risks involved with further litigation, the Settlement provides Settlement Class Members with the opportunity to immediately receive significant benefits. Counsel Decl. ¶ 60; *see also Cunningham v. DG3 N. Am., Inc.*, 2025 WL 2919331, at *5 (D.N.J. Oct. 14, 2025) (approving the settlement and finding reimbursement for documented losses or an alternative cash payment and credit monitoring to be “direct benefits” to the settlement class); *Holden v. Guardian Analytics, Inc.*, 2024 WL 2845392, at *7 (D.N.J. June 5, 2024) (same).

Put simply, the risks of continued litigation in these cases are real and known to experienced counsel. “[A]s many courts have already recognized, data breach litigation is long, complicated and expensive.” *In re HealthEC LLC Data Breach Litig.*, 2025 WL 1603267, at *9. As in *HealthEC*, “[t]his settlement, relatively early in the litigation, avoids delay, risk and expense, and affords class members real relief.” *Id.* This risk calculus performed by experienced counsel certainly weighs in favor of Preliminary Approval.

A settlement is also not only beneficial to all parties, but the Court as well. *See Woodward v. NOR-AM Chem. Co.*, 1996 WL 1063670, at *21 (S.D. Ala. May 23, 1996) (“Complex litigation . . . ‘can occupy a court’s docket for years on end, depleting the resources of the parties and the taxpayers while rendering meaningful relief increasingly elusive.’”) (quoting *In re U.S. Oil & Gas Litig.*, 967 F.2d 489,

493 (11th Cir. 1992)). Indeed, avoiding a multi-year, complex litigation weighs in favor of Preliminary Approval.

Girsh factor 4 examines “the risks of establishing liability.” *Girsh*, 521 F.2d at 157. Under this factor, “[b]y evaluating the risks of establishing liability, the district court can examine what the potential rewards (or downside) of litigation might have been had class counsel elected to litigate the claims rather than settle them.” *Beneli v. BCA Fin. Servs., Inc.*, 324 F.R.D. 89, 103 (D.N.J. 2018) (quoting *GMC Truck*, 55 F.3d at 814. In considering this factor, this Court has recognized that “[a] trial on the merits always entails considerable risks.” *Pro v. Hertz Equip. Rental Corp.*, 2013 WL 3167736, at *4 (D.N.J. June 20, 2013) (quoting *Weiss v. Mercedes-Benz of N. Am., Inc.*, 899 F. Supp. 1297, 1301 (D.N.J. 1995)). And “no matter how confident one may be of the outcome of the litigation, such confidence is often misplaced.” *In re Auto. Refinishing Paint Antitrust Litig.*, 617 F. Supp. 2d 336, 343 (E.D. Pa. 2007).

Although Class Counsel believe the claims presented in the Action are meritorious, they are experienced counsel who understand “the risks surrounding a trial on the merits are always considerable.” *Weiss*, 899 F. Supp. at 1301. As already noted, those risks have materialized negatively in other data breach litigation at the class certification stage. *See, e.g., Maldini v. Marriott Int’l*, 140 F.4th 123 (4th Cir. 2005); *In re Marriott Int’l, Inc., Customer Data Sec. Breach Litig.*, 78 F.4th 677 (4th

Cir. 2023); *Theus v. Brinker, Int'l, Inc.*, 2025 WL 1786346. The Settlement provides certainty to the Settlement Class and substantial relief now.

Similarly, *Girsh* factor 5 “attempts to measure the expected value of litigating the action rather than settling it at the current time.” *In re Cendant Corp. Litig.*, 264 F.3d 201, 238 (3d Cir. 2001) (quoting *GMC Truck*, 55 F.3d at 816). The Court looks at the potential damage award if the case were taken to trial against the benefits of immediate settlement. *See In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 319 (3d Cir. 1998). In *Warfarin Sodium*, the trial court found that the risk of establishing damages strongly favored settlement, observing that “[d]amages would likely be established at trial through ‘a battle of experts,’ with each side presenting its figures to the jury and with no guarantee whom the jury would believe.” *In re Warfarin Sodium Antitrust Litig.*, 212 F.R.D. 231, 256 (D. Del. 2002) (citation omitted), *aff’d* 391 F.3d 516, 537 (3d Cir. 2004). Here, again, this is a real eventuality in a hard-fought data breach litigation.

To this point, in this District alone, a large complex hub-and-spoke data breach continues before the Court after almost eight years of litigation. *See In re American Medical Collection Agency, Inc., Customer Data Security Breach Litig.*, No. 2:19-md-2904-JKS-ADS (D.N.J.). The metaphor of birds and bushes certainly appertains when considering real life precedents in a complex data breach case.

The *Girsh* factors 7-9 consider the defendant’s ability to withstand a greater

judgment and the range of reasonableness of the settlement relief in light of the best possible recovery and litigation risks. In this Action, these factors weigh strongly in favor of approving the Settlement. *See In re Linerboard Antitrust Litig.*, 321 F. Supp. 2d 619, 632 (E.D. Pa. 2004) (defendant's plant closures, workforce reductions, quarterly losses, and the settlement was greater than the defendant's earnings and profits in preceding three years); *Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 144 (E.D. Pa. 2000) (ability to withstand greater judgment to be "the dominant consideration favoring settlement" because "there was great risk that even if the class were able to obtain a successful verdict, it would have resulted in an uncollectible judgment").

Here, after conferring with a corporate valuation expert and conducting an extensive analysis, it is Class Counsel's judgment that Conduent could not withstand a larger judgment. It has reported double-digit year-over-year revenue declines, substantial losses, negative cash position, and substantial debt obligations in 2026, necessitating a broad restructuring initiative including the sale of its Transit and Tolling businesses. Counsel Decl. ¶ 49. The Settlement Fund is greater than Conduent's earnings in the past three years, by *double* that amount. *Id.* Moreover, the Settlement Fund represents approximately one-third of Conduent's *total company value*. *Id.*

This concrete financial metric clearly evidences the outstanding nature of the

proposal before the Court. It recovers the maximum amount of nearly all available cash, while simultaneously avoiding both inherent litigation risks and Conduent's real world financial situation. Also, a comparison of other court-approved data breach settlements demonstrates this Settlement is not out of step with other settlements of similar size. Counsel Decl. ¶ 70. This is especially true where, as here, Conduent is in financial distress and approximately 40 million Settlement Class Members' data was stored in complex backup files such that the data was not readily accessible by third parties. *Id.* ¶ 4. In sum, accounting for the risks and uncertainties of continued litigation against the significant Settlement benefits, the Settlement easily meets the threshold for reasonableness. *See Girsh*, 521 F.2d at 157.

4. The Other Rule 23(e)(2)(C) Factors Are Met

Rule 23(e)(2)(C) also lists three additional factors for consideration: the effectiveness of the proposed method for distributing relief; the terms of the proposed attorneys' fees; and the existence of any other "agreement[s]." Fed. R. Civ. P. 23(e)(2)(C)(ii)-(iv). These factors are readily met.

The method and effectiveness of the proposed Notice Program and Claim Process (Rule 23(e)(2)(C)(ii)) are sufficient. The Notice Program includes direct Email Notice and Reminder Email Notice, and Publication Notice to reach Settlement Class Members for whom emailed addresses are not available or obtained. SA ¶¶ 103-113. Also, a toll-free hotline will be active and a Settlement

Website live on the date of Notice Commencement. *Id.* ¶ 100.e. Key documents will be posted on the website, including the Settlement Agreement, Long Form Notice, Claim Form, Motion for Preliminary Approval, and Preliminary Approval Order, Motion for Final Approval, and Motion for Attorneys’ Fees, Costs, and Service Awards. *Id.* ¶ 107.

No claims need be made for Monitoring because access codes for the service will automatically be provided. The Claim Process for Cash Payments is straightforward and easy for Settlement Class Members to submit Claims. Counsel Decl. ¶ 87. It will be managed by Epiq, one of the most experienced and respected settlement administrators in the nation.

Rule 23(e)(2)(C)(iii) addresses “the terms of any proposed award of attorney’s fees, including timing of payment.” Fed. R. Civ. P. 23(e)(2)(C)(iii). The Settlement Agreement provides that Plaintiffs’ Co-Lead Counsel will apply for an award of attorneys’ fees and costs 70 days after Notice Commencement. This will give adequate time for Settlement Class Members to file any objections to the motion. As set forth in the proposed Notices, Co-Lead Counsel will request reasonable attorneys’ fees up to 34% of the Settlement Fund and litigation costs.

Rule 23(e)(2)(C)(iv) calls for the disclosure of any other agreements entered into in connection with the settlement of a class action. All of the Parties’ agreements are in the Settlement Agreement. Counsel Decl. ¶ 8.

5. Settlement Class Members Are Treated Equitably

Finally, Rule 23(e)(2)(D) requires courts to evaluate whether the Settlement treats class members equitably relative to one another. Here, the Settlement is fair, reasonable, and adequate because it treats all Settlement Class Members equitably and does not treat Plaintiffs or any other Settlement Class Member preferentially. All Settlement Class Members will automatically receive the Monitoring product that fits their circumstances. If Settlement Class Members are able to document and support entitlement to such relief, each Settlement Class Member is eligible to submit a Claim for a Cash Payment for Documented Losses.

Similarly, Pro Rata Cash Payments will be equitably distributed to similarly situated class members. Subclass B Settlement Class Members (whose Private Information was stored in files wherein the data was more accessible) may elect to receive a Pro Rata Cash Payment consisting of an equal share of the Net Settlement Fund. Subclass B Settlement Class Members who resided in California on October 21, 2024, will be eligible for a 20% upward adjustment of their Pro Rata Cash Payment to account for the relative strength of the claims for Settlement Class Members from California. This upward adjustment for California citizens in light of the California statutory claims has been accepted and approved in many prior cases. *See, e.g., Whelan v. Diligent Corp.*, 349 F.R.D. 79, 87 (S.D.N.Y. 2025) (settlement providing California settlement subclass members additional compensation for

releasing California state law claims that “only they may raise” “treats class members equitably relative to each other”); *Chabak v. Somnia Inc.*, 2024 WL 4098620, at *1 (S.D.N.Y. Sept. 3, 2024) (increased *pro-rata* shares to California subclass members to account for their CMIA claim “treats the Class and the California Subclass equitably relative to each other”). The amount of each Subclass B Settlement Class Member’s distribution will be determined after all Pro Rata Cash Payment Claims are validated.

B. The Proposed Notice Program Satisfies Rule 23 and Due Process

Under Rule 23(e), the Court should “direct notice in a reasonable manner to all class members who would be bound” by the proposed settlement. Fed. R. Civ. P. 23(e)(1). Notice of a proposed settlement must be the “best notice practicable.” Fed. R. Civ. P. 23(c)(2)(B). “[B]est notice practicable” means “individual notice to all members who can be identified through reasonable effort.” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). The best practicable notice is that which “is reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).

The Notice Program provides the best notice practicable under the circumstances. With the Settlement Administrator’s assistance, the Notice Program was carefully created. The Settlement Administrator will provide direct notice by

Email Notice and Reminder Email Notice to Settlement Class Members on the Class List for whom email addresses are available or obtained by the Settlement Administrator, supplemented by Publication Notice to help capture additional Settlement Class Members who do not receive direct Notice. Counsel Decl. ¶ 82. The Settlement Administrator will take industry acceptable measures to reach Settlement Class Members for whom email addresses are not available by using the information provided in the Class List to research and identify email addresses. SA ¶ 105; Counsel Decl. ¶ 82. In addition, the Settlement Administrator will administer the Settlement Website containing relevant information about the Settlement and toll-free telephone line. SA ¶ 100.d.-e.; Counsel Decl. ¶ 82. The Long Form Notice, Claim Form, and other key documents will be available on the Settlement Website and on request to the Settlement Administrator. SA ¶ 100.b.; Counsel Decl. ¶ 82.

Plaintiffs also move that notification of the Settlement in this Action be provided by unencrypted email. Consistent with the Qualified HIPAA Protective Order entered by the Court (ECF No. 170), the use of encryption is not reasonable and appropriate within the meaning of 45 C.F.R. § 164.312(e) and 45 C.F.R. § 164.306(d)(3), because: (i) the Settlement notification emails will contain only a limited amount of individually identifiable information, namely the recipient's email address and information about the Settlement as required by the Court; (ii) the notification emails will not contain any medical records, treatment information,

diagnoses, or other detailed Protected Information; (iii) the notification emails will direct recipients to a secure website through which Settlement Class Members may obtain further information and submit Claims; and (iv) requiring encryption of such notification emails would create unnecessary confusion among recipients and materially impede Settlement Class Members' ability to participate in the Settlement, thereby undermining the purpose of providing Notice. Thus, unencrypted email to send the Email Notice and Reminder Email Notice is reasonable and appropriate under the circumstances and constitutes the best notice practicable to reach the greatest number of Settlement Class Members and facilitate their receipt of the benefits of the Settlement.

The Notice Program complies with Rule 23 and due process because, among other things, it informs Settlement Class Members of: (1) the nature of the Action; (2) the essential terms of the Settlement, including the definition of the Settlement Class, the claims asserted, and the Settlement Class Member Benefits offered; (3) the binding effect of a judgment if the Settlement Class Member does not request exclusion; (4) the process for submitting objections and opt-out requests, including the time and method for objecting or opting out and that Settlement Class Members may make an appearance through counsel; (5) information regarding Class Counsel's request for attorneys' fees, costs, and Service Awards; and (6) how to make inquiries. *See* Fed. R. Civ. P. 23(c)(2)(B). Moreover, Rule 23(h)(1) requires

that “[n]otice of the motion [for attorneys’ fees] must be served on all parties and, for motions by class counsel, directed to class members in a reasonable manner.” Fed. R. Civ. P. 23(h)(1). The proposed Notice Program satisfies Rule 23(h)(1). The Notices state Class Counsel will apply for an award of attorneys’ fees of no more than \$27,200,000.00 which represents 34% of the \$80,000,000.00 Settlement Fund, plus an award of litigation costs. SA, Exs. 1-3.

Accordingly, the Notice Program and Notices are designed to be the best practicable under the circumstances, apprise Settlement Class Members of the pendency of the Action, and give them an opportunity to object or exclude themselves from the Settlement. *See In re HealthEC LLC Data Breach Litig.*, 2025 WL 1603267, at *12-13 (approving email notice and publication notice as best practicable and satisfying due process). Thus, the Notice Program and Notices should be approved.

C. The Court Should Certify the Settlement Class and Subclasses

Plaintiffs request that the Court certify a Settlement Class, including the Subclasses A and B, for settlement purposes only. The Supreme Court has recognized that the benefits of a proposed settlement of a class action can be realized only through the certification of a settlement class. *See Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 620 (1997). Plaintiffs must satisfy all of Rule 23(a) requirements (numerosity, commonality, typicality, and adequacy) and at least one

Rule 23(b) requirement. Plaintiffs seek Rule 23(b)(3) certification, which requires a showing that common questions of law or fact predominate over any individual issues and class treatment is the superior method for efficiently handling the case. *See* Fed. R. Civ. P. 23(b)(3). These requirements are met for settlement purposes.

Numerosity. Numerosity requires “the class [be] so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). The Third Circuit holds that class sizes exceeding 40 are typically sufficient to satisfy this requirement. *See Stewart v. Abraham*, 275 F.3d 220, 226-27 (3d Cir. 2001). Here, the Settlement Class definition encompasses approximately 62 million Settlement Class Members, the joinder of whom in one action would certainly be impracticable. Counsel Decl. ¶ 72. Thus, the numerosity element is satisfied.

Commonality. Rule 23(a)(2) requires that there be “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). This requirement is satisfied where the claims “depend upon a common contention” that is “of such a nature that it is capable of class-wide resolution – which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2556 (2011). Commonality is met where “the claims at issue . . . implicate[d] a ‘uniform course of conduct common to all class members subject to common proof in a single trial.’” *C.P. v. New Jersey Dep’t of Educ.*, 2022 WL 3572815, at *6 (D.N.J. Aug. 19, 2022)

(citation omitted). “That burden is not onerous.” *Rodriguez v. Nat’l City Bank*, 726 F.3d 372, 381 (3d Cir. 2013).

Here, commonality is met. Numerous common issues exist. Counsel Decl. ¶ 73. For example, Conduent’s data security safeguards were common across Settlement Class Members, and those safeguards applied to one Settlement Class Member’s Private Information did not differ from the rest of the Settlement Class. *Id.* This and other common questions alleged in the Consolidated Complaint are central to the claims, will generate common answers, and can be addressed on a class-wide basis. *Id.*

Typicality. To satisfy the Rule 23(a)(3) typicality, the claims or defenses of the representative parties must be typical of the claims or defenses of the class. This analysis focuses on “whether the interests of the named plaintiffs align with those of the unnamed members . . . and, explicitly, whether the claims and facts of class representatives are sufficiently like those of unnamed class members.” *In re Valsartan, Losartan, & Irbesartan Prod. Liab. Litig.*, 2023 WL 1818922, at *9 (D.N.J. Feb. 8, 2023). Plaintiffs establish typicality when “the named plaintiff has (1) suffered the same injuries as the absent class members, (2) as a result of the same course of conduct by defendants, and (3) their claims are based on the same legal issues.” *Arbitrage Fund v. Toronto-Dominion Bank*, 2023 WL 5550198, at *4 (D.N.J. Aug. 29, 2023). However, a class representative’s claims need not be

identical to those of absent class members, as “fact differences alone between the named and unnamed plaintiffs do not render a claim atypical so long as the named plaintiffs’ claim arises from the same events, practices, or course of conduct of the defendants as for all class members, and is based upon the same legal theory.” *In re Valsartan, Losartan, & Irbesartan Prod. Liab. Litig.*, 2023 WL 1818922, at *9.

Here, Plaintiffs’ and Settlement Class Members’ claims all stem from the same event—the Data Incident. Counsel Decl. ¶ 74. Moreover, all claims implicate Conduent’s organization-wide cybersecurity practices and course of conduct, which necessarily applied uniformly across all Plaintiffs and Settlement Class Members. *Id.* Thus, Plaintiffs’ claims are typical, and the typicality requirement is satisfied.

Adequacy of Representation. The adequacy requirement is that “the representative parties will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). This inquiry “serves to uncover conflicts of interest between named parties and the class they seek to represent.” *In re Suboxone (Buprenorphine Hydrochlorine & Naloxone) Antitrust Litig.*, 967 F.3d 264, 272 (3d Cir. 2020). “For a class representative to be adequate, it must have a minimal degree of knowledge about the case, and have no conflict of interest with class counsel, and members of the class.” *Id.* “Only ‘fundamental’ conflicts ‘will defeat the adequacy requirement.’” *Id.* Here, Plaintiffs have no conflicts with the Settlement Class and have actively participated in the Action. Counsel Decl. ¶ 75. Plaintiffs have also

adequately prosecuted this action through Class Counsel, which is comprised of attorneys with significant experience litigating class and other complex cases, especially in the data privacy context. *Id.* ¶ 22.

Predominance and Superiority. Rule 23(b)(3) requires “a showing that questions common to the class predominate, not that those questions will be answered, on the merits, in favor of the class.” *Amgen Inc. v. Connecticut Ret. Plans & Tr. Funds*, 568 U.S. 455, 459 (2013). “[T]he focus of the predominance inquiry is on whether the defendant’s conduct was common as to all of the class members, and whether all of the class members were harmed by the defendant’s conduct.” *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 298 (3d Cir. 2011). When assessing predominance and superiority, the court may consider that the class will be certified for settlement purposes only, and that a showing of manageability at trial is not required. *See Amchem*, 521 U.S. at 620.

In this case, the common factual and legal questions all cut to the issues at the heart of the litigation. As the court in *Desue v. 20/20 Eye Care Network, Inc.* explained in finding predominance satisfied in the settlement context:

Rule 23(b)(3)’s predominance requirement is satisfied because liability questions common to all Settlement Class Members substantially outweigh any possible issues that are individual to each Settlement Class Member. As an example, each Class Member’s claims are based on the alleged failure of the Defendants to appropriately maintain the confidentiality of their PII, which they allege was caused by the same actions and inactions of Defendants. Other key, common factual and legal questions predominate in this matter, including whether

Defendants' data systems and security policies and practices were adequate and reasonable; the extent of Defendants' knowledge regarding any potential vulnerabilities in its data systems; and whether Plaintiffs and the Class Members suffered losses because of Defendants' actions.

No. 21-CIV-61275-RAR, 2022 WL 17477004, at *5 (S.D. Fla. Dec. 5, 2022).

Indeed, the answers to the key questions are not tangential or theoretical such that the Action will not be advanced by certification. Rather, they go to the core of the controversy. Counsel Decl. ¶ 76. The answers will be the same for each Settlement Class Member in that their Private Information was impacted in the Data Incident. *Id.* Common factual and legal questions predominate based on Conduent's alleged failure to safeguard all Settlement Class Members' Private Information from unauthorized access during the Data Incident. *Id.* Other courts have recognized that the types of common issues arising from data breaches predominate over any individualized issues. *See, e.g., In re Heartland Payment Systems, Inc. Customer Data Security Breach Litig.*, 851 F. Supp. 2d 1040, 1059 (S.D. Tex. 2012) (finding predominance satisfied in data breach case despite variations in state laws at issue, concluding such variations went only to trial management, which was inapplicable for settlement class); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 312-315 (N.D. Cal. 2018) (finding predominance was satisfied because "Plaintiffs' case for liability depend[ed], first and foremost, on whether [the defendant] used reasonable data security to protect Plaintiffs' personal information," such that "the

claims rise or fall on whether [the defendant] properly secured the stolen personal information,” and these issues predominated over potential individual issues). The predominance requirement is therefore readily satisfied for purposes of this Settlement.

The second Rule 23(b)(3) prong – a class action is superior to other available methods for the fair and efficient adjudication of the controversy – is also readily satisfied for the purpose of this Settlement. *See* Fed. R. Civ. P. 23(b)(3); *see also Prudential*, 148 F.3d at 316. To determine superiority, the Court should consider:

(A) the class members’ interests in individually controlling the prosecution of defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in a particular forum; and, (D) the likely difficulties in managing a class action.

Id. Courts also consider whether “a class action would achieve economies of time, effort, and expense, and promote . . . uniformity of decisions as to persons similarly situated[.]” *Amchem*, 521 U.S. at 615.

Here, Settlement Class Members do not have a strong interest in controlling the prosecution of this case. Counsel Decl. ¶ 77. After all, it would cost them substantially more to litigate an individual case than they could recover in damages.

Id. As other data breach courts have recognized, this case “is the classic negative value case; if class certification is denied, class members will likely be precluded from bringing their claims individually because the cost to bring the claim outweighs

the potential payout.” *In re Marriott Int’l, Inc., Customer Data Sec. Breach Litig.*, 341 F.R.D. 128, 165 (D. Md. 2022), *reversed on other grounds*, *In re Marriott Int’l, Inc.*, 78 F.4th 677 (4th Cir. 2023). “For most class members the only realistic alternative to a class action is no action at all. In such a case, the adjudication of the matter through a class action is superior to no adjudication of the matter at all.” *Id.* Thus, the Court may certify the Settlement Class for settlement under Rule 23(b)(3).

Ascertainability. Although not explicitly set forth in the Federal Rules, courts have read into Rule 23 an implicit requirement that a class be “definite” or “ascertainable.” *Byrd v. Aaron’s, Inc.*, 784 F.3d 154, 175 (3d Cir. 2015); Manual § 21.222; 5 James W. Moore et al., *Moore’s Federal Practice* 23.21[3][d] (3d ed. 2013). Here, there is a reliable, administratively feasible method to identify almost the entire Settlement Class and, in fact, Conduent and the Conduent Defendant Clients have already made this determination when they sent out breach notices to the approximately 62 million Settlement Class Members. Counsel Decl. ¶ 78. The Settlement Administrator will be provided with the Class List and send out Notice to all Settlement Class Members with a link to a Claim Form. *Id.*; SA ¶¶ 104-109, Ex. 4 (Claim Form). The remainder who are not sent Email Notice will likely be captured by the Publication Notice.

Accordingly, the Settlement Class should be certified for settlement purposes.

D. Proposed Class Counsel Satisfy Rule 23(g)

Pursuant to Rule 23(g), Plaintiffs also move to designate James E. Cecchi of Carella Byrne, Jeff Ostrow of Kopelowitz Ostrow, Gary M. Klinger of Milberg and Norman E. Siegel of Stueve Siegel Hanson as Class Counsel. Rule 23(g) focuses on the qualifications of class counsel, complementing the requirement of Rule 23(a)(4) that the representative parties adequately represent the interests of the class members. Fed. R. Civ. P. 23. Although a court may consider any factor concerning the proposed class counsel's ability to "fairly and adequately represent the interest of the class," Rule 23(g)(1)(A) specifically instructs a court to consider:

- (i) the work counsel has done in identifying or investigating potential claims in the action;
- (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action;
- (iii) counsel's knowledge of the applicable law; and
- (iv) the resources that counsel will commit to representing the class.

Here, each of these considerations weighs strongly in favor of the adequacy of proposed Class Counsel. Interim Co-Lead Counsel and Settlement Counsel performed substantial work identifying and investigating potential claims, properly supporting the allegations in the Complaint, and prosecuting Plaintiffs' claims in hard-fought, complex litigation. Counsel Decl. ¶ 91. As the Court observed when appointing them early in this Action, those attorneys and firms have substantial experience, individually and collectively, successfully prosecuting class actions and

other complex litigation throughout the United States. ECF Nos. 29-1–29-4. Moreover, the firms have demonstrated their abilities and commitment to this Action, devoting the resources and personnel necessary to get to this point, achieving a strong Settlement. Counsel Decl. ¶ 90. They far exceed the requirements of Rule 23(g) and should be appointed.

VI. PROPOSED SCHEDULE

Plaintiffs request the Court set the below schedule, leading up to the Final Approval Hearing. At the Final Approval Hearing, the Court should hear all evidence and argument necessary to make its Final Approval of the Settlement and to grant Motion for Attorneys’ Fees, Costs, and Service Awards. Proponents of the Settlement may offer argument in support of Final Approval. Objections to the Settlement, if any, will also be considered.

EVENT	DATE
Deadline for Defendant to give Class List to Settlement Administrator	20 days following Preliminary Approval
Notice Commencement	40 days following Preliminary Approval
Deadline to complete Notice Program	70 days following Notice Commencement
Deadline for filing Motion for Attorneys’ Fees, Costs, and Service Awards	70 days following Notice Commencement
Claim Form Deadline	75 days following Notice Commencement
Opt-Out Deadline	90 days following Notice Commencement

Objection Deadline	90 days following Notice Commencement
Deadline for filing Motion for Final Approval	100 days following Notice Commencement
Final Approval Hearing	_____, 2027, at __:__ a.m./p.m. (to be scheduled at least 150 days following Preliminary Approval).

VII. CONCLUSION

Plaintiffs and Class Counsel respectfully request the Court: (1) preliminarily approve the Settlement; (2) certify the Settlement Class and Subclasses A and B; (3) approve the Notices and Notice Program, including the opt-out and objection procedures and the use of unencrypted email to provide the Email Notice and Reminder Email Notice; (4) approve the Claim Form and Claim Process; (5) appoint Plaintiffs as Class Representatives; (6) appoint James E. Cecchi, Jeff Ostrow, Gary M. Klinger, and Norman E. Siegel as Class Counsel; (7) appoint Epiq as the Settlement Administrator; and (8) enter the proposed Preliminary Approval Order, which is Exhibit 5 to the Agreement.

DATED: October 16, 2026

Respectfully submitted,

/s/ James E. Cecchi

James E. Cecchi

**CARELLA BYRNE CECCHI
BRODY & AGNELLO, P.C.**

5 Becker Farm Road

Roseland, NJ 07068

Tel.: (973) 994-1700

Fax: (973) 994-1744

Email: jcecchi@carellabyrne.com

Jeff Ostrow (pro hac vice)

KOPELOWITZ OSTROW P.A.

One West Law Oas Blvd., Suite 500

Fort Lauderdale, FL 33301

Tel.: (954) 332-4200

Fax: (954) 525-4300

Email: ostrow@kolawyers.com

Co-Lead Counsel

Norman E. Siegel (pro hac vice)

STUEVE SIEGEL HANSON LLP

460 Nichols Rd., Suite 200

Kansas City, MO 64112

Tel.: (816) 714-7112

Fax: (816) 714-7101

Email: siegel@stuevesiegel.com

Gary M. Klinger (pro hac vice)

MILBERG, PLLC

227 W. Monroe Street, Suite 2100

Chicago, IL 60606

Tel.: (866) 252-0878

Email: gklinger@milberg.com

Settlement Counsel

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE: CONDUENT BUSINESS SERVICES DATA BREACH LITIGATION	Case No. 2:25-cv-16953 (MEF) (MAH)
---	------------------------------------

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release¹ is made as of October 16, 2026, by and entered into between Plaintiffs for the above-styled action, on behalf of themselves and the Settlement Class, on the one hand, and Conduent, on the other hand. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Background

1. Conduent is a New Jersey-headquartered business process services provider offering document processing, printing and mailroom services, payment integrity, credit balance recovery, and back-office support services to clients in the commercial and government sectors.

2. On or about January 13, 2025, Conduent discovered that an unauthorized third party had accessed Conduent's networks beginning on or about October 21, 2024, and exfiltrated files, which contained the Private Information of approximately 62 million individuals. Thereafter, following an extensive investigation, beginning in October 2025, Conduent and Conduent's clients sent notification letters informing the affected individuals that their Private Information was contained in the files that may have been impacted in the Data Incident.

3. As a result, commencing on or about October 27, 2025, more than 30 putative class action lawsuits were filed against Conduent and the Conduent Defendant Clients in federal and

¹ All capitalized terms herein shall have the same meanings as those defined in Section II below.

state courts across the United States on behalf of individuals whose Private Information was allegedly compromised in the Data Incident. The complaints asserted claims including, among others, negligence, negligence per se, breach of implied contract, breach of third-party beneficiary contract, unjust enrichment, violations of the California Consumer Privacy Act, the California Confidentiality of Medical Information Act, the California Customer Records Act, the Illinois Consumer Fraud Act, the Massachusetts Consumer Protection Act (Ch. 93A), and the New Jersey Consumer Fraud Act, as well as claims for declaratory and injunctive relief.

4. In November 2025, after extensive meet and confers, outreach efforts, and motions practices by Class Counsel and Conduent's Counsel, several of the class action complaints were transferred to this Court. On November 24, 2025, the complaints were consolidated before the Honorable Michael E. Farbiarz in the United States District Court for the District of New Jersey. The Court appointed Jeff Ostrow of Kopelowitz Ostrow P.A. and James E. Cecchi of Carella Byrne Cecchi Brody & Agnello, P.C. as interim co-lead class counsel for Plaintiffs and the putative class.

5. On March 18, 2026, Plaintiffs filed an initial consolidated class action complaint against Conduent and some of Conduent's clients (AIG Procurement Services, Inc., The Cigna Group, Inc., Elevance Health, Inc., Health Care Service Corporation, Humana, Inc., and California Physicians' Service d/b/a Blue Shield of California). On June 12, 2026, Plaintiffs filed the Amended Consolidated Complaint [ECF No. 157], which is the operative complaint in this Action. The Amended Consolidated Complaint was filed on behalf of 35 plaintiffs residing in 18 states across the country. The Amended Consolidated Complaint asserts 16 causes of action against Conduent and the Conduent Defendant Clients (AIG Procurement Services, Inc., The Cigna Group, Inc., Elevance Health, Inc., Health Care Service Corporation, and Humana, Inc.). The Amended Consolidated Complaint alleges that Conduent failed to implement reasonable

cybersecurity measures, failed to timely notify affected individuals, and that the named Conduent Defendant Clients failed in their oversight and contractual obligations regarding the protection of individuals' Private Information.

6. Following the filing of the Amended Consolidated Complaint, the Parties decided to conserve resources for the benefit of the Parties, the Conduent Defendant Clients, and the putative class and to explore early resolution. They then scheduled a mediation with experienced data breach class action mediator and former United States Magistrate Judge, Hon. Diane M. Welsh (Ret.) of JAMS.

7. In advance of the mediation, Class Counsel consulted with several damage and liability experts and propounded informal discovery requests on Conduent to which Conduent responded by providing information under Federal Rule of Evidence 408 related to, among other things, the nature and cause of the Data Incident, Conduent's cybersecurity program, the number and geographic location of victims impacted by the Data Incident, the specific types of files and information affected by the Data Incident, and Conduent's financial condition. Similarly, Conduent's Counsel propounded informal discovery requests on Plaintiffs to which Plaintiffs responded by providing information under Federal Rule of Evidence 408 related to, among other things, the nature of their alleged harms. Both Parties also shared their full mediation statements with each other prior to mediation, so that they could both understand the strengths and weaknesses of their respective claims, along with any risks.

8. On August 13, 2026, the Parties participated in an in-person mediation in Philadelphia. After a full day of arms-length negotiations, the Parties reached an agreement on all material terms of this classwide Settlement.

9. The Parties now agree to settle the Action entirely, without any admission of

liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Conduent has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the Data Incident and the allegations made in the Amended Consolidated Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to their business operations associated with further litigation. The Parties have determined that the Settlement set forth in this Agreement is in their respective best interests and that the Agreement is fair, reasonable, and adequate. Conduent does not in any way acknowledge, admit to, or concede any of the allegations made in the Amended Consolidated Complaint, and disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Amended Consolidated Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. This Agreement in no way suggests or reflects that the named Conduent Defendant Clients acknowledge, admit, or concede any of the allegations made in the Amended Consolidated Complaint. Nothing contained in this Agreement shall be used or construed as a suggestion of admission or concession of liability against the named Conduent Defendant Clients, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as a suggestion of admission or concession of liability or wrongdoing of any nature or any other purpose. Plaintiffs have entered into this Agreement to recover on the claims in the Amended Consolidated Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Amended Consolidated Complaint lack merit or are subject to any defenses. The Parties intend this

Agreement to bind Plaintiffs, Conduent, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

The following terms used throughout this Agreement, including in the background above and in the exhibits attached hereto, shall have their corresponding definitions.

10. **“Action”** means the above-styled consolidated action, *In re: Conduent Business Services Data Breach Litigation*, Case No. 2:25-cv-16953-MEF-MAH, pending before the United States District Court for the District of New Jersey.

11. **“Agreement”** or **“Settlement”** or **“Settlement Agreement”** means this Settlement Agreement and Release between the Plaintiffs and Conduent, and all exhibits hereto, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the Action between them and which is subject to approval by the Court.

12. **“Amended Consolidated Complaint”** means the Amended Consolidated Complaint filed on June 12, 2026, in the Action [ECF No. 157].

13. **“Application for Attorneys’ Fees, Costs, and Service Awards”** means Class Counsel’s application for attorneys’ fees, costs, and Service Awards, which shall be included in the Motion for Attorneys’ Fees, Costs, and Service Awards. This is a common fund settlement and all attorneys’ fees, costs, and Service Awards awarded by the Court shall be payable from the Settlement Fund.

14. **“Attorneys’ Fees and Costs”** means the attorneys’ fees and costs that Class Counsel will request the Court to approve for payment from the Settlement Fund as compensation

for Class Counsel's work and for reimbursement of costs and expenses advanced in prosecuting and settling the Action.

15. **"CAFA Notice"** means Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

16. **"California Statutory Payment"** means the additional cash compensation that Subclass B Settlement Class Members who resided in California on October 21, 2024, and who submit Valid Claims for Pro Rata Cash Payments will receive under the Settlement.

17. **"Cash Payment"** means Cash Payment for Documented Losses and/or Pro Rata Cash Payment.

18. **"Cash Payment for Documented Losses"** means the cash compensation of up to \$3,500.00 that Settlement Class Members with documented losses may elect as a Settlement Class Member Benefit under the Settlement.

19. **"Claim"** means a request for Settlement Class Member Benefits under the Settlement.

20. **"Claim Form"** means the proof of claim, substantially in the forms attached hereto as *Exhibits 4(a)* and *4(b)*, which may be modified as necessary, subject to the Parties' approval.

21. **"Claim Form Deadline"** shall be 75 days after the Notice Commencement Date and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

22. **"Claimant"** means an individual who submits a Claim Form.

23. **"Claim Process"** means the process by which Claimants submit Claims to the

Settlement Administrator and the Settlement Administrator determines which Claims are Valid Claims.

24. “**Class Counsel**” means Interim Co-Lead Counsel James E. Cecchi of Carella Byrne Cecchi Brody & Agnello, P.C. and Jeff Ostrow of Kopelowitz Ostrow P.A. and Settlement Counsel Gary M. Klinger of Milberg PLLC and Norman E. Siegel of Stueve Siegel Hanson LLP and.

25. “**Class List**” means the list of all individuals in the Settlement Class who received actual or substitute notice that their Private Information was contained in files that were affected by the Data Incident. Conduent shall prepare and provide the Class List to the Settlement Administrator which shall include, if available, Settlement Class Members’ names, physical addresses, and email addresses.

26. “**Class Representatives**” means the Plaintiffs the Court approves to serve as representatives of the Settlement Class.

27. “**Conduent**” or “**Defendant**” means Conduent Business Services, LLC, Conduent State & Local Solutions, Inc., and Conduent Incorporated, collectively.

28. “**Conduent’s clients**” means any client of Conduent, including the Conduent Defendant Clients, that had their data containing Private Information impacted in the Data Incident, and any customer of or contractual downstream entity to Conduent’s clients that may have had their data containing Private Information impacted in the Data Incident.

29. “**Conduent Defendant Clients**” means AIG Procurement Services, Inc., The Cigna Group, Inc., Elevance Health, Inc., Health Care Service Corporation, and Humana, Inc..

30. “**Court**” means the United States District Court for the District of New Jersey, and the Judge(s) assigned to the Action.

31. **“Credit Monitoring”** means the credit monitoring product offered by CyEx, Inc. consisting of one year of monitoring with one credit bureau that certain Settlement Class Members will automatically receive as a Settlement Class Member Benefit in the Settlement.

32. **“Data Incident”** means the cybersecurity incident discovered by Conduent on or about January 13, 2025, involving unauthorized access to Conduent’s network beginning on or about October 21, 2024, which is the subject of the Amended Consolidated Complaint.

33. **“Defendant’s Counsel”** or **“Conduent’s Counsel”** means Mark S. Melodia, Shardul Desai, Stosh Silivos, and Caitlin Saladrigas of Holland & Knight LLP.

34. **“Effective Date”** means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, the day after the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand). For purposes of this Agreement, an “appeal” includes appeals as of right, discretionary appeals, interlocutory appeals, proceedings involving writ of *certiorari* or *mandamus*, and any other proceedings of like kind.

35. **“Email Notice”** means the email forms of notice of the Settlement, substantially in the forms attached hereto as *Exhibits 1(a)* and *1(b)*, that the Settlement Administrator may disseminate to Settlement Class members by email.

36. **“Escrow Account”** means the interest-bearing account to be established at Citibank by the Settlement Administrator consistent with the terms and conditions described herein.

37. **“Final Approval”** means the entry of a final approval order of the Settlement, which occurs when the Court enters the Final Approval Order and Judgment.

38. **“Final Approval Hearing”** means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

39. **“Final Approval Order and Judgment”** means the order and judgment, substantially in the form attached hereto as *Exhibit 6*, that the Court enters granting Final Approval of the Settlement, which finally approves the Settlement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23 in all respects.

40. **“Long Form Notice”** means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 3*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail upon request to the Settlement Administrator.

41. **“Medical Data Monitoring”** means the medical data monitoring product offered by CyEx, Inc. consisting of one year of medical data monitoring with one credit bureau that certain Settlement Class Members will automatically receive as a Settlement Class Member Benefit in the Settlement.

42. **“Monitoring”** means Credit Monitoring and Medical Data Monitoring.

43. **“Motion for Attorneys’ Fees, Costs, and Service Awards”** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking approval of the Application for Attorneys’ Fees, Costs, and Service Awards.

44. **“Motion for Final Approval”** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

45. **“Motion for Preliminary Approval”** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Preliminary Approval of the Settlement.

46. **“Net Settlement Fund”** means the amount of money in the Settlement Fund following payment of Settlement Administration Costs, Credit Monitoring, Medical Data Monitoring, Cash Payments for Documented Losses, and any Court-awarded attorneys’ fees, costs, and Service Awards.

47. **“Notice”** means the Email Notice, Reminder Email Notice, Publication Notice, and Long Form Notice that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

48. **“Notice Commencement Date”** means the date no more than 40 days after Preliminary Approval and is date when Email Notice is sent to the Settlement Class.

49. **“Notice of Deficiency”** means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

50. **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class which consists of Email Notice, Reminder Email Notice, Publication Notice, and Long Form Notice, along with the Settlement Website and the Settlement telephone number.

51. **“Objection Deadline”** means 90 days following Notice Commencement.

52. **“Opt-Out Deadline”** means 90 days following Notice Commencement.

53. **“Party”** means Plaintiffs and Conduent, individually, and **“Parties”** means Plaintiffs and Conduent, collectively.

54. **“Plaintiffs”** means Richard Acosta, Ricardo Alamilla, Kevin Amende, Peggi Bordelon, Anita Burton, Rashell Chambers, Andrew Cook, Nathan Cornwell, Kerri Cromer, Russell DeJulio, Michelle Dupuis-Nilsen, Amanda Dunn, Jason Frost, Emily Gresh, Phillip Groll, Jr., Tina Gustin, Richard Helm Jr., James Hurd, Alexis Jackson, Teresa Jones, Suzan Kirkland, Lakrishna Long, Karina Lopez, Alvin Luckett, Brian Marshall, Kevin McShane, Anthony Meyer, Andrea Oliver-Alexander, Jared Poli, Marc Powell, Andrea Rodriguez, Paul Snow, Wesley Triphahn, Andrea Young, Rachel Zafra, the plaintiffs in the Action.

55. **“Preliminary Approval”** means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

56. **“Preliminary Approval Order”** means the order, substantially in the form attached hereto as *Exhibit 5*, preliminarily approving the Settlement, including the proposed Notice Program and Claims Process.

57. **“Private Information”** means Settlement Class Members’ personal identifying information and/or personal health information that may have been contained in the files affected by the Data Incident, which includes some combination of their names, Social Security numbers, addresses, dates of birth, medical information, health insurance information, and financial account information.

58. **“Pro Rata Cash Payment”** means the pro rata cash compensation that Subclass B Settlement Class Members may elect under the Settlement.

59. **“Publication Notice”** means the form of Notice that the Settlement Administrator will disseminate through a press release and digitally on the Internet and on social media platforms to inform individuals who may be Settlement Class Members about the Settlement and to direct them to the Settlement Website to obtain information about the Settlement and how to contact the

Settlement Administrator to determine if they are a Settlement Class Member.

60. “**Releases**” means the releases and waiver set forth in this Agreement.

61. “**Released Claims**” means any and all past, present, and future claims and causes of action that result from, arise out of, are based upon, or related to the Data Incident and notifications related to the Data Incident, including but not limited to any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, and as further defined by Section XIV.

62. “**Released Parties**” means (1) Conduent, and its past, present and future parents, subsidiaries, divisions, departments, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, board members, stockholders, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, employees, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, associated third Parties, predecessors, successors and assigns, and any other person acting on Conduent’s behalf, and in their capacity as such; and (2) Conduent’s clients and their past, present and future parents, subsidiaries, affiliates, divisions, departments, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, board members, stockholders, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, employees, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, associated third Parties, predecessors, successors and assigns, and any other person acting on Conduent’s clients’ behalf, and in their capacity as such. It is understood that to the extent a Released Party is not a

party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

63. “**Releasing Parties**” means Plaintiffs and all Settlement Class Members and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys and accounting advisors.

64. “**Reminder Email Notice**” means the email forms of notice of the Settlement, substantially in the forms attached hereto as *Exhibit 2(a)* and *2(b)*, that the Settlement Administrator may disseminate to Settlement Class members by email.

65. “**Service Awards**” shall mean the payment the Court may award the Class Representatives for serving as representatives of the Settlement Class.

66. “**Settlement Administrator**” means Epiq Class Action & Claims Solutions, Inc., subject to Court approval.

67. “**Settlement Administration Costs**” means all reasonable costs and fees of or incurred by the Settlement Administrator in carrying out its duties under the Settlement.

68. “**Settlement Class**” means all individuals residing in the United States who are on the Class List and were provided actual or substitute notice by Conduent and/or Conduent’s clients that their Private Information may have been affected by the Data Incident. Excluded from the Settlement Class are: (1) Conduent, any entity in which Conduent has a controlling interest, and Conduent’s officers, directors, legal representatives, successors, subsidiaries, and assigns; (2) any Settlement Class Member who properly and timely opt-out of the Settlement Class; (3) the Court, the Judge’s immediate family, and Court staff; and (4) all individuals who on or before the filing of Plaintiffs’ Motion for Preliminary Approval released their claims against the Released Parties.

69. **“Settlement Class Member”** means any member of the Settlement Class.

70. **“Settlement Class Member Benefits”** means Cash Payments, Credit Monitoring, and Medical Data Monitoring.

71. **“Settlement Fund”** means the non-reversionary \$80,000,000.00 in cash that Conduent is obligated to fund or cause to be funded into the Escrow Account.

72. **“Subclass A”** means the approximate 40 million Settlement Class Members whose Private Information was exfiltrated during the Data Incident, but the information was maintained in a complex manner such that the data was not readily accessible by third-parties other than the Conduent.

73. **“Subclass B”** means the approximate 22 million Settlement Class Members whose Private Information was exfiltrated during the Data Incident and whose information was stored in files wherein the data was readily accessible.

74. **“Subclass A Settlement Class Member”** means a member of Subclass A.

75. **“Subclass B Settlement Class Member”** means a member of Subclass B.

76. **“Taxes”** means (i) any applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon the Parties or the Parties’ Counsel with respect to any income or gains earned by or in respect of the Settlement Fund; (ii) any other taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) relating to the Settlement Fund that the Settlement 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 Settlement Fund (including

without limitation, expenses of tax attorneys and accountants).

77. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Central time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Settlement Fund

78. Within 14 days following Preliminary Approval, Conduent shall fund or cause to be funded \$80,000,000.00 into the Escrow Account. In the event there is no Final Approval, or the Effective Date does not occur, following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned to the Conduent.

79. The Settlement Fund shall be used to pay for (a) all Settlement Administration Costs; (b) any Court-approved Service Awards; (c) any Court-approved Attorneys’ Fees and Costs; (d) the cost of Credit Monitoring and Medical Data Monitoring, and (e) all Cash Payments to Settlement Class Members who submit Valid Claims.

80. The Settlement Administrator shall timely furnish to Conduent any required account information, wiring instructions, or necessary forms as reasonably determined by Conduent (including a properly completed and signed IRS Form W-9 that includes the employer identification number for the Settlement Fund Account) before the deadline for funding the Escrow Account.

81. Conduent's total monetary obligation under this Agreement shall be \$80,000,000.00. No additional amounts shall be owed by Conduent for any purpose, including but not limited to Settlement Administration Costs, Settlement Class Member Benefits, or court-awarded Service Awards, Attorneys' Fees and Costs.

IV. Escrow Account

82. The Settlement Fund monies shall be held in the Escrow Account, which shall be established and maintained by the Settlement Administrator.

83. All funds held in the Escrow Account, and all interest accrued thereon, shall be deemed to be in the custody of the Court until such time as the funds shall be disbursed pursuant to this Agreement or further order of the Court.

84. No amounts may be withdrawn from the Escrow Account unless authorized by this Agreement or otherwise approved by the Court.

85. The Parties agree that the Escrow Account is intended to constitute a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1, *et seq.*, and that the Settlement Administrator shall be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Parties further agree that the Escrow Account shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Escrow Account as a qualified settlement fund from the earliest date possible. The

Settlement Fund shall earn a reasonable rate of interest and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class.

86. Upon or before establishment of the Escrow Account, the Settlement Administrator shall apply for an employer identification number for the Settlement Fund Account utilizing IRS Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4), and shall provide Conduent with that employer identification number on a properly completed and signed IRS Form W-9.

87. The Settlement Administrator shall file or cause to be filed, on behalf of the Escrow Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(l) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement, or understanding with the Settlement Administrator relating to the Settlement Fund Account shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the Escrow Account, all required federal, state, and local tax returns, information returns, including, but not limited to any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder the costs of which shall be considered Settlement Administration Costs and paid from the Settlement Fund.

88. All Taxes relating to the Escrow Account shall be paid out of the Settlement Fund Account, shall be considered to be Settlement Administration Costs of the Settlement, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Escrow Account shall be used to indemnify and hold harmless the Parties and the Parties' Counsel for

Taxes (including, without limitation, taxes payable by reason of any such indemnification payments).

89. Following its payment of the \$80,000,000.00 into the Escrow Account, Conduent shall have no responsibility, financial obligation, or liability whatsoever with respect to selection of the Settlement Fund Account, investment of Escrow Account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Escrow Account.

V. Certification of the Settlement Class

90. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Conduent agrees solely for purposes of this Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Conduent shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

VI. Settlement Class Member Benefits

91. All Settlement Class Members will automatically, without having to submit a Claim, receive Monitoring. Additionally, all Settlement Class Members who submit Valid Claims may elect a Cash Payment for Documented Losses and Subclass B Settlement Class Members who submit Valid Claims may also elect a Pro Rata Cash Payment. If a Settlement Class Member does

not submit a Valid Claim for a Cash Payment, he or she will still receive Monitoring.

92. ***Monitoring*** - All Settlement Class Members will automatically receive one year of Monitoring with one credit bureau. Subclass A Settlement Class Members will receive Credit Monitoring and Subclass B Settlement Class Members will receive Medical Data Monitoring. The Credit Monitoring is Financial Shield, offered through CyEx, Inc. Financial Shield includes monitoring of bank accounts, investment accounts, and credit card accounts, it tracks monthly spending by category, it monitors up to five home and property tiles, including commercial property, it monitors high-risk transactions, has dark web scanning, and credit monitoring with one credit bureau. The Medical Data Monitoring is Medical Shield, also offered by CyEx, Inc. includes monitoring for dark web and public web marketplaces that buy, sell, and barter medical information, and credit monitoring with one credit bureau. Both Financial Shield and Medical Shield include \$1,000,000.00 in identity theft insurance with no deductible. The Email Notice and Reminder Email Notice will contain an activation code for activation of the Monitoring after the Effective Date.

93. ***Cash Payment for Documented Losses*** - All Settlement Class Members are eligible to submit a Claim for a Cash Payment for Documented Losses up to \$3,500.00 per Settlement Class Member upon presentment of documentation of losses related to fraud and/or identity theft stemming from the Data Incident. Documented expenses include unreimbursed losses relating to fraud or identity theft: if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident. To receive payment for documented losses, a Settlement Class Member must complete and submit a Claim Form and include documentation in support of the Claim. Except as expressly provided herein, personal certifications, declarations, or affidavits from

the Settlement Class Member do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If a Subclass B Settlement Class member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Subclass B Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Subclass B Settlement Class Member's Claim will be as if he or she elected a Pro Rata Cash Payment.

94. ***Pro Rata Cash Payment*** - Subclass B Settlement Class Members may also elect to receive a Pro Rata Cash Payment, the amount of which will be based on the amount of funds remaining in the Net Settlement Fund. All Settlement Class Members who elect this benefit and submit a Valid Claim will receive the same amount of cash from the Net Settlement Fund, subject to the California Statutory Payment, which is a 20% upward adjustment in the Pro Rata Cash Payment to Subclass B Settlement Class Members residing in California on October 21, 2024. By way of example, a Pro Rata Cash Payment for a non-California Subclass B Settlement Member in the amount of \$50.00 will result in a Subclass B Settlement Subclass Member from California receiving a payment in the amount of \$60.00. Those electing to receive the California Statutory payment will have to attest under penalty of perjury that they resided in California on the day of the Data Incident. The amount of cash to distribute from the Net Settlement Fund will not be known until all Claims for Cash Payments for Documented Losses are validated and until the Court awards Attorneys' Fees, Costs, and Service Awards. Thereafter, the amount of each Subclass B Settlement Class Member's distribution will be based on the total number of Valid Claims for Pro

Rata Cash Payments.

95. ***Representations and Enhancement*** – Conduent agrees to provide Class Counsel with a confidential declaration detailing any and all actions taken by Conduent following the Data Incident to enhance the protection of Settlement Class Members’ Private Information. The Declaration should include an estimate of costs that will be incurred over the near future. Conduent will make good faith efforts to commit sufficient resources necessary to meet the HIPAA security requirements.

VII. Settlement Approval

96. Upon execution of this Agreement by Conduent and Class Counsel, Class Counsel shall file Plaintiffs’ Motion for Preliminary Approval seeking a Preliminary Approval Order pursuant to the requirements of Federal Rule of Civil Procedure 23(e)(1). Conduent will have an opportunity to review the motion and proposed order before it is filed.

97. The Motion for Preliminary Approval shall, among other things, request the Court enter the Preliminary Approval Order, which will, at a minimum: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) appoint Class Counsel to represent the Settlement Class, Plaintiffs as Class Representatives, and the Settlement Administrator to administer the Settlement; (4) approve the Notice Program and the form and content of the Notices; (5) approve the Settlement Class Member Benefits and allocation and distribution plan presented by Class Counsel; (6) approve the Claims Process and the form and content of the Claim Form; (7) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement; (8) stay the Action pending Final Approval of the Settlement;

and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

VIII. Settlement Administrator

98. The Parties agree that Class Counsel will retain, subject to Court approval, Epiq Class Action & Claims Solutions, Inc. to serve as the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator, who has acknowledged by separate agreement that it has a fiduciary duty to the Settlement Class, shall fulfill the requirements set forth in the Preliminary Approval Order, the Qualified Protective Order, and herein and otherwise comply with all applicable laws.

99. The Settlement Administrator shall perform the functions specified in this Agreement, any functions specified in the Notice Program or Settlement Class Member Benefits Plan after Court approval, and any other functions approved by the Court. In addition to other responsibilities that are described elsewhere in this Agreement (and in the Notice Program and Settlement Class Member Benefits Plan, once approved by the Court).

100. The Settlement Administrator's duties include the following:

- a. Timely sending CAFA Notice;
- b. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notice and Reminder Email Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, ensuring Monitoring codes are activated, and sending Cash Payments to Settlement Class Members who submit Valid Claims;
- c. Establishing and maintaining a post office box to receive claims submitted by Settlement Class Members, opt-out requests from the Settlement Class and objections from

Settlement Class Members;

d. Establishing and maintaining the Settlement Website to provide important information and to the Settlement Class and to receive electronic Claim Forms;

e. Establishing and maintaining an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;

f. Responding to any mailed Settlement Class Member inquiries;

g. Processing all opt-out requests from the Settlement Class;

h. Paying all Taxes relating to the Settlement Fund and Settlement Fund Account;

i. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of claims submitted, claims approved and rejected, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and any other pertinent information;

j. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of claims received and providing details of the Settlement Class Members benefits claimed, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and providing other information as may be necessary to allow the Parties to seek and obtain Final Approval;

k. After the Effective Date, processing and distributing Cash Payments to

Settlement Class Members who submit Valid Claims;

- l. Ensuring Monitoring codes are activated following the Effective Date;
- m. Paying Court-approved Service Awards, Attorneys' Fees and Costs, following the Effective Date;
- n. Paying Settlement Administration Costs out of the Escrow Account following approval by Class Counsel and Defendant's Counsel.
- o. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel.

101. Neither the Parties, the Parties' Counsel, the Conduent Defendant Clients, nor the Conduent Defendant Clients' counsel shall have any liability whatsoever with respect to any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement, or under the Notice Program or the Settlement Class Member Benefits, or allocation or distribution thereof, once approved by the Court.

102. The Settlement Administrator shall indemnify and hold harmless the Parties and the Parties' Counsel and the Conduent Clients and the Conduent Clients' counsel for any liability arising from any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement, or under the Notice Program or Settlement Class Member Benefits, or allocation or distribution thereof, once approved by the Court.

IX. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

a. Notice Program

103. The Settlement Administrator shall be responsible for implementing and executing

the Notice Program. The Settlement Administrator shall complete sending Email Notice and Reminder Email Notice no later than 70 days following Notice Commencement.

104. Conduent will provide the Settlement Administrator with the Class List no later than 20 days after entry of the Preliminary Approval Order. To the extent available, the Class List will include first and last names, physical addresses, and email addresses. Should the Settlement be terminated for any of the reasons identified in Section XVI, the Settlement Administrator and Class Counsel shall immediately destroy any and all copies of the Class List and any corresponding emails.

105. The Notice Program shall utilize Email Notice, Reminder Email Notice, and Publication Notice as the primary methods of providing direct notice. The Parties expressly understand and agree that Conduent does not maintain email addresses for Settlement Class Members. Conduent agrees to make reasonable efforts to acquire necessary email addresses from the Conduent Clients but does not and cannot guarantee its ability to obtain them. To the extent email addresses are not obtained for Settlement Class Members, the Settlement Administrator shall explore and take reasonable alternative mechanisms to notify those Settlement Class Members whose email addresses are missing, which may include commercially feasible reverse look up procedures to obtain email addresses or media outreach. The Parties agree that they will file, by no later than October 9, 2026, a proposed HIPAA-compliant protective order that governs the transfer and handling of the PHI, including emails addresses and personally identifying information, necessary to effectuate appropriate notice. The Parties further agree that the proposed Preliminary Approval Order will similarly seek approval by the Court to use unencrypted emails, where available, to effectuate notice.

106. Within 40 days following Preliminary Approval, the Settlement Administrator shall

commence the Notice Program provided herein using the Email Notice and Publication Notice.

107. The Email Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) a Monitoring activation code; (b) instructions on how to submit a Claim Form; (c) the Claim Form Deadline; (d) the Opt-out Deadline which is the last for Settlement Class members to opt-out of the Settlement Class; (e) the Objection Deadline which is the last day for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (f) the Final Approval Hearing date; and (g) the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

108. Publication Notice shall commence on the same date Email Notice is first sent to Settlement Class Members. The Settlement Administrator shall obtain approval by Class Counsel and Conduent's Counsel of the form and content of the Publication Notice. The Settlement Administrator shall determine the frequency and duration of the Publication Notice plan. Settlement Class Members that see the Publication Notice and thereafter learn from the Settlement Administrator that they are in the Settlement Class and who do not opt-out of the Settlement will be given a Monitoring activation code and will be eligible to submit Claims for Cash Payments.

109. Reminder Email Notice shall be emailed to Settlement Class Members 30 days after Email Notice was sent reminding Settlement Class Members of their rights under the Settlement

and of the Claim Form Deadline.

110. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted online directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

111. The Long Form Notice will include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Email Notice and Reminder Email Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions.

112. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards and the Email Notice and Reminder Email Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions.

113. If a Settlement Class Member opts-out of and objects to the Settlement, regardless of which was submitted first, the opt-out request will supersede the objection, and the Settlement Class Member will be excluded from the Settlement Class and the objection will not be considered by the Court.

b. CAFA Notice

114. The Settlement Administrator will serve CAFA Notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, not later than 10 days after this Agreement is filed with the Court.

c. Opt-Out Procedure

115. Any individual who wishes to exclude themselves from the Settlement must submit

a written request for exclusion to the Settlement Administrator, which shall be postmarked no later than the Opt-Out Deadline or submitted online on the Settlement Website and verified no later than the Opt-Out Deadline.

116. The opt-out request must: (a) be personally signed by the Settlement Class Member; (b) contain the case name and case number; (c) identify the Settlement Class Members' name, address, telephone number, email address (if any); and (d) include and a statement clearly indicating the Settlement Class Members' intent to be excluded from the Settlement Class.

117. To be effective and valid, opt-out requests submitted online must verify the request to opt-out no later than the Opt-Out Deadline using the link sent to the individual who submitted the request for exclusion.

118. Mass or class requests to opt-out filed by third parties on behalf of a mass or class of Settlement Class members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class member will not be allowed.

119. Any individual who submits a valid and timely opt-out request in the manner described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of the Settlement. Any individual on the Class List who does not submit a valid and timely opt-out request in the manner described herein shall be deemed to be a Settlement Class Member upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

d. Objection Procedure

120. Any Settlement Class Member who wishes to object to the Settlement must submit

a written objection to the Court on or before the Objection Deadline, as specified in the Preliminary Approval Order. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. For an objection to be considered by the Court, the objection shall include all of the following information:

- a. The case name and case number;
- b. the objector's full name, mailing address, telephone number, and email address (if any);
- c. a statement of whether the objection applies only to the objector, to a subset of the Settlement Class, or the entire Settlement Class;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- e. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- g. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed

objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

h. a statement confirming whether the objector or the objector's counsel intends to personally appear and/or testify at the Final Approval Hearing;

i. a statement of whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparing the objection; and

j. the objector's signature (an attorney's signature is not sufficient).

121. Class Counsel and/or Conduent's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding discovery. Failure to strictly comply with each of the requirements set forth above will result in an objection being overruled on procedural grounds without consideration of the merits of the objection.

122. Any Settlement Class Member who fails to object to the Settlement in the manner described in this Agreement and in the notice provided pursuant to the Notice Program shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

X. Claim Process, Disbursement of Cash Payments, and Credit Monitoring

123. The Notice and the Settlement Website will explain to the Settlement Class that they will automatically, without having to submit a Claim, receive Monitoring and how to submit a Claim for a Cash Payment.

124. Claim Forms may be submitted online through the Settlement Website or through

U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

125. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

126. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

127. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the

Parties and ultimate oversight by the Court.

128. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

129. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;

- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

130. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication;
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph;
- c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants; and
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

131. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the

decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

132. No person or entity shall have any claim against Defendant, Defendant's Counsel, Conduent's clients, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

133. The Settlement Administrator shall distribute Cash Payments no later than 60 days after the Effective Date.

134. Monitoring codes must be activated no later 60 days after the Effective Date.

135. Cash Payments to Settlement Class Members will be made by electronic payment. Settlement Class Members will choose the form of electronic payment on the Claim Form. In the event the Settlement Administrator is unable to distribute funds to the person entitled to receive them due to incorrect or incomplete information provided on the Claim Form, the Settlement Administrator will attempt to contact the Settlement Class Member to obtain accurate payment information.

XI. Application for Attorneys' Fees, Costs, and Service Awards, Motion for Final Approval, Final Approval Order and Final Judgment

136. Plaintiffs shall file their Motion for Attorneys' Fees, Costs, and Service Awards no later than 70 days after Notice Commencement and their Motion for Final Approval no later than 100 days after Notice Commencement. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the

Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all the requirements listed in the Agreement.

137. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Motion for Attorneys' Fees, Costs, and Service Awards. Such Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Affirm the interim and/or conditional appointments of Class Representatives, Class Counsel, and the Settlement Administrator;
- d. Determine that the Notice Program satisfies Due Process requirements;
- e. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- f. Release Conduent and the Released Parties from the Released Claims; and
- g. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Conduent, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XII. Service Awards, Attorneys' Fees and Costs

138. *Service Awards* – Class Counsel shall request Service Awards for the Class Representatives in an amount not to exceed \$1,500.00 each. If approved by the Court, the Service Awards shall be paid by the Settlement Administrator from the Settlement Fund within 10 days of

the Effective Date. Class Counsel will instruct the Settlement Administrator where to send the payments.

139. ***Attorneys' Fees and Costs*** - Class Counsel's Motion for Attorneys' Fees, Costs, and Service Awards shall include their Application for Attorneys' Fees, Costs, and Service Awards. The application will request up to 34% of the Settlement Fund and the costs will be the reasonable amounts advanced by Class Counsel. If approved by the Court, such Attorneys' fees and Costs (including any interest on such Attorneys' fees and Costs) shall be paid by the Settlement Administrator from the Settlement Fund within 10 days after the Effective Date. Class Counsel James Cecchi and Jeff Ostrow will instruct the Settlement Administrator where to send the payments, and will have full discretion to allocate and distribute Attorneys' Fees and Costs amongst Plaintiffs' counsel.

140. This Settlement is not contingent on the Court's approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than the amounts requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

XIII. Disposition of Residual Funds

141. In the event there are funds remaining in the Settlement Fund 180 days following the date Settlement Class Members are sent their Cash Payment, any residual funds shall be distributed to a *cy pres* recipient agreed to by the Parties and approved by the Court.

XIV. Releases

142. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of

the Final Approval Order shall have, fully, finally, and irrevocably released, acquitted, relinquished, and forever discharged the Released Parties from the Released Claims. The Releasing Parties shall be forever barred from instituting, maintaining or prosecuting any and all liabilities, rights, claims, actions, causes of actions, disputes, complaints, demands, damages (whether actual, compensatory, statutory, punitive, consequential, special, or any other type), charges, penalties, reimbursements, costs, attorneys' fees, losses, equitable reliefs, arbitrations, and remedies, whether known or unknown, in law or equity, asserted or unasserted, fixed or contingent, direct or derivative, matured or unmatured, choate or inchoate, accrued or unaccrued, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort, or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to the Data Incident or notifications related to the Data Incident. Each Releasing Party expressly waives all rights under California Civil Code section 1542, which provides as follows:

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

143. The Releasing Parties agree that, once this Agreement is executed, they fully and finally release the Released Parties and they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

144. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and

Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, prosecuting or continuing to prosecute any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or any administrative agency proceeding, arbitration, or tribunal.

145. The power to enforce any term of this Settlement is not affected by the releases in this section.

XV. Post-Mediation Discovery & Ongoing Commitments

146. Subsequent to the mediation and prior to the execution of this Settlement Agreement, and as a condition to this Settlement Agreement, Conduent agreed to provide and has provided confidential information related to Conduent's financial condition (consistent with its obligations and/or limitations under federal and state securities laws), the Data Incident, the types of files affected by the Data incident, Conduent's cybersecurity program, and cybersecurity initiatives taken after the Data Incident.

147. Conduent further agrees that it will make good-faith efforts to commit sufficient resources necessary to meet the security requirements of the HIPAA Security Rule (45 C.F.R. Part 160 and Subparts A and C of Part 164) as applicable to its operations.

XVI. Termination of Settlement

148. This Agreement shall be subject to and is conditioned on the occurrence of all the following events:

- a. Court approval of the Settlement consideration and the Releases set forth in this Agreement;
- b. The Court having entered the Preliminary Approval Order;

c. The Court having entered the Final Approval Order, and all objections, if any, being overruled, and all appeals taken from the Final Approval Order having been resolved in favor of Final Approval; and

d. The Effective Date having occurred;

149. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which either Party does not consent and cannot reasonably do so, then this Agreement shall be cancelled and terminated.

XVII. Effect of Termination

150. The grounds upon which this Agreement may be terminated are set forth in Section XVI. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Conduent's, and Conduent's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement.

151. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* Action as if the Parties had not entered into this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and Conduent's clients and shall not be used in the Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

152. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for

any purpose. In such event, all Parties and Conduent's clients shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court. In the event this Agreement is terminated or fails to become effective, the Settlement Administrator shall, within 30 days of receiving notice from Conduent's Counsel, pay to Conduent an amount equal to the Settlement Fund, together with any interest or other income earned thereon, less (i) any Taxes paid or due with respect to such income and (ii) any reasonable and necessary Settlement Administration Costs already actually incurred and paid or payable from the Settlement Fund pursuant to the terms of this Agreement.

XVIII. No Admission of Liability

153. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Conduent maintains that Plaintiffs' claims do not have merit and has denied and continues to deny each of the claims and contentions alleged in the Complaint. Conduent specifically denies that a class could or should be certified in the Action for litigation purposes. Conduent does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Conduent has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

154. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted informal

discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

155. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

156. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) 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 Parties, in the Action or in any proceeding in any court, administrative agency, arbitration, or other tribunal.

157. In addition to any other defenses Conduent or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XIX. Miscellaneous Provisions

158. ***Gender and Plurals.*** As used in this Agreement, the masculine or feminine gender, and the singular or plural number, shall each be deemed to include the other whenever the context so indicates.

159. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

161. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

162. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any party or any party's representative other than those set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind have been made by any party, except as provided for herein.

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

164. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of New Jersey without regard to the principles thereof regarding choice of law, except to the extent the federal law of the United States requires that federal law governs.

165. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

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

156. ***Notices.*** All notices provided for herein shall be sent by email with a hard copy sent by overnight mail as follows:

If to Plaintiffs, Settlement Class, or Class Counsel:

Jeff Ostrow
KOPELOWITZ OSTROW P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, Florida 33301
ostrow@kolawyers.com

James Cecchi
**CARELLA BYRNE CECCHI
BRODY & AGNELLO, P.C.**
5 Becker Farm Road
Roseland, New Jersey 07068
jcecchi@carellabyrne.com

If to Conduent or Conduent's Counsel:

Mark S. Melodia
HOLLAND & KNIGHT LLP
787 Seventh Avenue, 31st Floor

New York, New York 10019
mark.melodia@hklaw.com

Shardul Desai
HOLLAND & KNIGHT LLP
800 17th Street N.W., Ste. 1100
Washington, D.C. 20006
shardul.desai@hklaw.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

157. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Conduent's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

158. ***No Waiver.*** The waiver by any party of any breach of this Agreement by another party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

159. ***Authority.*** Class Counsel and Conduent, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Conduent to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

160. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Conduent shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

161. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) that even if they 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 Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their counsel, consultants, and/or experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with the Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

162. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signatures on the following page

CLASS COUNSEL (For Plaintiffs)Jeffrey Ostrow (Oct 16, 2026 14:30:07 EDT)**JEFF OSTROW**

KOPELOWITZ OSTROW P.A.

James Cecchi (Oct 16, 2026 14:24:30 EDT)**JAMES CECCHI**

CARELLA BYRNE CECCHI BRODY & AGNELLO, P.C.

**CONDUENT INCORPORATED, CONDUENT BUSINESS SERVICES, LLC, and
CONDUENT STATE & LOCAL SOLUTIONS, INC.**Anna Novoseletsky (Oct 16, 2026 14:40:19 EDT)**ANNA NOVOSELETSKY**

GENERAL COUNSEL

**COUNSEL FOR CONDUENT INCORPORATED, CONDUENT BUSINESS SERVICES,
LLC, and CONDUENT STATE & LOCAL SOLUTIONS, INC.**Shardul Desai (Oct 16, 2026 14:27:05 EDT)**SHARDUL DESAI**

HOLLAND & KNIGHT LLP

**EXHIBIT 1A
(EMAIL NOTICE
SUBCLASS A)**

Notice of Class Action Settlement

Your Private Information may have been affected by the Data Incident involving **Conduent**, and you are entitled to Settlement Class Member Benefits from a Settlement.

If you have documented losses for fraud and/or identity theft, you must submit your Claim for a Cash Payment by Month DD, 20YY.

For your unique claim filing information, see below or [click here](#).

Submit Your Claim

You are a member of the Settlement Class (defined below). As a Settlement Class Member, you will automatically receive Credit Monitoring and you may be eligible for a Cash Payment of up to \$3,500.00 upon presentation of documented losses. The Settlement Class Member Benefits are available to you as a result of an \$80 million class action Settlement involving Conduent Business Services, LLC, Conduent State & Local Solutions, Inc., and Conduent Incorporated (together, "Conduent" or "Defendant"). You may not recognize the name Conduent. Read below for more information on who Conduent is and what it does.

On or about January 13, 2025, Conduent discovered a Data Incident involving the unauthorized access to its network by a third party that affected files that contain Settlement Class Members' Private Information. Private Information includes personal identifying information and/or personal health information, including some combination of names, Social Security numbers, addresses, dates of birth, medical information, health insurance information, and financial account information.

Defendant denies the allegations in the lawsuit and has agreed to settle the lawsuit, *In re: Conduent Business Services Data Breach Litigation*, Case No. 2:25-cv-16953, United States District Court for the District of New Jersey.

Who is Included?

Records show you are a Settlement Class Member defined as: all individuals residing in the United States who are on the Class List and were provided actual or substitute notice by Conduent and/or Conduent's clients that their Private Information may have been affected by the Data Incident.

Under the terms of the Settlement Agreement, you are a **Subclass A Settlement Class Member** because your Private Information was maintained in a complex manner such that the data was not readily accessible by third parties other than Conduent.

Who is Conduent?

Conduent provides third-party print and mailroom services, document processing services, payment integrity services, government benefit services, and other back-office support services.

For most of the Settlement Class, Conduent came into possession of your Private Information due to services that it provides to your current or former health plan. For a few Settlement Class Members, Conduent came into possession of your Private Information due to services that it provides to your current or former employer or a government benefits program.

What Does the Settlement Provide?

As a Settlement Class Member, you can submit a Claim [here](#) or by mail postmarked by **Month DD, 20YY**, for the following cash payment:

Credit Monitoring:

Each Settlement Class Member in Subclass A will automatically, without having to submit a Claim, receive one year of Credit Monitoring. The Credit Monitoring is a product known as “Financial Shield” offered through CyEx, Inc. Financial Shield includes \$1,000,000.00 in insurance, dark web monitoring, monitoring of bank accounts, investment accounts, and credit card accounts, it tracks monthly spending by category, it monitors up to five home and property titles, including commercial property, it monitors high-risk transactions, and has credit monitoring with one credit bureau. You do not need to do anything to receive this benefit. Your unique activation code is below. The code will be activated provided you do not opt-out of the Settlement and after the Effective Date of the Agreement, which is after the Court enters Final Approval of the Settlement.

————— **AND** —————

Cash Payment for Documented Losses:

Each Settlement Class Member may submit a Claim for up to \$3,500.00 upon presentation and submission of documented losses related to fraud and/or identity theft stemming from the Data Incident. You must provide documentation of your losses when you submit your Claim. For more information regarding the Cash Payment for Documented Losses, please visit the Settlement Website at www.XXXXXXX.com and review the Long Form Notice.

ACTIVATION CODE: <<XXXXXXXXXXXX>>

After Final Approval, click [here](#) or call toll-free 1-XXX-XXX-XXXX for instructions on how to activate your Credit Monitoring code.

Enhancements: Defendant has implemented added security measures since the Data Incident and further committed to maintain additional measures and costs to enhance protection of your Private Information.

Other Options

Opt-Out postmarked by Month DD, 20YY. If you want to exclude yourself from the Settlement, you must submit an opt-out request. The Court will exclude Settlement Class Members who request to opt-out. If you do *not* opt-out, you will be bound by the Settlement and any orders or judgments. For more information about how to opt-out, please visit the Settlement Website at www.XXXXXXX.com and review the Long Form Notice.

Object by Month DD, 20YY. If you want to object to any part of the Settlement or the Application for Attorneys' Fees, Costs, and Service Awards, you must submit your objection timely. For more information on how to object to the Settlement, please visit the Settlement Website at www.XXXXXX.com and review the Long Form Notice.

Do Nothing. If you do nothing, you will remain in the Settlement Class. You will receive the Credit Monitoring activation code, but you will not get a Cash Payment from the Settlement, and you will be bound by the Settlement and any orders or judgments.

Final Approval Hearing on Month DD, 20YY. The Court will hold a Final Approval Hearing to decide whether to approve the Settlement, Class Counsel's attorneys' fees up to 34% of the Settlement Fund and costs, and any objections. You or your lawyer may ask to appear at the hearing, but it is not required.

This Notice is a summary. Learn more [here](#) or call toll-free 1-XXX-XXX-XXXX.

Your Unique Information

<<Variable Data>>

Submit Your Claim

If {\recipient_addr} should not be subscribed or if you need to change your subscription information for {\client_name}, please use this preferences page.

**EXHIBIT 1B
(EMAIL NOTICE
SUBCLASS B)**

Notice of Class Action Settlement

Your Private Information may have been affected by the Data Incident involving **Conduent**, and you are entitled to Settlement Class Member Benefits from a Settlement.

If you want to receive a Cash Payment from this Settlement, you must submit your Claim for a Cash Payment by Month DD, 20YY.

Submit your Claim by Month DD, 20YY

For your unique claim filing information, see below or [click here](#).

Submit Your Claim

You are a member of the Settlement Class (defined below). As a Settlement Class Member, you will automatically receive Medical Data Monitoring and you may be eligible to claim two types of Cash Payments. The Settlement Class Member Benefits are available to you as a result of an \$80 million class action Settlement involving Conduent Business Services, LLC, Conduent State & Local Solutions, Inc., and Conduent Incorporated (together, "Conduent" or "Defendant"). You may not recognize the name Conduent. Read below for more information on who Conduent is and what it does.

On or about January 13, 2025, Conduent discovered a Data Incident involving the unauthorized access to its network by a third party that affected files that contain Settlement Class Members' Private Information. Private Information includes personal identifying information and/or personal health information including some combination of names, Social Security numbers, addresses, dates of birth, medical information, health insurance information, and financial account information.

Defendant denies the allegations in the lawsuit and has agreed to settle the lawsuit, *In re: Conduent Business Services Data Breach Litigation*, Case No. 2:25-cv-16953, United States District Court for the District of New Jersey.

Who is Included?

Records show you are a Settlement Class Member defined as: all individuals residing in the United States who are on the Class List and were provided actual or substitute notice by Conduent and/or Conduent's clients that their Private Information may have been affected by the Data Incident.

Under the terms of the Settlement Agreement, you are a **Subclass B Settlement Class Member** because your Private Information was stored in files wherein the data was readily accessible.

Who is Conduent?

Conduent provides third party print and mailroom services, document processing services, payment integrity services, government benefit services, and other back-office support services. For most of the Settlement Class, Conduent came into possession of your Private Information

due to services that it provides to your current or former health plan. For a few Settlement Class Members, Conduent came into possession of your Private Information due to services that it provides to your current or former employer or a government benefits program.

What Does the Settlement Provide?

As a Settlement Class Member, you can submit a Claim [here](#) or by mail postmarked by **Month DD, 20YY**, for the following cash payments:

Medical Data Monitoring:

Each Settlement Class Member in Subclass B will automatically without having to submit a Claim, receive one year of Medical Data Monitoring. The Medical Data Monitoring is a product known as "Medical Shield" offered by CyEx, Inc. Medical Shield includes \$1,000,000.00 in insurance, monitoring for dark web and public web marketplaces that buy, sell, and barter medical information, and credit monitoring with one credit bureau. Without submitting a Claim, you are receiving an activation code below for one year of free Medical Data Monitoring.

_____ AND _____

Cash Payment for Documented Losses:

Each Settlement Class Member in Subclass B may submit a Claim for up to \$3,500.00 each upon presentation and submission of reasonable documented losses related to fraud and/or identity theft stemming from the Data Incident. You must provide documentation of your losses when you submit your Claim. For more information regarding the Cash Payment for Documented Losses, please visit the Settlement Website at www.XXXXXX.com and review the Long Form Notice.

_____ AND _____

Cash Payment for Pro Rata Cash:

In addition to a Cash Payment for Documented Losses, each Settlement Class Member in Subclass B may also submit a Claim for a pro rata (a legal term meaning equal share) cash payment. You do *not* need to provide documentation of your losses with your Claim. For more information on the Pro Rata Cash Payment, please visit the Settlement Website at www.XXXXXX.com and review the Long Form Notice.

_____ AND _____

California Statutory Cash Payment for California Residents:

Settlement Class Members in Subclass B who resided in California on October 21, 2024 (the day of the Data Incident) will be entitled to a 20% increase in their Pro Rata Cash Payment. If this applies to you, check the appropriate box on the Claim Form to select this benefit.

ACTIVATION CODE: <<XXXXXXXXXXXX>>

After Final Approval, click [here](#) or call toll-free 1-XXX-XXX-XXXX for instructions on how to activate your Medical Data Monitoring code.

Enhancements: Defendant has implemented added security measures since the Data Incident and further committed to maintain additional measures and costs to enhance protection of your Private Information.

Other Options

Opt-Out postmarked by Month DD, 20YY. If you want to exclude yourself from the Settlement, you must submit an opt-out request. The Court will exclude Settlement Class Members who request to opt-out. If you do *not* opt-out, you will be bound by the Settlement and any orders or judgments. For more information about how to opt-out, please visit the Settlement Website at www.XXXXXXX.com and review the Long Form Notice.

Object by Month DD, 20YY. If you want to object to any part of the Settlement or the Application for Attorneys' Fees, Costs, and Service Awards, you must submit your objection timely. For more information on how to object to the Settlement, please visit the Settlement Website at www.XXXXXXX.com and review the Long Form Notice.

Do Nothing. If you do nothing, you will remain in the Settlement Class. You will receive the Medical Data Monitoring activation code, but you will not get a Cash Payment from the Settlement, and you will be bound by the Settlement and any orders or judgments.

Final Approval Hearing on Month DD, 20YY. The Court will hold a Final Approval Hearing to decide whether to approve the Settlement, Class Counsel's attorneys' fees up to 34% of the Settlement Fund and costs, and any objections. You or your lawyer may ask to appear at the hearing, but it is not required.

This notice is a summary. Learn more [here](#) or call toll-free 1-XXX-XXX-XXXX.

Your Unique Information

<<Variable Data>>

Submit Your Claim

If {recipient_addr} should not be subscribed or if you need to change your subscription information for {client_name}, please use this preferences page.

**EXHIBIT 2A
(REMINDER EMAIL
NOTICE SUBCLASS A)**

Reminder Notice

Your Private Information may have been affected by the Data Incident involving **Conduent**, and you may be entitled to Settlement Class Member Benefits from a Settlement.

Records show you are a Settlement Class Member and have not yet submitted your Claim for documented losses for fraud and/or identity theft.

You must submit your Claim for a Cash Payment by Month DD, 20YY.

For your unique claim filing information, see below or [click here](#).

Submit Your Claim

You are a member of the Settlement Class (defined below). As a Settlement Class Member, you will automatically receive Credit Monitoring and you may be eligible for a Cash Payment of up to \$3,500.00 upon presentation of documented losses. The Settlement Class Member Benefits are available to you as a result of an \$80 million class action Settlement involving Conduent Business Services, LLC, Conduent State & Local Solutions, Inc., and Conduent Incorporated (together, “Conduent” or “Defendant”). You may not recognize the name Conduent. Read below for more information on who Conduent is and what it does.

On or about January 13, 2025, Conduent discovered a Data Incident involving the unauthorized access to its network by a third party that affected files that contain Settlement Class Members’ Private Information. Private Information includes personal identifying information and/or personal health information, including some combination of names, Social Security numbers, addresses, dates of birth, medical information, health insurance information, and financial account information.

Defendant denies the allegations in the lawsuit and has agreed to settle the lawsuit, *In re: Conduent Business Services Data Breach Litigation*, Case No. 2:25-cv-16953, United States District Court for the District of New Jersey.

Who is Included?

Records show you are a Settlement Class Member defined as: all individuals residing in the United States who are on the Class List and were provided actual or substitute notice by Conduent and/or Conduent’s clients that their Private Information may have been affected by the Data Incident.

Under the terms of the Settlement Agreement, you are a **Subclass A Settlement Class Member** because your Private Information was maintained in a complex manner such that the data was not readily accessible by third parties other than Conduent.

Who is Conduent?

Conduent provides third-party print and mailroom services, document processing services, payment integrity services, government benefit services, and other back-office support services. For most of the Settlement Class, Conduent came into possession of your Private Information due to services that it provides to your current or former health plan. For a few Settlement Class Members, Conduent came into possession of your Private Information due to services that it provides to your current or former employer or a government benefits program.

What Does the Settlement Provide?

As a Settlement Class Member, you can submit a Claim [here](#) or by mail postmarked by **Month DD, 20YY**, for the following cash payment:

Credit Monitoring:

Each Settlement Class Member in Subclass A will automatically, without having to submit a Claim, receive one year of Credit Monitoring. The Credit Monitoring is a product known as “Financial Shield” offered through CyEx, Inc. Financial Shield includes \$1,000,000.00 in insurance, dark web monitoring, monitoring of bank accounts, investment accounts, and credit card accounts, it tracks monthly spending by category, it monitors up to five home and property titles, including commercial property, it monitors high-risk transactions, and has credit monitoring with one credit bureau. You do not need to do anything to receive this benefit. Your unique activation code is below. The code will be activated provided you do not opt-out of the Settlement and after the Effective Date of the Agreement, which is after the Court enters Final Approval of the Settlement.

————— **AND** —————

Cash Payment for Documented Losses:

Each Settlement Class Member may submit a Claim for up to \$3,500.00 upon presentation and submission of documented losses related to fraud and/or identity theft stemming from the Data Incident. You must provide documentation of your losses when you submit your Claim. For more information regarding the Cash Payment for Documented Losses, please visit the Settlement Website at www.XXXXXXX.com and review the Long Form Notice.

ACTIVATION CODE: <<XXXXXXXXXXXX>>

After Final Approval, click [here](#) or call toll-free 1-XXX-XXX-XXXX for instructions on how to activate your Credit Monitoring code.

Enhancements: Defendant has implemented added security measures since the Data Incident and further committed to maintain additional measures and costs to enhance protection of your Private Information.

Other Options

Opt-Out postmarked by Month DD, 20YY. If you want to exclude yourself from the Settlement, you must submit an opt-out request. The Court will exclude Settlement Class Members who request to opt-out. If you do *not* opt-out, you will be bound by the Settlement and any orders or judgments. For

more information about how to opt-out, please visit the Settlement Website at www.XXXXXX.com and review the Long Form Notice.

Object by Month DD, 20YY. If you want to object to any part of the Settlement or the Application for Attorneys' Fees, Costs, and Service Awards, you must submit your objection timely. For more information on how to object to the Settlement, please visit the Settlement Website at www.XXXXXX.com and review the Long Form Notice.

Do Nothing. If you do nothing, you will remain in the Settlement Class. You will receive the Credit Monitoring activation code, but you will not get a Cash Payment from the Settlement, and you will be bound by the Settlement and any orders or judgments.

Final Approval Hearing on Month DD, 20YY. The Court will hold a Final Approval Hearing to decide whether to approve the Settlement, Class Counsel's attorneys' fees up to 34% of the Settlement Fund and costs, and any objections. You or your lawyer may ask to appear at the hearing, but it is not required.

This Notice is a summary. Learn more [here](#) or call toll-free 1-XXX-XXX-XXXX.

Your Unique Information

<<Variable Data>>

Submit Your Claim

If {recipient_addr} should not be subscribed or if you need to change your subscription information for {client_name}, please use this preferences page.

**EXHIBIT 2B
(REMINDER EMAIL
NOTICE SUBCLASS B)**

Reminder Notice

Your Private Information may have been affected by the Data Incident involving **Conduent**, and you may be entitled to Settlement Class Member Benefits from a Settlement.

Records show you are a Settlement Class Member and have not yet submitted your Claim for a Cash Payment from this Settlement.

You must submit your Claim for a Cash Payment by Month DD, 20YY.

For your unique claim filing information, see below or [click here](#).

Submit Your Claim

You are a member of the Settlement Class (defined below). As a Settlement Class Member, you will automatically receive Medical Data Monitoring and you may be eligible to claim two types of Cash Payments. The Settlement Class Member Benefits are available to you as a result of an \$80 million class action Settlement involving Conduent Business Services, LLC, Conduent State & Local Solutions, Inc., and Conduent Incorporated (together, "Conduent" or "Defendant"). You may not recognize the name Conduent. Read below for more information on who Conduent is and what it does.

On or about January 13, 2025, Conduent discovered a Data Incident involving the unauthorized access to its network by a third party that affected files that contain Settlement Class Members' Private Information. Private Information includes personal identifying information and/or personal health information, including some combination of names, Social Security numbers, addresses, dates of birth, medical information, health insurance information, and financial account information.

Defendant denies the allegations in the lawsuit and has agreed to settle the lawsuit, *In re: Conduent Business Services Data Breach Litigation*, Case No. 2:25-cv-16953, United States District Court for the District of New Jersey.

Who is Included?

Records show you are a Settlement Class Member defined as: all individuals residing in the United States who are on the Class List and were provided actual or substitute notice by Conduent and/or Conduent's clients that their Private Information may have been affected by the Data Incident.

Under the terms of the Settlement Agreement, you are a **Subclass B Settlement Class Member** because your Private Information was stored in files wherein the data was readily accessible.

Who is Conduent?

Conduent provides third-party print and mailroom services, document processing services, payment integrity services, government benefit services, and other back-office support services. For most of

the Settlement Class, Conduent came into possession of your Private Information due to services that it provides to your current or former health plan. For a few Settlement Class Members, Conduent came into possession of your Private Information due to services that it provides to your current or former employer or a government benefits program.

What Does the Settlement Provide?

As a Settlement Class Member, you can submit a Claim [here](#) or by mail postmarked by **Month DD, 20YY**, for the following cash payments:

Medical Data Monitoring:

Each Settlement Class Member in Subclass B will automatically without having to submit a Claim, receive one year of Medical Data Monitoring. The Medical Data Monitoring is a product known as “Medical Shield” offered by CyEx, Inc. Medical Shield includes \$1,000,000.00 in insurance, monitoring for dark web and public web marketplaces that buy, sell, and barter medical information, and credit monitoring with one credit bureau. Without submitting a Claim, you are receiving an activation code below for one year of free Medical Data Monitoring.

— AND —

Cash Payment for Documented Losses:

Each Settlement Class Member in Subclass B may submit a Claim for up to \$3,500.00 upon presentation and submission of reasonable documented losses related to fraud and/or identity theft stemming from the Data Incident. You must provide documentation of your losses when you submit your Claim. For more information regarding the Cash Payment for Documented Losses, please visit the Settlement Website at www.XXXXXX.com and review the Long Form Notice.

— AND —

Cash Payment for Pro Rata Cash:

In addition to a Cash Payment for Documented Losses, each Settlement Class Member in Subclass B may also submit a Claim for a pro rata (a legal term meaning equal share) cash payment. You do *not* need to provide documentation of your losses with your Claim. For more information on the Pro Rata Cash Payment, please visit the Settlement website at www.XXXXXX.com and review the Long Form Notice.

— AND —

California Statutory Cash Payment for California Residents:

Settlement Class Members in Subclass B who resided in California on October 21, 2024 (the day of the Data Incident) will be entitled to a 20% increase in their Pro Rata Cash Payment. If this applies to you, check the appropriate box on the Claim Form to select this benefit.

ACTIVATION CODE: <<XXXXXXXXXX>>

After Final Approval, click [here](#) or call toll-free 1-XXX-XXX-XXXX for instructions on how to activate your Medical Data Monitoring code.

Enhancements: Defendant has implemented added security measures since the Data Incident and further committed to maintain additional measures and costs to enhance protection of your Private Information.

Other Options

Opt-Out postmarked by Month DD, 20YY. If you want to exclude yourself from the Settlement, you must submit an opt-out request. The Court will exclude Settlement Class Members who request to opt-out. If you do *not* opt-out, you will be bound by the Settlement and any orders or judgments. For more information about how to opt-out, please visit the Settlement Website at www.XXXXXX.com and review the Long Form Notice.

Object by Month DD, 20YY. If you want to object to any part of the Settlement or the Application for Attorneys' Fees, Costs, and Service Awards you must submit your objection timely. For more information on how to object to the Settlement, please visit the Settlement Website at www.XXXXXX.com and review the Long Form Notice.

Do Nothing. If you do nothing, you will remain in the Settlement Class. You will receive the Medical Data Monitoring activation code, but you will not get a Cash Payment from the Settlement, and you will be bound by the Settlement and any orders or judgments.

Final Approval Hearing on Month DD, 20YY. The Court will hold a Final Approval Hearing to decide whether to approve the Settlement, Class Counsel's attorneys' fees up to 34% of the Settlement Fund and costs, and any objections. You or your lawyer may ask to appear at the hearing, but it is not required.

This notice is a summary. Learn more [here](#) or call toll-free 1-XXX-XXX-XXXX.

Your Unique Information

<<Variable Data>>

Submit Your Claim

If {recipient_addr} should not be subscribed or if you need to change your subscription information for {client_name}, please use this preferences page.

EXHIBIT 3 (LONG FORM NOTICE)

If your Private Information was affected by the Data Incident involving Conduent, and you are on the Class List, you may be entitled to Settlement Class Member Benefits from a Settlement.

This is a Court-Approved Notice of Settlement. You may be eligible for Settlement Class Member Benefits consisting of Credit Monitoring or Medical Data Monitoring and a Cash Payment as a result of an **\$80 million class action Settlement** involving Conduent Business Services, LLC, Conduent State & Local Solutions, Inc., and Conduent Incorporated (together, “Conduent” or “Defendant”). On or about January 13, 2025, Conduent discovered a Data Incident involving the unauthorized access to its network by a third party that affected files that contain Settlement Class Members’ Private Information. Private Information includes personal identifying information and/or personal health information, including some combination of names, Social Security numbers, addresses, dates of birth, medical information, health insurance information, and financial account information. Defendant denies the allegations in the lawsuit and has agreed to settle the lawsuit, *In re: Conduent Business Services Data Breach Litigation*, Case No. 2:25-cv-16953 (D.N.J.).

- **Settlement Class:** All individuals residing in the United States who are on the Class List and were provided actual or substitute notice by Conduent and/or Conduent’s clients that their Private Information may have been affected by the Data Incident.
- You are a **Subclass A Settlement Class Member** if your Private Information was maintained in a complex manner such that the data was not readily accessible by third parties other than Conduent.
- You are a **Subclass B Settlement Class Member** if your Private Information was stored in files wherein the data was readily accessible.
- Your Email Notice will inform you as to which Subclass you are in. If you did not receive an Email Notice, contact the Settlement Administrator to inquire if you are a Settlement Class Member.

Credit Monitoring:

Subclass A Settlement Class Members will automatically, without having to submit a Claim, receive one year of free Credit Monitoring.

Medical Data Monitoring:

Subclass B Settlement Class Members will automatically, without having to submit a Claim, receive one year of free Medical Data Monitoring.

The Credit Monitoring or Medical Data Monitoring activation code will be provided in your Settlement Email Notice and can be activated after Final Approval of the Settlement and after the Settlement’s Effective Date.

Cash Payment for Documented Losses:

Subclass A and Subclass B Settlement Class Members are eligible to Claim up to \$3,500.00 in reimbursement for reasonable documented losses related to fraud and/or identity theft stemming from the Data Incident. You must provide documentation of your losses with your Claim.

_____ **AND** _____

Pro Rata Cash Payment:

Subclass B Settlement Class Members are eligible to Claim a pro rata (a legal term meaning equal share) cash payment. You do *not* need to provide documentation of your losses with your Claim.

_____ **AND** _____

California Statutory Cash Payment for California Residents:

Subclass B Settlement Class Members who were California residents on October 21, 2024, are eligible for a 20% increase in the Pro Rata Cash payment.

You must Submit your Claim for a Cash Payment online or by mail postmarked by Month DD, 20YY.

Enhancements: Defendant has implemented added security measures since the Data Incident and further committed to maintain additional measures and costs to enhance protection of your Private Information.

Your Legal Rights & Options	Important Dates
Submit a Claim: You must submit a Claim to receive a Cash Payment from the Settlement. You do not need to submit a Claim to receive Credit or Medical Data Monitoring.	Submit or postmarked by: Month DD, 20YY
Opt-Out: You may submit an opt-out if you do not want to be part of the Settlement Class. The Court will exclude Settlement Class Members who request to opt-out.	Postmarked by: Month DD, 20YY
Object: You may object to the Settlement if you do not opt-out.	File by: Month DD, 20YY
Do Nothing: You will receive Credit Monitoring or Medical Data Monitoring, but you will not receive a Cash payment, and you will be bound by the Settlement and any orders or judgments.	
Final Approval Hearing: The Court will decide whether to approve the Settlement, Class Counsel's Attorneys' Fees and Costs, Service Awards, and any objections.	Final Approval Hearing: Month DD, 20YY



LEARN MORE

Scan this QR code, call toll-free 1-XXX-XXX-XXXX
or visit www.XXXXXXXXXXXXXXXXXX.com
Call 1-XXX-XXX-XXXX

NOTICE OF CLASS ACTION SETTLEMENT

1. Why is this Notice being provided?

This notice explains that a Settlement was reached in a class action lawsuit called *In re: Conduent Business Services Data Breach Litigation*, Case No. 2:25-cv-16953, United States District Court for the District of New Jersey, being handled by Judge Michael E. Farbiarz.

The individuals who filed this lawsuit are called the "Plaintiffs" or "Class Representatives" and the company they filed a lawsuit against, Conduent Business Services, LLC, Conduent State & Local Solutions, Inc., and Conduent Incorporated (together, "Conduent" or "Defendant"), is called "Defendant." Defendant denies it did anything wrong. The Court has not decided who is right or wrong. Instead, the Plaintiffs and Defendant have agreed to a settlement for the class action lawsuit.

2. What is the Settlement about?

An \$80 million class action settlement was reached in a class action lawsuit for a Data Incident involving Defendant.

On or about January 13, 2025, Conduent discovered a Data Incident involving the unauthorized access to its network by a third party that affected files that contain Settlement Class Members' Private Information. Private Information means personal identifying information and/or personal health information, including some combination of names, Social Security numbers, addresses, dates of birth, medical information, health insurance information, and financial account information.

3. Who is Conduent?

Conduent provides third-party print and mailroom services, document processing services, payment integrity services, government benefit services, and other back-office support services. For most of the Settlement Class, Conduent came into possession of Private Information due to services that it provides to Settlement Class Members' current or former health plan. For a few Settlement Class Members, Conduent

came into possession of Private Information due to services that it provides to those Settlement Class Members' current or former employer or to a government benefits program.

4. Why is this lawsuit a class action?

In a class action, one or more people called plaintiffs file a lawsuit for others who have the same legal claims. Together, these people are called a "class" or "class members." One court resolves the issues for all class members, except for those class members who opt-out of the class by the deadline.

Settlement Class

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

You are a member of the Settlement Class if you are an individual residing in the United States who is on the Class List and were provided actual or substitute notice by Conduent and/or Conduent's clients that your Private Information may have been affected by the Data Incident.

You are a **Subclass A Settlement Class Member** if your Private Information was impacted in the Data Incident, but your Private Information was maintained in a complex manner such that the data was not readily accessible by third parties other than Conduent.

You are a **Subclass B Settlement Class Member** if your Private Information was impacted in the Data Incident and your Private Information was stored in a manner making the data readily accessible.

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

Yes, the Settlement Class excludes: (1) Conduent, any entity in which Conduent has a controlling interest, and Conduent's officers, directors, legal representatives, successors, subsidiaries, and assigns; (2) any Settlement Class Member who properly and timely opts-out of the Settlement Class; (3) the Court, the Judge's immediate family, and Court staff; and (4) all individuals who have already released their claims against Conduent and Conduent's clients.

7. What if I am still not sure if I am a member of the Settlement Class?

If you are still not sure if you are a member of the Settlement Class, you may go to www.XXXXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX for more information.

Settlement Class Member Benefits

8. What does the Settlement provide?

Defendant has agreed to pay \$80 million into a Settlement Fund. This money will be used to provide Settlement Class Member Benefits to members of the Settlement Class. You must submit a Claim before the deadline and your Claim must be considered valid to receive a Cash Payment. You do not need to submit a Claim to receive Credit Monitoring or Medical Data Monitoring.

9. What can I get from the Settlement?

If you are a member of the Settlement Class, you may be eligible for the following Settlement Class Member Benefits:

Cash Payment for Documented Losses (reimbursement of up to \$3,500.00) – Additional Details:

- Reasonable documentation means documents that support the losses related to fraud and/or identity theft stemming from the Data Incident. “Self-prepared” documents such as personal certifications, declarations, or affidavits prepared by you, by themselves, do not constitute proper documentation, but can be included to provide clarification, context, or support for other submitted reasonable documentation.
- Documented expenses include unreimbursed losses relating to fraud and/or identity theft: if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident.
- You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including payment provided in connection with any credit monitoring and identity theft protection product.

Pro Rata Cash Payment - Additional Details:

- If you are a **Subclass B Settlement Class Member**, you may also submit a Claim for a Pro Rata Cash Payment, which is a cash payment from the Net Settlement Fund. The Net Settlement Fund is the fund of cash available for Subclass B Settlement Class Members to share following payment of Settlement Administration Costs, Cash Payments for Documented Losses, and any Court-awarded Attorneys’ Fees, Costs, and Service Awards.
- Subclass B Settlement Class Members do not need to submit documentation to Claim a Pro Rata Cash Payment.

Cash Payment for Documented Losses:

Subclass A and Subclass B Settlement Class Members are eligible to receive up to \$3,500 for reasonable documented losses related to fraud and/or identity theft stemming from the Data Incident. You must provide documentation of your losses with your Claim.

————— AND —————

Cash Payment for Pro Rata Cash:

Subclass B Settlement Class Members are eligible for a pro rata (a legal term meaning equal share) cash payment. You do *not* need to provide documentation of your losses with your Claim.

————— AND —————

California Statutory Cash Payment for California Residents:

Subclass B Settlement Class Members who were residents of California on October 21, 2024, are eligible to receive a 20% increase in the Pro Rata Cash payment.

Credit Monitoring:

Subclass A Settlement Class Members will automatically receive one year of free Credit Monitoring.

Medical Data Monitoring:

Subclass B Settlement Class Members will automatically receive one year of free Medical Data Monitoring.

The Credit Monitoring or Medical Data Monitoring activation code will be provided on your settlement notice and can be activated after final settlement approval.

Credit Monitoring – Additional Details:

- Without submitting a Claim, if you are a **Subclass A Settlement Class Member**, you will receive an activation code for one year of free Credit Monitoring services. Credit Monitoring activation codes are located on your Settlement Email Notice or may otherwise be obtained from the Settlement

Administrator. Please keep your Email Notice, as you will only be able to activate the free Credit Monitoring services after Final Approval of the Settlement and following the Effective Date of the Settlement.

- After the Effective Date of the Agreement, go to www.xxxxxxxx.com or call toll-free 1-xxx-xxx-xxxx for instructions on how to activate your Credit Monitoring code.

Medical Data Monitoring – Additional Details:

- Without submitting a Claim, if you are a **Subclass B Settlement Class Member**, you will receive an activation code for one year of free Medical Data Monitoring services. Medical Data Monitoring activation codes are located on your Settlement Email Notice or may otherwise be obtained from the Settlement Administrator. Please keep your Email Notice, as you will only be able to activate the free Medical Data Monitoring services after Final Approval of the Settlement and after the Effective Date of the Settlement.
- After the Effective Date of the Agreement, go to www.xxxxxxxx.com or call toll-free 1-xxx-xxx-xxxx for instructions on how to activate your Medical Data Monitoring code.

Enhancements: Defendant has implemented added security measures since the Data Incident and further committed to maintain additional measures and costs to enhance protection of your Private Information.

Submit a Claim

10. How do I submit a Claim?

You can submit a Claim online or by mail. A Claim Form is also available at www.XXXXXXXXXXX.com or by calling 1-XXX-XXX-XXXX or by writing to the address for mailing your Claim:

Option 1 – Submit Online



Complete and submit your Claim by **Month DD, 20YY**.
Scan the QR code or go to: www.XXXXXXX.com.



Option 2 – Submit by Mail



Complete and submit your Claim by mail, **postmarked** by **Month DD, 20YY**, and mailed to:

Conduent Settlement
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

11. What happens if my contact information changes?

If your mailing address or email address changes, please send your new contact information in writing to:

Conduent Settlement
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

12. When will I receive Settlement Class Member Benefits?

Settlement Class Member Benefits will be provided after the Settlement is approved by the Court. This may take time. You will only be able to activate the free Credit Monitoring or Medical Data Monitoring after Final Approval of the Settlement and after the Settlement's Effective Date. At that time, go to www.xxxxxxxx.com or call toll-free 1-xxx-xxx-xxxx for instructions on how to activate your Credit Monitoring or Medical Data Monitoring code. Please check www.XXXXXXXXXXXX.com for updates.

Release

13. What am I giving up to receive Settlement Class Member Benefits or stay in the Settlement Class?

If the Settlement is approved and becomes effective, all Court orders and any judgments will apply to you and legally bind you. This means you will not be able to continue or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. A release means you are giving up your right to be part of a different lawsuit against the Released Parties for the legal issues covered by the Settlement. The Released Parties include Conduent, Conduent's clients, and Conduent's clients' customers.

Section XIV of the Settlement Agreement describes the Releases in necessary legal terminology, so please read that information carefully. The Settlement Agreement is available at www.XXXXXXXXXXXX.com. If you have questions about the Releases and what the language in the Settlement Agreement means, you can contact Class Counsel listed below for free, or you can talk to your own lawyer at your own cost.

Opt-Out of the Settlement Class

14. What happens if I opt-out of the Settlement Class?

You may opt-out of the Settlement Class and the Court will exclude you. If you do not want to be included in the Settlement Class, you must opt-out.

If you opt-out:

- **You will not receive any benefits from the Settlement, including a Cash Payment.**
- You cannot object to the Settlement; and
- The Settlement and any judgments will *not* apply to you. You will keep your legal right to be part of another lawsuit about the legal claims against the Released Parties involved in the Settlement.

15. How do I opt-out of the Settlement Class?

To opt-out of the Settlement Class, you must mail a written request to the Settlement Administrator and include the following information:

- 1) The case name and number - *In re: Conduent Business Services Data Breach Litigation*, Case No. 2:25-cv-16953;
- 2) Your name, address, telephone number, and email address (if any);
- 3) Your personal signature; and
- 4) A statement that you want to opt-out of the Settlement Class, such as "I want to opt-out of the Settlement Class in *In re: Conduent Business Services Data Breach Litigation*, Case No. 2:25-cv-16953."

Your opt-out must be **postmarked** by **Month DD, 20YY**, and **mailed** to:

Conduent Settlement
Settlement Administrator
Opt-Out
PO Box XXXX
Portland, OR 972XX-XXXX

You may also submit your opt-out on the Settlement Website, so it is **received** by **Month DD, 20YY**, at www.XXXXX.com.

You cannot opt-out of the Settlement Class by telephone or by email.

“Mass” opt-outs are opt-outs submitted for multiple Settlement Class Members by a third party. Mass opt-outs will not be allowed, unless each opt-out is signed by the member of the Settlement Class.

16. If I opt-out of the Settlement Class, will I get anything from the Settlement?

No. If you opt-out of the Settlement Class, you will not receive anything from the Settlement. The Settlement will not apply to you, and you will not be bound by it or any judgments. **If you want to receive Settlement Class Member Benefits, do not opt-out of the Settlement Class.**

17. If I opt-out of the Settlement by mistake, can I still submit a Claim?

Yes. You may submit a Claim. Please contact the Settlement Administrator to confirm that you want to **withdraw your request to opt-out** and you want to submit a Claim. If you do not withdraw your request to opt-out, you will be excluded and will not receive any Settlement Class Member Benefits.

18. If I do not opt-out of the Settlement Class, can I file a lawsuit for the same thing later?

No. You will give up your right to be part of a lawsuit against Conduent and the Released Parties for the legal claims involved in this Settlement. You will be bound by the Settlement, orders, and judgments in the lawsuit.

Objecting to the Settlement

19. How do I tell the Court I do not like the Settlement?

As a member of the Settlement Class, you can file an objection to tell the Court you do not like any part of the Settlement. The Court can only approve or deny the current Settlement. If the Court does not approve the Settlement, no benefits will be provided.

To object, you must file a written objection with the Court. Your objection must state that you object to the Settlement in *In re: Conduent Business Services Data Breach Litigation*, Case No. 2:25-cv-16953 and must include all of the following information or your objection will be overruled by the Court without consideration:

- 1) The case name and number - *In re: Conduent Business Services Data Breach Litigation*, Case No. 2:25-cv-16953;
- 2) Your full name, mailing address, telephone number, and email address (if any);
- 3) The reasons for your objection, and any legal support for your objection from you or your lawyer;
- 4) If your objection applies to you only, part of the Settlement Class, or the entire Settlement Class;

- 5) The number of times you have filed an objection to a class action settlement within the last five (5) years, and the lawsuit name, case number, and court for each lawsuit. Also, provide a copy of all court decisions from a trial and/or appeals court for your prior objections;
- 6) The name of all lawyers hired to represent you for the objection (if any). This includes any former or current lawyers who may be paid for any reason regarding your objection. Also, include if the lawyers will appear at the Final Approval Hearing;
- 7) The number of times your lawyer or their law firm has objected to a class action settlement within the last five (5) years. List the lawsuit name, case number, and court for each lawsuit. Also, provide a copy of all court decisions for these objections from a trial and/or appeals court;
- 8) A statement confirming if you or your lawyer plan to personally appear and/or testify at the Final Approval Hearing;
- 9) A statement of whether you and/or your lawyer used any form of artificial intelligence in preparing the objection; and
- 10) Your signature as the objector (a lawyer's signature is not sufficient).

To object, you must file a written objection with the Court so it is **received** by **Month DD, 20YY** or mail your objection to the Court via US Mail or shipped by private courier (such as Fed Ex or UPS) to:

Court	Clerk of Court United States District Court for the District of New Jersey Martin Luther King Building & U.S. Courthouse 50 Walnut St., Room 4015 Newark, NJ 07101
--------------	---

Class Counsel and/or Defendant's Counsel may conduct limited discovery (a legal process lawyers use to gather information) for any objector or their lawyer.

Opt-Outs & Objections

20. What is the difference between opting-out of the Settlement Class or objecting to the Settlement?

Opting-out is telling the Court you do not want to be in the Settlement Class. If you opt-out of the Settlement Class, you cannot object or submit a Claim because you are no longer part of the Settlement Class, and the Settlement does not apply to you.

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class and you do not opt-out of the Settlement Class. If you object, you can submit a Claim because you are still part of the Settlement Class.

If you object and opt-out, you will be deemed to have opted-out of the Settlement, regardless of which one you submitted first.

Postmark Deadlines

21. What do I need to know about postmark deadlines?

Please note that per the United States Postal Service, mail may *not* be postmarked the day it is put in a mailbox or dropped off at a local post office. Postmarks occur when mail reaches a processing facility.

To meet a postmark deadline, it is recommended that you **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

Do Nothing

22. What happens if I do nothing?

If you do nothing, you will stay in the Settlement Class, and the Settlement will apply to you. You must submit a Claim to receive a Cash Payment. However, you will automatically receive your Credit Monitoring or Medical Data Monitoring activation code. If you do nothing, you will be legally bound by the Court's orders and judgments.

Class Counsel

23. As a member of the Settlement Class, do I have a lawyer in the lawsuit?

Yes. For a class action lawsuit, a judge selects lawyers called "Class Counsel" to handle the lawsuit for all class members. For this lawsuit, the Court selected James E. Cecchi of Carella Byrne Cecchi Brody & Agnello, P.C., Jeff Ostrow of Kopelowitz Ostrow P.A., Gary M. Klinger of Milberg PLLC, and Norman E. Siegel of Stueve Siegel Hanson LLP as Class Counsel.

You may hire your own lawyer at your own cost if you want a lawyer other than Class Counsel to represent you in this lawsuit.

24. How will Class Counsel be paid?

Class Counsel will ask the Court for attorneys' fees of up to 34% of the Settlement Fund, plus reimbursement of reasonable costs and Service Awards for the Class Representatives of \$1,500.00 each. If awarded by the Court, these requested amounts will be paid from the Settlement Fund. The Court may award less than these amounts.

Final Approval Hearing

25. When is the Final Approval Hearing?

When: Month DD, 20YY, at XX:XX [am/pm] [time zone]

Where: United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Room 4015, Newark, NJ 07101

The date and time of the hearing may change without further notice. You should check www.XXXXXXXXXXX.com to confirm the date and time of the hearing. The Court may decide to hold the hearing by video. The Final Approval Hearing date, time, and whether it will be held in person or virtually will be posted on the Settlement Website.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees, Costs and Service Awards, and any objections.

Settlement Class Member Benefits will be provided only if the Court approves the Settlement.

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

No. Class Counsel will answer any questions from the judge. You may attend the hearing at your own expense, but you do not have to attend. If you file an objection, you do not have to attend the hearing to speak about it. If your objection is filed by the deadline, the Court will consider it.

27. May I speak at the Final Approval Hearing?

You or your lawyer may ask to appear at the hearing, but it is not required. If you file an objection by the deadline, the Court may listen to your objection at the hearing.

Get More Information

28. How do I get more information?

Here are the ways to get more information.



Scan:



Visit:

www.XXXXXXXXXXXXXX.com



Call:

1-XXX-XXX-XXXX



Write:

Conduent Settlement
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

PLEASE DO NOT CALL THE COURT OR CLERK'S OFFICE ABOUT THIS NOTICE.

**EXHIBIT 4A
(CLAIM FORM
SUBCLASS A)**

**Must be postmarked or
submitted online
NO LATER THAN
[DATE]**

**Conduent Settlement – Subclass A Settlement Class
Members
SETTLEMENT ADMINISTRATOR
P.O. BOX XXXX
PORTLAND, OR XXXXX-XXXX
www.XXXXXXXXXX.com**

In re Conduent Business Services Data Breach Litigation Claim Form
Case No. 2:25-cv-16953

GENERAL INFORMATION

If your Private Information was affected by the Data Incident involving Conduent, and you are on the Class List, you may be entitled to Settlement Class Member Benefits from a Settlement.

Subclass A Settlement Class Members Claim Form

You are a **Subclass A Settlement Class Member** if your Private Information was maintained in a complex manner such that the data was not readily accessible by third parties.

If you have documented losses for fraud and/or identity theft, you may submit a Claim Form for a Cash Payment from the Settlement, outlined below, by visiting the Settlement Website at www.xxxxxxxx.com. Claims must be submitted online or postmarked by MONTH DD, 20YY. If you would prefer to submit by mail, please use the return address at the top of this form.

The easiest way to submit a Claim is online at www.XXXXXXXXXX.com, or you can print out, complete, and mail this entire Claim Form (with any required documentation) to the mailing address above. Claims must be submitted online or postmarked by [DATE]. If you would prefer to submit by mail, please use the address at the top of this form.

SUBCLASS A SETTLEMENT CLASS MEMBER BENEFITS – WHAT YOU MAY GET

If you are a Subclass A Settlement Class Member, you can submit a Claim Form for the following Cash Payment:

1. Cash Payment for Documented Losses:

You may submit a Claim for up to \$3,500.00 with reasonable documentation for losses related to fraud and/or identity theft stemming from the Data Incident. You must provide documentation of your losses when you submit your Claim. For more information regarding the Cash Payment for Documented Losses, please visit the Settlement Website at www.XXXXXX.com and review the Long Form Notice.

— AND —

Credit Monitoring (“Financial Shield Complete”):

Subclass A Settlement Class Members will automatically receive one year of free Credit Monitoring. For more information on the Credit Monitoring, visit www.cyex.com/financial-shield.

The Credit Monitoring activation code is provided in your Email Notice or may otherwise be obtained from the Settlement Administrator. The code will be activated after Final Approval of the Settlement and after the Settlement becomes effective as described further in the Settlement Agreement.

Please note: the Settlement Administrator may contact you to request additional documents to process your Claim. For more information and complete instructions, visit the Settlement Website at www.XXXXXXXXXX.com.

Please note that Settlement Class Member Benefits will be distributed after the Settlement is approved by the Court and becomes final and effective.

Cash Payment for Documented Losses

You may submit a Claim and provide reasonable documentation for losses related to fraud and/or identity theft stemming from the Data Incident for up to \$3,500.00 per Settlement Class Member.

Reasonable documentation means documents that support the losses related to fraud and/or identity theft stemming from the Data Incident. "Self-prepared" documents such as personal certifications, declarations, or affidavits prepared by you, by themselves, do not constitute proper documentation, but can be included to provide clarification, context, or support for other submitted reasonable documentation.

Documented expenses include unreimbursed losses relating to fraud and/or identity theft if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including payment provided in connection with any credit monitoring and identity theft protection product.

To look up more details about how the Cash Payments work, visit **www.XXXXXXXXXX.com** or call toll-free **1-XXX-XXX-XXXX**. By filling out the boxes below, you are certifying that the money you spent does not relate to other data incidents or breaches.

Expense Type and Examples of Documents	Amount and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it is related to the Data Incident)
Professional fees incurred that are related to identity theft and/or fraud stemming from the Data Incident, such as attorney fees, accountant fees, and fees for credit repair services. <i>Examples: Receipts, notices, or account statements reflecting payment for a professional fee.</i>	\$. Date: - - MM DD YYYY	
Other losses related to identity theft and/or fraud stemming from the Data Incident. <i>Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring costs, or costs associated with freezing or unfreezing credit.</i>	\$. Date: - - MM DD YYYY	
Other miscellaneous expenses such as notary, fax, postage, copying, mileage, and/or long-distance telephone charges related to identity theft and/or fraud stemming from the Data Incident. <i>Examples: Phone bills, receipts, detailed list of addresses you traveled (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled.</i>	\$. Date: - - MM DD YYYY	

Questions? Go to **www.XXXXXXXXXX.com** or call **1-XXX-XXX-XXXX**

Please select one of the electronic payment options below and provide the email address or telephone number associated with your digital payment account:

Digital Payment Account

Choose one :	☐ PayPal ☐ Venmo ☐ Zelle
<i>Provide the email OR phone number, NOT both, associated with your selected digital payment account.</i>	
Email Address:	
Telephone Number:	

I attest under penalty of perjury and under the laws of the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my Claim are true and correct to the best of my knowledge.

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

--

Signature

Date:

--	--

 -

--	--

 -

--	--	--	--

MM DD YYYY

--

Print Name

**EXHIBIT 4B
(CLAIM FORM
SUBCLASS B)**

**Must be postmarked or
submitted online
NO LATER THAN
[DATE]**

**Conduent Settlement - Subclass B Settlement Class
Members
SETTLEMENT ADMINISTRATOR
P.O. BOX XXXX
PORTLAND, OR XXXXX-XXXX
www.XXXXXXXXXX.com**

In re Conduent Business Services Data Breach Litigation Claim Form
Case No. 2:25-cv-16953

GENERAL INFORMATION

If your Private Information was affected by the Data Incident involving Conduent, and you are on the Class List, you may be entitled to Settlement Class Member Benefits from a Settlement.

Subclass B Settlement Class Members Claim Form

You are a **Subclass B Settlement Class Member** if your Private Information was stored in files wherein the data was readily accessible.

If you want to receive a Cash Payment from this Settlement, you may submit a Claim Form for Cash Payments, outlined below, by visiting the Settlement Website at www.XXXXXXXXXX.com. Claims must be submitted online or postmarked by MONTH DD, 20YY. If you would prefer to submit by mail, please use the return address at the top of this form.

The easiest way to submit a Claim is online at www.XXXXXXXXXX.com, or you can print out, complete, and mail this entire Claim Form (with any required documentation) to the mailing address above. Claims must be submitted online or postmarked by [DATE]. If you would prefer to submit by mail, please use the address at the top of this form.

SUBCLASS B SETTLEMENT CLASS MEMBER BENEFITS – WHAT YOU MAY GET

If you are a Subclass B Settlement Class Member, you can submit a Claim Form for the following Cash Payments:

1. Cash Payment for Documented Losses:

You may submit a Claim for up to \$3,500.00 with reasonable documentation for losses related to fraud and/or identity theft stemming from the Data Incident. You must provide documentation of your losses when you submit your Claim. For more information regarding the Cash Payment for Documented Losses, please visit the Settlement Website at www.XXXXXX.com and review the Long Form Notice.

AND

2. Cash Payment for Pro Rata Cash:

In addition to a Cash Payment for Documented Losses, you may also submit a Claim for a pro rata (a legal term meaning equal share) cash payment. You do *not* need to provide documentation of your losses with your Claim. For more information on the Pro Rata Cash Payment, please visit the Settlement website at www.XXXXXX.com and review the Long Form Notice.

AND

3. California Statutory Cash Payment for California Residents:

If you resided in California on October 21, 2024 (the day of the Data Incident) you are entitled to a 20% increase in your Pro Rata Cash Payment. If this applies to you, check the appropriate box on the Claim Form to select this benefit.

Medical Data Monitoring (“Medical Shield Complete”):

Subclass B Settlement Class Members will automatically receive one year of free Medical Data Monitoring. For more information on the Medical Data Monitoring visit www.cyex.com/medical-shield

The Medical Data Monitoring activation code is provided in your Email Notice or may otherwise be obtained from the Settlement Administrator. The code will be activated after Final Approval of the Settlement and after the Settlement becomes effective as described in the Settlement Agreement.

Please note: the Settlement Administrator may contact you to request additional documents to process your Claim.

For more information and complete instructions visit the Settlement Website at www.XXXXXXXXXX.com.

Please note that Settlement Class Member Benefits will be distributed after the Settlement is approved by the Court and becomes final and effective.

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

Page 2

Cash Payment for Documented Losses

You may submit a Claim and provide reasonable documentation for losses related to fraud and/or identity theft stemming from the Data Incident for up to \$3,500.00 per Settlement Class Member.

Reasonable documentation means documents that support the losses related to fraud and/or identity theft stemming from the Data Incident. "Self-prepared" documents such as personal certifications, declarations, or affidavits prepared by you, by themselves, do not constitute proper documentation, but can be included to provide clarification, context, or support for other submitted reasonable documentation.

Documented expenses include unreimbursed losses relating to fraud and/or identity theft if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including payment provided in connection with any credit monitoring and identity theft protection product.

If you are a Subclass B Settlement Class Member and you do not submit reasonable documentation supporting your loss, or if the Settlement Administrator determines your Claim is incomplete, and you do not fix your Claim, your Claim will be rejected and your Claim for Cash Payment for Documented Losses will be processed as if you selected Cash Payment for Pro Rata Cash.

To look up more details about how the Cash Payments work, visit **www.XXXXXXXXXX.com** or call toll-free **1-XXX-XXX-XXXX**. By filling out the boxes below, you are certifying that the money you spent does not relate to other data incidents or breaches.

Expense Type and Examples of Documents	Amount and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it is related to the Data Incident)
Professional fees incurred that are related to identity theft and/or fraud stemming from the Data Incident, such as attorney fees, accountant fees, and fees for credit repair services. <i>Examples: Receipts, notices, or account statements reflecting payment for a professional fee.</i>	\$. Date: - - MM DD YYYY	
Other losses related to identity theft and/or fraud stemming from the Data Incident. <i>Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring costs, or costs associated with freezing or unfreezing credit.</i>	\$. Date: - - MM DD YYYY	

Other miscellaneous expenses such as notary, fax, postage, copying, mileage, and/or long-distance telephone charges related to identity theft and/or fraud stemming from the Data Incident.

Examples: Phone bills, receipts, detailed list of addresses you traveled (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled.

\$ •

Date:

– –
MM DD YYYY

Cash Payment for Pro Rata Cash

You are eligible for a pro rata (a legal term meaning equal share) cash payment. You do *not* need to provide documentation of your losses with your Claim.

☐ **By checking this box, I affirm I am a Subclass B Settlement Class Member and I want to receive Cash Payment for Pro Rata Cash.**

California Statutory Payment

If you are a Subclass B Settlement Class Member **and** were a California resident on October 21, 2024, **and** you elected a Cash Payment for Pro Rata Cash, you may be eligible for a 20% increase of your Pro Rata Cash payment.

☐ **By checking this box, I affirm I was a resident of California on October 21, 2024, and want to receive the 20% increase to my Pro Rata Cash Payment.**

Please select one of the electronic payment options below and provide the email address or telephone number associated with your digital payment account.

Digital Payment Account

Choose **one**: ☐ PayPal ☐ Venmo ☐ Zelle

Provide the email OR phone number, NOT both, associated with your selected digital payment account.

Email Address:

Telephone Number:

I attest under penalty of perjury and under the laws of the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my Claim are true and correct to the best of my knowledge.

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

Signature

Date: | – –
MM DD YYYY

Print Name

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

EXHIBIT 5

(PRELIMINARY APPROVAL ORDER)

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE: CONDUENT BUSINESS
SERVICES DATA BREACH
LITIGATION

Case No. 2:25-cv-16953 (MEF) (ADS)

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AND RELEASE**

THIS MATTER is before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Incorporated Memorandum of Law [ECF No. __] for consideration of whether the Settlement¹ reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Form be approved. Having reviewed the proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Form approved. Accordingly, good cause appearing in the record, **IT IS HEREBY**

¹ All capitalized terms used herein shall have the same definitions as those in Section II of the Settlement Agreement, attached to the Motion for Preliminary Approval as *Exhibit A*.

ORDERED THAT:

Provisional Certification of the Settlement Class

1. The Court provisionally certifies the following Settlement Class for settlement purposes only, finding it is likely to certify it at the Final Approval stage:

All individuals residing in the United States who are on the Class List and were provided actual or substitute notice by Conduent and/or Conduent's clients that their Private Information may have been affected by the Data Incident.

Excluded from the Settlement Class are: (a) Conduent, any entity in which Conduent has a controlling interest, and Conduent's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any Settlement Class Member who properly and timely opt-out of the Settlement Class; (c) the Court, the Judge's immediate family, and Court staff; and (d) all individuals who on or before the filing of Plaintiffs' Motion for Preliminary Approval released their claims against the Released Parties.

2. The Court has subject matter jurisdiction. Specifically, the Court finds that the Parties are minimally diverse, there are more than 100 members of the Settlement Class, and the amount in controversy exceeds \$5,000,000 exclusive of interest and costs, as required by 28 U.S.C. § 1332. The Court also has personal jurisdiction over the Parties and the Settlement Class.

3. The Court determines that for settlement purposes only, the proposed Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a)

and (b)(3), namely that the class is so numerous that joinder of all members is impractical; there are common issues of law and fact; the claims of the proposed Class Representatives are typical of absent Settlement Class members; the Class Representatives will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; common issues predominate over any individual issues; and a class action is the superior means of adjudicating the controversy. Class Counsel is also adequate to represent the Settlement Class.

4. Plaintiffs, Richard Acosta, Ricardo Alamilla, Kevin Amende, Peggi Bordelon, Anita Burton, Rashell Chambers, Andrew Cook, Nathan Cornwell, Kerri Cromer, Russell Dejulio, Michelle Dupuis-Nilsen, Amanda Dunn, Jason Frost, Emily Gresh, Phillip Groll, Jr., Tina Gustin, Richard Helm Jr., James Hurd, Alexis Jackson, Teresa Jones, Suzan Kirkland, Lakrishna Long, Karina Lopez, Alvin Luckett, Brian Marshall, Kevin McShane, Anthony Meyer, Andrea Oliver-Alexander, Jared Poli, Marc Powell, Andrea Rodriguez, Paul Snow, Wesley Triphahn, Andrea Young, Rachel Zafra are designated and appointed as the Class Representatives.

5. James E. Cecchi of Carella, Byrne, Brody & Agnello, P.C., Jeff Ostrow of Kopelowitz Ostrow, Gary M. Klinger of Milberg PLLC, and Norman E. Siegel of

Stueve Siegel Hanson LLP are designated as Class Counsel pursuant to Fed. R. Civ. P. 23(g). The Court finds these attorneys are experienced and will adequately protect the interests of the Settlement Class.

Preliminary Approval of the Proposed Settlement

6. Upon preliminary review, pursuant to Fed. R. Civ. P. 23(e)(2), and the factors set forth in *Girsh v. Jepson*, 521 F.2d 153 (3d Cir. 1975), the Court finds the proposed Settlement is likely to be approved as fair, reasonable, and adequate at the Final Approval Hearing, otherwise meets the criteria for approval, and warrants issuance of Notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

Final Approval Hearing

7. A Final Approval Hearing shall take place either in person or by Zoom to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable, and adequate and, in accordance with the Settlement's terms, all claims in the Amended Consolidated Class Action Complaint [ECF 157] should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and final judgment should be entered; and (e) the Class Counsel's Application for Attorneys' Fees, Costs, and

Service Awards should be granted. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing. If the Court holds the Final Approval Hearing virtually by Zoom or some other application, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website. The hearing may be re-scheduled without further notice to the Settlement Class. Any changes to the date or time will be posted on the Settlement Website.

8. Class Counsel intends to seek an award of up to 34% of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, as well as Service Awards of up to \$1,500.00 per Class Representative to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

9. Class Counsel shall file the Motion for Attorneys' Fees, Costs, and Service Awards no later than 70 days after Notice Commencement and the Motion for Final Approval no later than 100 days after Notice Commencement. At the Final Approval Hearing, the Court will hear argument on Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

10. Any Settlement Class Member who has not timely and properly opted-out from the Settlement in the manner described below, may appear at the Final Approval Hearing in-person or by counsel and be heard, to the extent allowed by the

Court, regarding the proposed Settlement. However, no Settlement Class Member who has elected to opt-out from the Settlement shall be entitled to object or otherwise appear. Further, no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements set forth in this Preliminary Approval Order pertaining to objections, which are described below.

Settlement Administration

11. Epiq Class Action & Claims Solutions, Inc. is appointed as the Settlement Administrator, with responsibility for handling the Notice Program and overseeing the Claims Process. All Settlement Administration Costs incurred by the Settlement Administrator will be paid out of the Settlement Fund, as provided in the Settlement.

Notice to the Settlement Class

12. The Notices, attached as exhibits to the Settlement Agreement, satisfy the requirements of Federal Rule of Civil Procedure 23 and due process, and thus are approved. Non-material modifications to the Notices may be made by written agreement of the Parties without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks that the Settlement requires.

13. The Court finds that the form, content, and method of the Notices:

(a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements.

14. The Court finds that the use of unencrypted email to send the Email Notice and Reminder Email Notice, where email addresses are available, is reasonable and appropriate under the circumstances and constitutes the best notice practicable to reach the greatest number of Settlement Class Members and facilitate their receipt of the benefits of the Settlement. The Email Notice and Reminder Email Notice will disclose only limited information, namely the recipient's email address and the fact that the recipient may be a Settlement Class Member. The Court therefore finds that encryption of such emails is not reasonable and appropriate.

Opting-Out of the Settlement Class

15. Any Settlement Class Member who wishes to opt-out of the Settlement must submit a written notification of such intent either electronically through the Settlement Website or by United States mail to the designated address established by the Settlement Administrator, postmarked no later than the Opt-Out Deadline,

which is 90 days following Notice Commencement. Settlement Class Members cannot opt-out by telephone or email. The opt-out request must: (a) be personally signed by the Settlement Class Member; (b) include the case name and case number; (c) identify the Settlement Class Member's name, address, telephone number, and email address (if any); and (d) include a statement indicating the Settlement Class Member's intent to be excluded from the Settlement Class.

16. "Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members, where an opt-out has not been signed by each and every individual Settlement Class Member, will not be allowed.

17. All Settlement Class Members who submit timely and proper requests to opt-out of the Settlement shall not: (a) be bound by the Release in the Settlement, any orders or judgments entered in connection with the Settlement; (b) be entitled to any relief under, or be affected by, the Settlement; (c) gain any rights by virtue of the Settlement; or (d) be entitled to object to any aspect of the Settlement.

Objecting to the Settlement

18. A Settlement Class Member who strictly complies with the objection requirements in this Preliminary Approval Order, the Agreement, and the Long Form Notice may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards. Failure to strictly comply with the requirements will

result in an objection being overruled on procedural grounds without regard to consideration of the merits of the objection.

19. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Court before the Objection Deadline, which shall be 90 days following Notice Commencement. Objections must be sent to the Clerk of Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must contain each of the items below:

- a. the case name and case number;
- b. the objector's full name, mailing address, telephone number, and email address (if any);
- c. a statement of whether the objection applies only to the objector, to a subset of the Settlement Class, or the entire Settlement Class;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- e. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection,

and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

g. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

h. a statement confirming whether the objector and/or objector's counsel intends to personally appear and/or testify at the Final Approval Hearing;

i. a statement of whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparing the objection; and

j. the objector's signature (an attorney's signature is not sufficient).

20. Class Counsel and/or Defendant's Counsel may conduct discovery on

any objector or objector's counsel, including taking depositions and propounding written discovery.

21. If a Settlement Class Member opts-out of and objects to the Settlement, regardless of which was submitted first, the opt-out request will supersede the objection, and the Settlement Class Member will be excluded from the Settlement Class and the objection will not be considered by the Court.

Claims Process and Distribution Plan

22. The Settlement establishes a Claims Process for assessing and determining the validity and value of Claims and a methodology for paying Cash Payments to Settlement Class Members that submit Valid Claims. The Court approves the Claims Process and the Claim Form. The Claim Form is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. Non-material modifications to the Claim Form may be made by written agreement of the Parties without further order of the Court.

23. Settlement Class Members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement, including the requirements and procedures in the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for a Cash Payment, but who fail to submit a Claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form requirements, shall

be forever barred from receiving a Cash Payment. Those Settlement Class Members will still receive Monitoring. Such Settlement Class Members will in all other respects be subject to and bound by the provisions of the Settlement, including the Releases, the Final Approval Order and Judgment.

Termination of the Settlement and Use of this Order

24. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

25. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Conduent, Conduent's clients, or any other Released Party of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or

against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, or unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims it may have in this Action or in any other lawsuit.

Stay of Proceedings

26. Except as necessary to effectuate this Preliminary Approval Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending Final Approval and issuance of the Final Approval Order and judgment, or until further order of this Court.

27. Upon entry of this Preliminary Approval Order, with the exception of Class Counsel's, Defendant's Counsel's, Defendant's, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Conduent, Conduent's clients, and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

Jurisdiction Pending Settlement Approval

28. For the benefit of the Settlement Class and to protect this Court's

jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

Summary of Deadlines

29. The Settlement, as preliminarily approved shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets the following schedule of events:

EVENT	DATE
Deadline for Defendant to give Class List to Settlement Administrator	20 days following Preliminary Approval
Notice Commencement	40 days following Preliminary Approval
Deadline to complete Notice Program	70 days following Notice Commencement
Deadline for filing Motion for Attorneys' Fees, Costs, and Service Awards	70 days following Notice Commencement
Claim Form Deadline	75 days following Notice Commencement
Opt-Out Deadline	90 days following Notice Commencement
Objection Deadline	90 days following Notice Commencement
Deadline for filing Motion for Final Approval	100 days following Notice Commencement
Final Approval Hearing	_____, 2027, at __:__ a.m./p.m. (to be scheduled at least 150 days following Preliminary Approval).

DONE AND ORDERED in Chambers in Newark, New Jersey, this ____ day of _____, 2026.

HONORABLE MICHAEL E. FARBIARZ
UNITED STATES DISTRICT JUDGE

EXHIBIT 6 (FINAL APPROVAL ORDER)

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE: CONDUENT BUSINESS
SERVICES DATA BREACH
LITIGATION

Case No. 2:25-cv-16953 (MEF) (ADS)

**[PROPOSED] FINAL APPROVAL ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards. [ECF No. ____];

WHEREAS, on _____, 2026, the Court entered its order granting Preliminary Approval of the Settlement, which: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3) and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed James E. Cecchi, Jeff Ostrow, Gary M. Klinger, and Norman E. Siegel as Class Counsel; (5) appointed Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; (6) approved the Notice Program and form and content of the Notices; (7) approved the Claims Process and form and content of the Claim Form; and (8) set the Final Approval Hearing date. [ECF No. ____];

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order;

WHEREAS, a notice of settlement was timely served upon the appropriate federal and state officials as provided for under 28 U.S.C. § 1715;

WHEREAS, on _____, 2027, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Motion for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, all of the other files, records, and proceedings in the Action, and being otherwise fully advised;

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

2. This Final Approval Order incorporates herein the definitions from Section II of the Settlement Agreement, attached as Exhibit A to the Motion for Final Approval.

3. The Notice provided to the Settlement Class was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice

and Notice Program fully satisfied the requirements of due process of the United States Constitution, Federal Rule of Civil Procedure 23, and all other applicable law and rules.

4. The Settlement Administrator served notice of the proposed Settlement upon the appropriate federal and state officials in compliance with the Class Action Fairness Act, 28 U.S.C. § 1715(b), and more than 90 days have elapsed since such service, as required by 28 U.S.C. § 1715(d). No federal or state official has objected to the Settlement.

5. The Claim Process was also fair, and the Claim Form was understandable such that Settlement Class Members could easily submit Claims.

6. The Settlement is in all respects fair, reasonable, and adequate, after considering all the factors in *Girsh v. Jepson*, 521 F.2d 153 (3d Cir. 1975), *In re Baby Prods. Antitrust Litig.*, 708 F.3d 163 (3d Cir. 2013), and *In re Prudential Ins. Co. of Am. Sales Practices Litig.*, 148 F.3d 283 (3d Cir. 1998), and Federal Rule of Civil Procedure 23(e)(2) factors.

7. The Settlement was made based on a record that is sufficiently developed and complete to have enabled the Parties to adequately evaluate and consider their positions.

8. In finding the Settlement fair, reasonable, and adequate, the Court has also considered the opinion of competent counsel, as well as the indication of an

overwhelming positive reaction from the Settlement Class given that there were no objections to the Settlement and that only _____ Settlement Class members opted-out of the Settlement.

9. A list of the individuals who have opted-out of the Settlement is attached as *Exhibit A*. Those individuals will not be bound by the Agreement and Release contained therein.

10. Based on the information presented to the Court, the Claim Process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members received a code for Monitoring and those who submitted Valid Claims shall receive Cash Payments pursuant to the Settlement's terms. Settlement Class Members who did not submit a Claim for a Cash Payment, or for whom the Claim for a Cash Payment is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

11. The allocation and distribution plan for the Settlement Class Member Benefits is fair, reasonable, and adequate.

12. Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of the Settlement Class.

13. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs

implementation of all terms and provisions of the Settlement.

14. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Final Approval Order.

15. The appointment of Plaintiffs as Class Representatives is affirmed.

16. The appointment of Class Counsel is affirmed.

17. The appointment of the Settlement Administrator is affirmed.

18. The Court affirms its findings that the Settlement Class meets the relevant requirements of Federal Rule of Civil Procedure 23(a) and (b)(3) for only the purposes of the Settlement in that: (a) the number of Settlement Class members is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class; (d) the Class Representatives are adequate representatives for the Settlement Class, and have retained experienced counsel to represent the Settlement Class; (e) the questions of law and fact common to the Settlement Class predominate over any questions affecting any individual Settlement Class member; and (f) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. Further, the Court concludes the Settlement Class is ascertainable, based on their objective criteria.

19. Therefore, the Court finally certifies the following Settlement Class: All individuals residing in the United States who are on the Class List and were

provided actual or substitute notice by Conduent and/or Conduent's clients that their Private Information may have been affected by the Data Incident. Excluded from the Settlement Class are (a) Conduent, any entity in which Conduent has a controlling interest, and Conduent's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any Settlement Class Member who properly and timely opt-out of the Settlement Class; (c) the Court, the Judge's immediate family, and Court staff; and (d) all individuals who on or before the filing of Plaintiffs' Motion for Preliminary Approval released their claims against the Released Parties.

20. Judgment shall be, and hereby is, entered dismissing the Action with prejudice.

21. As of the Effective Date, and in exchange for the relief described in the Settlement, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims.

22. In consideration for this Agreement and the consideration set forth herein, the Releasing Parties hereby release the Released Parties from the Released Claims.

23. If there are funds remaining in the Settlement Fund 180 days following the date Settlement Class Members are sent their Cash Payments, any remaining

funds shall be distributed to _____, which the Court approves as the *cy pres* recipient.

24. Pursuant to Federal Rule of Civil Procedure 23(h) and following analysis of the “Gunter/Prudential” factors set forth in *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190 (3d Cir. 2000), and *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283 (3d Cir. 1998)¹, Class Counsel is awarded \$_____ for attorneys’ fees and \$_____ for costs. The Court evaluated Class Counsel’s attorneys’ fees request applying the percentage of the common fund method and concludes that the amount is within the range of reason. In concluding the amount is reasonable, the Court conducted a lodestar crosscheck of the time and labor expended by Class Counsel in prosecuting the Action. These payments shall be made out of the Settlement Fund in accordance with the Agreement.

¹ The factors include: (1) the size of the fund created and the number of persons benefitted; (2) the presence or absence of substantial objections by members of the class to the settlement terms and/or fees requested by counsel; (3) the skill and efficiency of the attorneys involved; (4) the complexity and duration of the litigation; (5) the risk of nonpayment; (6) the amount of time devoted to the case by plaintiff’s counsel; (7) the awards in similar cases; (8) the value of benefits attributable to the efforts of Plaintiffs’ Counsel relative to the efforts of other groups, such as government agencies conducting investigations; (9) the percentage fee that would have been negotiated had the case been subject to a private contingent fee arrangement at the time counsel was retained; and (10) any innovative terms of settlement.

25. The Class Representatives are each awarded \$_____ for Service Awards. The Service Awards shall be payable out of the Settlement Fund in accordance with the Agreement.

26. Plaintiffs and all Settlement Class members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing, prosecuting (either directly, representatively, or in any other capacity), or continuing to prosecute any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal. The Settlement Agreement and this Final Approval Order may be pleaded by Conduent or any other Released Party as a full and complete defense to any such proceeding.

27. Neither this Final Approval Order, the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim asserted in the Action or of any fault, wrongdoing, or liability of Conduent, any of Conduent's clients, or any other Released Party.

28. The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions to the Settlement Class Members; (b) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (c) all Parties,

for the purpose of enforcing and administering the Settlement.

29. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, nunc pro tunc.

30. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Federal Rule of Civil Procedure 58.

DONE AND ORDERED in Chambers in Newark, New Jersey, this ____ day of _____, 2027.

HONORABLE MICHAEL E. FARBIARZ
UNITED STATES DISTRICT JUDGE

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE CONDUENT BUSINESS
SERVICES DATA BREACH
LITIGATION

Civil Action No. 2:25-cv-16953
(MEF) (ADS)

**JOINT DECLARATION OF CLASS COUNSEL IN
SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

We, James E. Cecchi, Jeff Ostrow, Norman E. Siegel, and Gary M. Klinger, Class Counsel¹ in the above-captioned Action hereby declare as follows:

1. We submit this joint declaration pursuant to Rule 23(e), in support of Plaintiffs' Motion for Preliminary Approval. As is explained in detail below, it is Class Counsel's considered judgment that the Court should grant Preliminary Approval and direct Notice to the Settlement Class as the proposed Settlement is fair, reasonable and adequate, and the Court will ultimately be able to certify the proposal for Final Approval.

2. Class Counsel making this declaration are nationally recognized class action lawyers who practice in a variety of disciplines including data privacy. The law firm resumes of Carrella, Byrne, Cecchi, Brody & Agnello P.C., Kopelowitz

¹ All capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement, attached to the Motion for Preliminary Approval as *Exhibit A*.

Ostrow P.A., Milberg PLLC, and Stueve Siegel Hanson LLP were submitted to the Court when Class Counsel were appointed to their interim leadership positions. ECF Nos. 29-1–29-4. Class Counsel have collectively prosecuted and settled hundreds of data breach and privacy cases including some of the largest and most complex since the first data breach cases were filed and litigated over 10 years ago. Class Counsel are, as such, eminently qualified to opine on the appropriateness of the Settlement. The proposed Settlement is fair reasonable, and adequate particularly considering: (1) Conduent’s business and financial condition and inability to pay more; and (2) the substantive difficulties and inherent risks of prosecuting the Action against Conduent and Conduent Defendant Clients.

I. INTRODUCTION

3. The Settlement includes both monetary and non-monetary relief. The monetary relief consists of Conduent’s agreement to pay \$80,000,000.00 in cash into a non-reversionary Settlement Fund. The non-monetary relief includes ongoing security enhancements and commitments related to HIPAA Security Rule (45 C.F.R. Part 160 and Subparts A and C of Part 164). In exchange, Settlement Class Members will give Conduent, Conduent’s clients, and other individuals and entities as detailed in the Release section of the Settlement Agreement a narrowly tailored release of claims resulting from, arising out of, based upon, or related to the Data Incident and notifications related to the Data Incident.

4. The Settlement Class consists of approximately 62 million individuals residing in the United States who are on the Class List and were provided actual or substitute notice by Conduent and/or Conduent's clients that their Private Information may have been affected by the Data Incident. The Settlement Class is separated into two subclasses: (a) Subclass A containing approximately 40 million individuals whose Private Information was exfiltrated during the Data Incident, but the information was stored in complex backup files such that the data was not readily accessible by third parties; and (b) Subclass B containing of approximately 22 million Settlement Class Members whose Private Information was exfiltrated during the Data Incident and whose information was stored in files wherein the data was more readily accessible to third parties.

5. The Settlement Class Member Benefits include both Monitoring and Cash Payments. All Settlement Class Members will automatically, without having to file a Claim, receive either one year of Credit Monitoring or one year of Medical Data Monitoring. Monitoring will be provided by CyEx, Inc., a well-established credit and medical data monitoring provider. Specifically, Subclass A Settlement Class Members will receive Credit Monitoring (CyEx Financial Shield Complete), and Subclass B Settlement Class Members will receive Medical Data Monitoring (CyEx Medical Shield Complete). The Monitoring includes a number of beneficial features, including dark web monitoring and \$1,000,000.00 in identity-theft

insurance with no deductible.

6. All Settlement Class Members may elect to receive a Cash Payment for Documented Losses which includes a cash reimbursement of up to \$3,500.00 for all Settlement Class Members who have documented, unreimbursed out-of-pocket losses related to fraud and/or identity theft stemming from the Data Incident. Additionally, Subclass B Settlement Class Members may elect to receive a Pro Rata Cash Payment, which is a pro rata cash payment out of the Net Settlement Fund. Those Subclass B Settlement Class Members who resided in California on October 21, 2024, will be entitled to an upward adjustment called the California Statutory Payment of 20% in the amount of the Pro Rata Cash Payment.

7. The Settlement Agreement also codifies Conduent's commitment to ongoing security enhancements. Defendant has provided a confidential declaration to Class Counsel detailing those actions.

8. All of the Parties' agreements are in the Settlement Agreement.

9. The Settlement was reached following significant effort, including thorough investigation, extensive informal discovery, consultation with multiple experts, confirmatory discovery into Conduent's financial condition, and a full-day, arm's-length mediation before an experienced class action mediator.

II. BACKGROUND OF THE ACTION

A. Summary of the Class Claims

10. Conduent is a technology-enabled business process services and outsourcing company that manages high-volume, digital processing operations for businesses and governmental agencies.

11. This Action arises from a cyberattack on Conduent's network, which began on or about October 21, 2024, and continued until approximately January 13, 2025. During that time, an unauthorized third party accessed Conduent's systems and exfiltrated data files containing Private Information entrusted to Conduent by Conduent's clients.

12. This type of data security case is often referred to as a hub-and-spoke data breach in the sense that Conduent (the hub) suffered the Data Incident while in possession of Private Information provided to Conduent by Conduent's clients (the spokes). A hub-and-spoke case presents challenges different from, and more complex than, a straightforward case against a single defendant which was impacted by a security incident.

13. Plaintiffs allege the threat actor, known as SafePay, exfiltrated approximately 8.5 terabytes of data from Conduent's network, including the Private Information of approximately 62 million individuals. Plaintiffs further allege Conduent failed to implement reasonable cybersecurity measures to protect that

Private Information and failed to provide timely notice of the Data Incident. They also allege the Conduent Defendant Clients (Conduent clients whose insureds' data was entrusted to Conduent) failed in their oversight and contractual obligations to ensure that their business associate (Conduent) safeguarded that information consistent with state and federal law. *See generally* ECF No. 157.

14. The operative Amended Consolidated Class Action Complaint (ECF No. 157) includes 16 causes of action against Conduent and the Conduent Defendant Clients: negligence against Conduent and Conduent Defendant Clients (Counts I-II); negligence *per se* against Conduent and Conduent Defendant Clients (Counts III-IV); breach of implied contract against Conduent Defendant Clients (Count V); breach of third-party-beneficiary contract against Conduent (Count VI); unjust enrichment against Conduent and Conduent Defendant Clients (Counts VII-VIII); declaratory and injunctive relief against Conduent and Conduent Defendant Clients (Count IX); violation of the California Consumer Privacy Act, California Confidentiality of Medical Information Act, and California Customer Records Act by Conduent, Elevance Health, Inc., and Health Care Services Corporation ("HCSC") (Counts X-XIII); violation of the Illinois Consumer Fraud and Deceptive Business Practices Act by Conduent and HCSC (Count XIV); violation of the Massachusetts Consumer Protection Act, Chapter 93A, by Conduent (Count XV); and violation of the New Jersey Consumer Fraud Act by Conduent and HCSC

(Count XVI). Plaintiffs seek, among other relief, monetary damages, nominal damages, statutory damages, restitution, and injunctive relief.

B. Commencement of the Action, Investigation into the Class Claims, Appointment of Plaintiffs' Interim Class Counsel, and Filing of Consolidated Complaints

15. On October 27, 2025, a class action captioned *Erin Adams-Griffin v. Conduent Business Services, LLC*, No. 2:25-cv-16953, was filed in this District. Plaintiff Adams-Griffin asserted claims against Conduent, individually and on behalf of a nationwide class, each arising from the Data Incident arising from the Data Incident. *See generally* ECF No. 1.

16. Related actions were filed in rapid succession over the next month. *See* ECF No. 11 at n.1. Those related actions also alleged Data Incident impacted Private Information associated with Conduent's clients, including Health Care Service Corporation and American International Group, Inc., both of which were named as co-defendants in some of the related actions. *Id.* at 1.

17. To avoid extended motion practice under either 28 U.S.C. § 1404 or 28 U.S.C. § 1407, and the inevitable impact on the timely prosecution of the action, Class Counsel cooperatively worked with lawyers around the country who had filed cases against Conduent to reach a consensus on prosecuting the Action in this District. This required dismissals of several actions and transferring others to this District.

18. On November 3, 2025, an Amended Complaint was filed in this Action, which added additional named plaintiffs, added Health Care Service Corporation and American International Group, Inc. as defendants and asserted claims against them, and included additional details relating to the Data Incident, including those relating to the involvement of the threat actor SafePay. ECF No. 6.

19. On November 17, 2025, James Cecchi, on behalf of plaintiffs in the majority of the pending actions, asked the Court to consolidate all pending related cases with the Action and proposed an initial consolidation schedule.

20. The Court ultimately consolidated all related actions on November 24, 2025, and created the master docket for this Action, *In Re Conduent Business Services Data Breach Litigation*, No. 2:25-cv-16953-MEF-MAH. ECF No. 19.

21. Over the course of the next four weeks, James E. Cecchi and Jeff Ostrow worked diligently with all plaintiffs' counsel to come to an agreement on an appropriate and efficient leadership structure under Rule 23(g). The purpose of these negotiations was to first serve the interests of the putative class, and second to avoid the time, expense, and judicial burden attendant to protracted plaintiffs' side leadership fights. Avoiding unnecessary motion practice and the corresponding delay related to multiple parties seeking leadership appointments, they were able to achieve almost universal agreement to a consensus proposal. That proposal involved including an additional two firms who had subsequently asked to be added to

plaintiffs' leadership team.

22. The Court approved the appointment of Interim Co-Lead Counsel, Settlement Counsel, and Plaintiffs' Steering Committee on December 19, 2025. ECF No. 91. In doing so, the Court appointed attorneys and law firms with extensive experience prosecuting class actions in general, and data security cases in particular.

23. Between those appoints and the filing of the Consolidated Class Action Complaint on March 18, 2026 (ECF No. 136), Class Counsel undertook substantial, coordinated, and complex efforts to investigate and develop a unified litigation strategy for what ultimately became a 264-page Consolidated Class Action Complaint. This work included reviewing and analyzing all filed complaints and prospective actions; identifying, vetting, and communicating with hundreds of prospective named plaintiffs nationwide; consulting with liability and damage experts; evaluating standing, injury, typicality, and adequacy considerations; determining the appropriate litigation structure, including the hub-and-spoke nature of the data-sharing relationships among Conduent and its consumer facing insurer clients; investigating the relationship between Conduent and each Conduent Defendant Client; coordinating numerous plaintiffs' firms efforts to represent the putative classes; collecting and reviewing data-breach notices, regulatory filings, public reports, insurer disclosures, corporate statements, SEC filings, and cybersecurity publications; researching the SafePay ransomware attack, the scope of

the Data Incident, the categories of information compromised, and the evolving victim counts; analyzing potential state and federal causes of action; identifying applicable state-law subclasses and representative plaintiffs; drafting, revising, and harmonizing allegations originating from numerous constituent complaints; and developing a cohesive pleading strategy designed to maximize recovery. All of that work culminated in the Consolidated Class Action Complaint that required multiple rounds of drafting and revision.

24. Between the filing of the Consolidated Class Action Complaint on March 18, 2026, (ECF No. 136) and the filing of the Amended Consolidated Class Action Complaint on June 12, 2026 (ECF No. 157), Class Counsel continued to investigate the facts and legal issues, and ultimately amended the operative pleading to remove California Physicians' Service d/b/a Blue Shield of California as a defendant and replace American International Group, Inc. with American International Group Procurement Services, Inc. as the named defendant. Amendments were also made to conform the allegations, claims, subclass allegations, plaintiff assignments, and defined terms throughout the complaint to reflect those party changes.

C. Plaintiffs' Discovery Efforts and Expert Work

25. Shortly after the Action began, Class Counsel actively prepared for discovery and commenced work with their focus on class certification and an

eventual trial. For example, Class Counsel prepared 90 Requests for Production and 25 Interrogatories to Defendant Conduent, as well as 55 Requests for Production and 25 Interrogatories to each Conduent Defendant Client. Public records requests were made to government agencies about the Data Incident, leading to conferences with them regarding their responses, and reviewing public records they produced. Class Counsel also prepared and proposed a Confidentiality Order and an ESI Protocol, which was circulated to Defendants for review on May 20, 2026.

26. At the same time, Class Counsel engaged and worked continuously with their liability and damages experts. These experts included a former federal law enforcement officer experienced in cybercrime that assisted Class Counsel in understanding the nature and scope of the Data Incident, as well as SafePay's background and history of cybercrime. Liability experts were engaged to begin evaluating Defendants acts and omissions that lead to the Data Incident. Class Counsel also engaged the necessary damages experts, including an analysis that would support a calculation of damages based on the value of the compromised Private Information, and a separate damages analysis of damages based on future and continued monitoring costs.

27. To efficiently chart the course for discovery and coalesce around a strategy to pursue the litigation, Class Counsel, the Steering Committee, and other plaintiffs' counsel met weekly by Zoom. They met in person on three occasions in

New York and New Jersey to coordinate various litigation activities and had several discussions with Conduent's counsel to discuss the litigation and prospect of resolution. Plaintiffs' experts joined meetings as needed, and Class Counsel was prepared to fully litigate the Action at the time of Settlement.

D. The Parties' Extensive Pre-Mediation Efforts

28. Before the filing of the Consolidated Class Action Complaint, Class Counsel actively worked with Conduent and the Conduent Defendant Clients to address procedural and merits issues relating to Plaintiffs' claims. For example, Class Counsel consulted with several of the Conduent Defendant Clients regarding their relationships with Conduent, and whether they had indemnification agreements that would weigh on the potential resolution of the Action.

29. Similarly, Class Counsel engaged in over a dozen calls with Conduent's counsel to understand Conduent's perspective on the litigation, Conduent's relationship with the Conduent Defendant Clients, Conduent's available insurance, and Conduent's present and prospective financial conditions. Class counsel evaluated the prospect of the indemnification claims from the Conduent Defendant Clients against Conduent as well as Conduent's financial statements in publicly reported SEC filings as significant factors weighing on any efforts to resolve the litigation.

30. Given Conduent's publicly stated financial condition, Class Counsel

pursued a comprehensive examination of Conduent's ability to pay a judgment in this case. First, Class Counsel undertook an extensive analysis of Conduent's securities filings to understand its cash position, its role and position in the market for its services, and prospects for the future. Second, Class Counsel engaged a business valuation expert who examined Conduent's public filings and conducted a more complex investigation of Conduent's access to capital, how Conduent was leveraged, and the risk of any Chapter 7 or 11 proceedings in the event of a significant judgment.

31. During this period, Class Counsel continued to research and prepare to respond to Conduent's and the Conduent Defendant Clients' anticipated motions to dismiss. As Defendants' deadline to move to dismiss approached, the Parties agreed to mediate. Importantly, the parties agreed to postpone the operative motion deadlines primarily to preserve funds available under Conduent's insurance policies.

32. As a result of these discussions, a mediation was scheduled on August 13, 2026, in Philadelphia, before experienced data breach class action mediator United States Magistrate Judge, Hon. Diane Welsh. While the mediation formally involved only Conduent and Plaintiffs, the mediation was intended to explore a comprehensive resolution of the entire case, including the potential resolution of all claims against all Defendants, including the Conduent Defendant Clients.

33. The mediation was conditioned on Conduent providing key information

that would allow Class Counsel to make an informed analysis of any proposed settlement. Specifically, Plaintiffs requested detailed information from Conduent including: (a) its insurance tower; (b) its internal investigation into the root cause of the Data Incident; (c) a granular breakdown of the type of data exfiltrated; (d) the domicile and size of the putative class; (e) Conduent's financial condition and ability to pay; and (f) the Conduent's clients interaction and oversight of Conduent's data security practices.

34. Prior to the mediation Conduent responded to these requests as well as numerous others, which allowed Class Counsel to meaningfully approach the mediation with sufficient information to value the claims asserted and the risks of continuing litigation against Conduent and the Conduent Defendant Clients.

35. To assist with analyzing the discovery received from Conduent, and in preparation for mediation, Plaintiffs re-engaged with their expert consultants to examine Conduent's financial disclosures and determine the extent to which Conduent had failed to comply with existing regulatory schemes and the impact of those acts and omissions on the breach itself. Class Counsel also consulted with its business valuation expert and developed a detailed understanding of Conduent's ongoing operations and, specifically, its ability to withstand a significant judgment in this action. This work directly informed and guided Class Counsel's mediation efforts.

36. At the same time, Conduent requested information from the representative Plaintiffs to inform its mediation efforts. Specifically, Conduent served 13 specific requests on Plaintiffs, and Plaintiffs provided written responses and produced documents on August 5, 2026. Plaintiffs' written responses totaled 74 pages, and Plaintiffs' document production totaled 269 pages.

37. To provide comprehensive written responses and produce documents for the Plaintiffs, Class Counsel had to coordinate with relationship counsel representing individual Plaintiffs, develop a uniform strategy for drafting responses and collecting documents, gather and review information from numerous Plaintiffs, prepare each set of written responses and documents for production, and revise and finalize all responses and productions to ensure consistency, accuracy, and conformity.

38. While engaging in this pre-mediation discovery, Class Counsel also devoted substantial time to preparing a detailed mediation brief designed to present Plaintiffs' claims in the best possible light and maximize recovery for the putative class. Preparing the brief required extensive legal research concerning Conduent's and the Conduent Defendant Clients' anticipated motions to dismiss and other defenses; factual investigation into the circumstances of the Data Incident, Conduent's and the Conduent Defendant Clients' cybersecurity practices, and Conduent's and the Conduent Defendant Clients' delayed notification efforts;

review of comparable data-breach settlements, class-certification decisions, and dispositive rulings; analysis of liability, class-certification, and damages issues. Class Counsel also worked closely with their retained expert consultants to respond to issues concerning liability, damages, and the risk of continuing harm to individuals impacted by the Data Incident.

39. In advance of mediation, Plaintiffs served their 22-page mediation brief with 306 pages of exhibits on Conduent. Likewise, Conduent served its 21-page mediation brief with 25 pages of exhibits. Class Counsel closely analyzed Conduent's mediation brief, along with Conduent's pre-mediation discovery responses, in advance of the mediation.

III. MEDIATION, SETTLEMENT NEGOTIATIONS, AND TERMS OF THE SETTLEMENT

40. The Parties participated in an all-day mediation on August 13, 2026 with Judge Welsh. The proposed Settlement was reached only after extensive, arms' length negotiations, detailed analysis and understanding of the underlying claims and defenses at issue. These negotiations were difficult, adversarial, and vigorously executed by both sides. For its part, Conduent is represented by highly sophisticated counsel with extensive experience in data breach litigation. There is no evidence that any collusion or illegality existed during settlement negotiations.

41. The mediation did not occur in a factual vacuum. To the contrary, given the parties' extensive pre-mediation work and experience, all parties were fully

equipped to assess the strengths and weaknesses of their respective positions and meaningfully engage in settlement negotiations. Class Counsel analyzed the information produced by Conduent, evaluated Plaintiff-specific information and documents produced in response to Conduent's requests, assessed litigation and class-certification risks, had a detailed understanding of Conduent's financial condition, and ultimately used that information to formulate Plaintiffs' settlement positions and mediation strategy.

42. Importantly, the mediation was not simply an exercise in exchanging numbers or proposals. Rather, each side made extensive presentations to each other, including client representatives, and, most importantly, Conduent provided additional information regarding the Data Incident, including an extensive presentation and documentary evidence detailing the Data Incident, its investigation, the notification process, and additional financial information, all to allow Class Counsel to further understand the claims and defenses at issue and the risks attendant to further litigation. As a result, the Parties engaged in mediation with information sufficient to permit an informed evaluation of liability, damages, and potential class-wide relief.

43. At the conclusion of mediation, the parties accepted Judge Welsh's mediator's proposal to resolve the Action for an \$80,000,000.00 all cash non-reversionary common-fund and Conduent's commitment for improved data security.

44. After mediation, Class Counsel enacted a competitive bid process to obtain proposals from prospective settlement administrators to handle notice and claims administration. Class Counsel received and analyzed proposals for four administrators, including a proposal from CyEx, Inc., a well-established credit and medical data monitoring vendor.

45. Over the following weeks, the Parties' counsel negotiated and drafted the Settlement terms, Notice Program, and Claim Process. They drafted and prepared the Settlement Agreement, worked with the chosen settlement administrator to prepare the Notices and Claim Form, and prepared the proposed Preliminary Approval Order and Final Approval Order. *Id.* After finalizing the Settlement Agreement, the Parties executed it on October 16, 2026. Class Counsel prepared the Motion for Preliminary Approval.

IV. RISKS OF CONTINUED LITIGATION

46. Plaintiffs and Class Counsel understand this Action is at an early stage: Defendants have not yet filed any motions to dismiss, and the sufficiency of Plaintiffs' alleged claims have not yet been tested by motion. While Plaintiffs and Class Counsel are confident in their ability to assert and prove the class claims, they also appreciate the risks of continuing this litigation. The most significant risk of continued litigation (discussed in detail below) is Conduent's financial condition. Ultimately, consideration of the risks and complexities of the class claims informed

Plaintiffs’ conclusion that the benefits of a settlement now—without any further delay and expense—outweigh the risks of continued litigation.

A. Conduent’s Financial Condition

47. Continued litigation against Conduent is likely to present meaningful collection and enforcement risks. Conduent’s financial condition was thus a significant settlement consideration for Plaintiffs and Class Counsel.

48. Conduent was formed in 2017 after Xerox Corporation divested Conduent’s previous incarnation, Affiliated Computer Services. ECF No. 157 ¶ 68. Historically, Conduent reported generating annual revenues between \$3 and 6 billion. *Id.*

49. Recently, however, Conduent’s financial condition has deteriorated significantly. In 2026, Conduent reported double-digit year-over-year revenue declines, substantial losses, and significant debt obligations.² Conduent implemented a broad restructuring initiative in 2026 designed to reduce costs and improve profitability, including by selling its Transit and Tolling businesses, in an effort to “reduce debt and further strengthen [Conduent’s] balance sheet.”³ Revenue from continuing operations fell to \$531 million in Q2 2026, and Conduent reported

² See <https://www.news.conduent.com/news/conduent-reports-second-quarter-2026-results-and-advances-transformation-priorities>.

³ *Id.*

a \$57 million pre-tax loss from continuing operations.⁴ The Settlement Fund is greater than Conduent's earnings in the past three years, by *double* that amount. Moreover, the Settlement Fund represents approximately one-third of Conduent's *total company value*.

50. Against this backdrop, Plaintiffs and Class Counsel weighed the practical risks associated with continued litigation against a company that is managing substantial debt and ongoing operating losses and implementing significant restructuring efforts with the benefits of a prompt settlement. Continued litigation would require years of additional proceedings, including motions to dismiss, fact and expert discovery, class-certification proceedings, summary judgment practice, trial, and likely appeals along the way. Such a long process creates a substantial risk that Conduent's financial condition will further deteriorate, or that additional restructuring activities could impair Plaintiffs' ability to meaningfully recover anything for their claims.

51. As a condition of the Settlement, and to confirm the publicly available information described above, Conduent provided Plaintiffs and Class Counsel with confidential confirmatory discovery regarding its financial condition. Class Counsel reviewed and analyzed that confirmatory financial discovery, which recognized substantial negative operating cash flows over the preceding two and a half years, a

⁴ *Id.*

revolving credit facility that is nearly fully drawn, a near-term debt-repayment obligation, and a substantial accumulated deficit. Overall, all the information obtained by Class Counsel corroborates with Class Counsel's own analysis that Conduent has serious liquidity, leverage, and operating-loss pressures.

52. Plaintiffs and Class Counsel also have a full understanding of the insurance available to Conduent in connection with this Action. Because the relevant policies cover not only Conduent's liability and legal fees, but also potential indemnification claims, which could include Conduent Defendant Clients' legal fees, further litigation would only erode the policies and result in less money available to the Settlement Class.

53. In light of these risks, Plaintiffs and Class Counsel concluded the Settlement secures a substantial, immediate, and certain recovery for the Settlement Class while avoiding the significant risk that continued litigation could result in a judgment that is delayed, materially reduced, or ultimately uncollectible due to further deterioration in Conduent's financial condition and erosion of its available insurance.

B. Risk in Establishing the Conduent Defendant Clients' Liability

54. Continued litigation also presents substantial risks with respect to establishing liability against the Conduent Defendant Clients. Unlike Conduent, which operated the systems allegedly compromised in the Data Incident, Plaintiffs

would expect the Conduent Defendant Clients to contend that they neither owned nor controlled the affected data environment, had no way of discovering the cybersecurity infirmities leading to the Data Incident, and therefore cannot be held responsible for the alleged cybersecurity deficiencies that permitted the Data Incident.

55. Similarly, Plaintiff would expect the Conduent Defendant Clients to argue that, to the extent they had any duty to Plaintiffs, they exercised reasonable care in overseeing Conduent, that responsibility for any alleged security failures rests exclusively with Conduent, and that Plaintiffs cannot establish causation because the Data Incident occurred within Conduent's systems and was the result of a security flaw(s) that could not have been discovered with the exercise of reasonable diligence by the Conduent Defendant Clients. In the mediation, the Parties exchanged information reflecting that those defendants had exercised at least sufficient diligence such that the issue would certainly be one for a jury to ultimately adjudicate.

56. Establishing liability against the Conduent Defendant Clients would require substantial fact and expert discovery concerning each of the Conduent Defendant Client's cybersecurity practices, vendor-management procedures, contractual relationships, state-specific statutory and regulatory obligations, and the proper allocation of responsibility between Conduent and the various Conduent

Defendant Clients. Defendants would be expected to devote substantial effort to allocating fault among Conduent, the Conduent Defendant Clients, and other potentially responsible entities. Even if Plaintiffs were to establish wrongdoing by one or more defendants, disputes regarding the allocation of fault could materially reduce or delay, delay, or complicate any recovery obtained for the Settlement Class.

57. Continued litigation would also require Plaintiffs to overcome anticipated challenges concerning standing, injury, causation, class certification, and damages, as well as insurer-specific defenses under the laws of numerous states. The outcome of those issues remains uncertain and could substantially reduce or eliminate any recovery against one or more of the Conduent Defendant Clients.

58. Moreover, because Plaintiffs' claims involve numerous Conduent Defendant Clients operating in different jurisdictions and under different contractual arrangements, liability, causation, and class-certification issues would likely require individualized analysis as to each Conduent Defendant Client, further increasing the complexity, expense, duration, and risks of continued litigation.

59. Plaintiffs and Class Counsel believe strongly in the merits of Plaintiffs' claims against the Conduent Defendant Clients based on, among other things, the Conduent Defendant Clients' collection and maintenance of Class Members' Private Information, their decisions to entrust that information to Conduent, and their obligations to exercise reasonable oversight over Conduent, including those arising

under applicable statutes and regulations, the parties' contracts, the parties' privacy policies, and common law. Nonetheless, establishing these theories would require substantial additional discovery and motion practice for numerous defendants. Along the way, Conduent Defendant Clients' increased costs with the prospect of Conduent's indemnity obligations could further erode Conduent's insurance, reducing the resources Conduent itself could pay for a settlement or judgment.

60. Given these risks, Plaintiffs and Class Counsel concluded the Settlement provides meaningful and immediate relief to the Settlement Class while avoiding the substantial uncertainty, delay, expense, and litigation risk associated with continued efforts to establish liability against the Conduent Defendant Clients, which efforts may have ultimately resolved no recovery.

C. Other Risks Inherent in Continued Litigation

61. At the time the Settlement was reached, none of the defendants had yet filed a motion to dismiss and the Court had not yet evaluated the sufficiency of Plaintiffs' claims. Accordingly, Plaintiffs faced the substantial risk that one or all claims, causes of action, classes, or categories of relief could be narrowed or dismissed through motions practice. While Plaintiffs and Class Counsel believe strongly in the merits of Plaintiffs' claims, the outcome of any motion to dismiss proceedings cannot be predicted with certainty, particularly given the number of Defendants, the variety of legal theories asserted, and the evolving nature of data

breach jurisprudence.

62. If the Action were to continue, Conduent and Conduent Defendant Clients are expected to vigorously contest liability, damages, causation, class certification, and the availability of relief at every stage of these proceedings. Resolution of those issues would require extensive fact discovery and motion practice.

63. Continued litigation would also require extensive expert discovery concerning cybersecurity practices, the cause and scope of the Incident, the reasonableness of the cybersecurity measures, industry standards, the value of the allegedly compromised Private Information, and classwide damages. Defendants would present competing liability and damages experts concerning each of these issues, creating additional uncertainty, expense, and litigation risk.

64. Further, because the proposed Settlement Class includes individuals residing in numerous states, continued litigation would also involve complex choice-of-law questions, state-specific defenses, and disputes regarding the applicability of various state statutes and common-law doctrines. Resolution of those issues could narrow the scope of recoverable claims or available relief or defeat class certification entirely.

65. Even if Plaintiffs ultimately prevailed at every stage of the litigation, any recovery would be delayed for years while the Parties litigated motions to

dismiss, class certification, fact and expert discovery, summary judgment, trial, and the certainty of appeals. Such efforts would deplete any applicable insurance coverage and potentially push Conduent to Chapter 7 or 11 bankruptcy given its precarious financial condition. The Settlement avoids those delays and eliminates uncertainty while providing meaningful relief to Settlement Class Members now.

66. In light of these risks, Plaintiffs and Class Counsel concluded that the Settlement provides meaningful and immediate relief to the Settlement Class while avoiding the substantial delay, expense, uncertainty, and litigation risk associated with continued litigation through motions practice, class-certification proceedings, fact and expert discovery, trial, and eventual appeals.

V. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

67. Based on Class Counsel's investigation, review of publicly available information and information exchanged through pre-mediation discovery, evaluation of the risks associated with continued litigation, analysis of the strengths and weaknesses of the claims and defenses, and participation in arm's-length settlement negotiations, the Settlement is fair, reasonable, and adequate.

68. The Settlement was reached only after Class Counsel conducted an extensive investigation and research of the facts and law, prepared detailed discovery requests, engaged in pre-mediation informal discovery, reviewed information produced by Conduent, prepared a comprehensive mediation brief, and participated

in mediation before Judge Welsh, a mediator well-versed in data breach litigation. In short, Class Counsel obtained sufficient information to evaluate the strengths and weaknesses of Plaintiffs' claims and the likelihood, timing, and potential amount of any recovery prior to the Settlement. Based on Class Counsel's experience litigating complex data-breach class actions, and considering the substantial risks, uncertainty, delay, and Conduent's financial condition discussed herein, the Settlement represents an excellent result for the Settlement Class, and Class Counsel support approval of the Settlement.

69. Moreover, the Settlement addresses Plaintiffs' key litigation goals. It fairly compensates any Settlement Class Member that suffered an out-of-pocket loss as a result of the Data Incident. It also fairly provides those in Subclass B whose Private Information was stored in files wherein the data was more readily accessible the additional right to a Pro Rata Cash Payment. Providing such relief is equitable.⁵ The Settlement also automatically provides all Settlement Class Members access to a high-quality Monitoring product with \$1,000,000.00 in identity fraud protection

⁵ For example, in *In re: AT&T Inc. Customer Data Security Breach Litigation*, No. 3:24-md-03114, ECF No. 534 (N.D. Tex. Oct. 2, 2026), the court finally approved a data breach class action settlement involving approximately 100 million consumers for \$177 million. That settlement comprised two classes for two data breaches – one class where \$149M was allocated to those individuals whose sensitive data (i.e., SSNs) was exposed, and \$28M to the other class where less sensitive data was exposed. Similar relief was approved for two classes with differing data in two data breaches in *In re MGM Int'l Resorts Data Breach Litig.*, Case Nos. 2:20-cv-00376-GMN, 2:23-cv-01480-GMN, ECF No. 262 (D. Nev. June 18, 2025).

without the need to make a claim, providing future protection. Coupled with Conduent's business practice commitments, the Settlement fairly addresses Plaintiffs' litigation goals and secures maximum relief sooner, when the Settlement will have the most impact.

70. Class Counsel recognizes that, because the Settlement Class is exceptionally large (approximately 62 million individuals), the estimated recovery per class member may appear modest when viewed in isolation. However, that result is not atypical in large-scale data breach litigation. A comparison of other Court-approved data breach settlements demonstrates this Settlement is not out of step with other settlements of similar size, involving millions of class members where the average recovery per class member is relatively modest due to the size of the affected population,⁶ the uncertainties associated with proving liability and damages, and the substantial litigation risks.

71. The fairness of a class settlement cannot be determined through a simple division of the settlement fund by the total number of settlement class

⁶ See, e.g., *Adkins v. Facebook, Inc.*, No. 18-cv-05982, 2020 WL 6710086, at *2-3 (N.D. Cal. Nov. 15, 2020) (approving data breach settlement providing only injunctive relief for up to 29 million class members); *Desue v. 20/20 Eye Care Network, Inc.*, No. 21-CIV-61275-RAR, 2023 WL 4420348 (S.D. Fla. July 8, 2023) (granting final approval of \$3,000,000 settlement fund for approximately 3,976,023 individuals or \$.75 per class member); *Crowe, et al. v. Managed Care of North America, Inc., et al.*, Case No. 23-cv-61065-AHS (S.D. Fla.) (providing two years of medical data monitoring and cash for documented losses as settlement benefits for approximately 8.9 million class members).

members. Rather, a settlement must be evaluated in light of the strength of the claims, the risks of continued litigation, the likelihood of class certification, the risks associated with proving liability and damages, the collectability of any judgment, and the delay and expense associated with continued litigation. Here, the Settlement was reached before any motion to dismiss was filed, before class certification proceedings, and before the Parties incurred the substantial expense associated with full fact and expert discovery, summary judgment practice, trial, and appeals.

VI. FACTS SUPPORTING SETTLEMENT CLASS CERTIFICATION

72. The Settlement Class is numerous because its definition encompasses approximately 62 million Settlement Class Members, the joinder of whom in one action would certainly be impracticable.

73. Numerous common issues exist. For example, Conduent's data security safeguards were common across Settlement Class Members, and those safeguards applied to one Settlement Class Member's Private Information did not differ from the rest of the Settlement Class. This and other common questions alleged in the Consolidated Complaint are central to the claims, will generate common answers, and can be addressed on a class-wide basis.

74. Plaintiffs' and Settlement Class Members' claims all stem from the same event—the Data Incident. Moreover, all claims implicate Conduent's organization-wide cybersecurity practices and course of conduct, which necessarily

applied uniformly across all Plaintiffs and Settlement Class Members.

75. The Plaintiffs have no interests adverse or antagonistic to absent Settlement Class Members. Plaintiffs are all individuals whose Private Information may have been impacted by the Data Incident and who allege that Conduent and its clients were negligent in allowing the Data Incident to occur. Moreover, the representative Plaintiffs have all been actively engaged in the litigation and, in preparation for mediation, responded to informal discovery requests, and have remained involved during the settlement process. They have amply fulfilled their duties to all absent class members.

76. The answers to the key questions in this Action are not tangential or theoretical such that the Action will not be advanced by certification. Rather, they go to the core of the controversy. The answers will be the same for each Settlement Class Member in that their Private Information was impacted in the Data Incident. Common factual and legal questions predominate based on Conduent's alleged failure to safeguard all Settlement Class Members' Private Information from unauthorized access during the Data Incident.

77. Settlement Class Members do not have a strong interest in controlling the prosecution of this case. After all, it would cost them substantially more to litigate an individual case than they could recover in damages. Thus, a class action is superior to individual litigation.

78. Finally, there is a reliable, administratively feasible method to identify almost the entire Settlement Class and, in fact, Conduent and the Conduent Defendant Clients have already made this determination when they sent out breach notices to the approximately 62 million Settlement Class Members. The Settlement Administrator will be provided with the Class List and send out Notice to all Settlement Class Members with a link to a Claim Form.

VII. SETTLEMENT ADMINISTRATION, NOTICE PROGRAM, AND CLAIM PROCESS

79. Following mediation, Class Counsel devoted time to develop the proposed Notice Program and Claim Process with Conduent's Counsel and the proposed Settlement Administrator.

80. Class Counsel began by issuing a request for proposals from several settlement administrators, responded to numerous inquiries regarding the requests, and carefully considered each response. After vetting each applicant, and subject to Court approval, Class Counsel has retained Epiq Class Action & Claims Solutions, Inc. to serve as the Settlement Administrator.

81. Epiq is a nationally recognized administrator with extensive experience administering large and complex data-breach and privacy class action settlements, and Class Counsel selected Epiq based on its experience, administrative capabilities, and cost-effectiveness. Class Counsel have all worked with Epiq in many cases. Epiq has confirmed it will operate consistent with Class Counsel's and this Court's

expectations, and has affirmed its fiduciary duty to all Settlement Class Members. All Settlement Administration Costs will be paid from the Settlement Fund, and the Parties will jointly oversee the Settlement Administrator's work.

82. The proposed Notice Program uses direct Email Notice and Reminder Email Notice as its primary method. Because Conduent does not maintain email addresses for Settlement Class Members, Conduent will make reasonable efforts to obtain Class Member contact information from Conduent's clients and will provide the resulting Class List to the Settlement Administrator. The Settlement Administrator will take industry acceptable measures to reach Settlement Class Members for whom email addresses are not available in the Class List. These steps include research by the Settlement Administrator to locate email addresses through the use of other information provided in the Class List. Publication Notice will also be used to provide awareness to Settlement Class Members who do not receive direct Notice. The Settlement Administrator will also establish and maintain a Settlement Website hosting the Long Form Notice, the Claim Form, and other key documents, and a toll-free telephone line to answer Settlement Class Member inquiries. Settlement Class Members may also request the Long Form Notice and Claim Form from the Settlement Administrator. The Settlement Administrator will complete the Notice Program no later than 45 days before the initial Final Approval Hearing.

83. The Settlement Administrator will also serve the notice required by the

Class Action Fairness Act, 28 U.S.C. § 1715, on the appropriate state and federal officials no later than 10 days after the Settlement Agreement is filed with the Court.

84. The Notice Program and the forms of Notice are designed to apprise Settlement Class Members of the material terms of the Settlement, the benefits available and how to claim them, the Monitoring activation code, and the deadlines and procedures for submitting a Claim, opting out, or objecting. The Notices also comply with the Fed. R. Civ. P. 23(h) by notifying Settlement Class Members of the amount of attorneys' fees that Class Counsel will seek, along with the reimbursement of litigation costs.

85. The Claim Form Deadline is 15 days before the initial scheduled Final Approval Hearing, and the Opt-Out Deadline and Objection Deadline are both 30 days before the initial scheduled Final Approval Hearing.

86. Class Counsel reviewed and revised the proposed Notice forms and Claim Form prepared by Epiq. Based on this work, Class Counsel believe the proposed Notice Program constitutes the best notice practicable under the circumstances and is reasonably designed to satisfy the requirements of Rule 23 and due process. Class Counsel will also review the Settlement Website pages and interactive voice responses for the toll-free telephone line once the Settlement Administrator prepare them following Preliminary Approval, which bolster the Notice Program. Class Counsel will coordinate with the Settlement Administrator

and Conduent regarding Notice Program and Claim Process implementation.

87. The Claim Process for Cash Payments is straightforward and easy for Settlement Class Members to submit Claims.

VIII. CLASS COUNSEL’S MOTION FOR ATTORNEYS, FEES, COSTS, AND SERVICE AWARDS

88. Consistent with the Settlement Agreement, the provisions governing Attorneys’ Fees and Costs and Service Awards were not negotiated until after the Parties had agreed on all material terms of the Settlement for the benefit of the Settlement Class. The Settlement is not contingent on the Court’s approval of any particular award of Attorneys’ Fees and Costs or Service Awards; if the Court awards less than the amounts requested, the remaining provisions of the Settlement remain in force, and no portion of the Settlement Fund reverts to Conduent. Any Attorneys’ Fees and Costs or Service Awards the Court declines to approve will remain in the Settlement Fund for the benefit of the Settlement Class.

89. The Motion for Attorneys’ Fees, Costs, and Service Awards will be filed before the Opt-Out Deadline and Objection Deadline, which will be posted on the Settlement Website. Settlement Class Members will have an opportunity to object and be heard regarding that motion at the Final Approval Hearing. Class Counsel intend to request an award of attorneys’ fees of 34% of the Settlement Fund (\$27,200,000.00), an amount that is authorized by well-settled law, plus reimbursement of reasonable litigation costs, all to be paid from the Settlement Fund.

90. Class Counsel prosecuted this Action on a wholly contingent basis. Class Counsel devoted attorney time and advanced litigation costs with no assurance of any recovery or compensation, and undertook that risk knowing that data breach class actions present substantial and well-documented hurdles to liability, class certification, and the collection of any judgment. Those risks were compounded here by Conduent's financial condition, which further decreased the likelihood of recovery. Had the litigation been unsuccessful at any stage, Class Counsel would have received nothing and borne their own costs. Indeed, Class Counsel have intensively litigated past cases to conclusion with no recovery and accepted the loss of attorney time and expenses devoted to the litigation. It is the willingness of experienced counsel to accept the risk of non-payment while devoting attorney time and resources that makes it possible for a class of this magnitude to obtain meaningful, immediate relief, and the \$80,000,000.00 non-reversionary common-fund recovery reflects the value of that undertaking.

91. This Action has been a substantial and demanding undertaking, necessitating at times an all-hands-on-deck approach. Prosecuting a nationwide data-breach class action against Conduent and multiple Insurer Defendants—involving tens of millions of affected individuals, sophisticated defense counsel, complex questions of liability, causation, and allocation among numerous defendants, expedited confidential and confirmatory discovery, and a hard-fought, full-day

mediation—required Class Counsel to commit significant attorney and staff resources over a compressed period. Because of the scope and intensity of that commitment, Class Counsel were required to forgo or decline other legal work and engagements that they otherwise would have undertaken during the pendency of this Action. Class Counsel will detail the time, resources, and opportunity costs devoted to this matter in connection with the forthcoming Motion for Attorneys’ Fees, Costs, and Service Awards.

92. Class Counsel will also request modest Service Awards for the Class Representatives in recognition of their service to the Settlement Class, in an amount not to exceed \$1,500.00 each, to be paid from the Settlement Fund. As noted above, the acted to pursue this Action for the benefit of the Settlement Class and participated in informal discovery to aid the settlement process.

We declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Dated: October 16, 2026

/s/ James E. Cecchi
James E. Cecchi

/s/ Jeff Ostrow
Jeff Ostrow

/s/ Gary M. Klinger
Gary M. Klinger

/s/ Norman E. Siegel
Norman E. Siegel

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE: CONDUENT BUSINESS
SERVICES DATA BREACH
LITIGATION

Case No. 2:25-cv-16953 (MEF) (ADS)

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AND RELEASE**

THIS MATTER is before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Incorporated Memorandum of Law [ECF No. __] for consideration of whether the Settlement¹ reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Form be approved. Having reviewed the proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Form approved. Accordingly, good cause appearing in the record, **IT IS HEREBY**

¹ All capitalized terms used herein shall have the same definitions as those in Section II of the Settlement Agreement, attached to the Motion for Preliminary Approval as *Exhibit A*.

ORDERED THAT:

Provisional Certification of the Settlement Class

1. The Court provisionally certifies the following Settlement Class for settlement purposes only, finding it is likely to certify it at the Final Approval stage:

All individuals residing in the United States who are on the Class List and were provided actual or substitute notice by Conduent and/or Conduent's clients that their Private Information may have been affected by the Data Incident.

Excluded from the Settlement Class are: (a) Conduent, any entity in which Conduent has a controlling interest, and Conduent's officers, directors, legal representatives, successors, subsidiaries, and assigns; (b) any Settlement Class Member who properly and timely opt-out of the Settlement Class; (c) the Court, the Judge's immediate family, and Court staff; and (d) all individuals who on or before the filing of Plaintiffs' Motion for Preliminary Approval released their claims against the Released Parties.

2. The Court has subject matter jurisdiction. Specifically, the Court finds that the Parties are minimally diverse, there are more than 100 members of the Settlement Class, and the amount in controversy exceeds \$5,000,000 exclusive of interest and costs, as required by 28 U.S.C. § 1332. The Court also has personal jurisdiction over the Parties and the Settlement Class.

3. The Court determines that for settlement purposes only, the proposed Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a)

and (b)(3), namely that the class is so numerous that joinder of all members is impractical; there are common issues of law and fact; the claims of the proposed Class Representatives are typical of absent Settlement Class members; the Class Representatives will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; common issues predominate over any individual issues; and a class action is the superior means of adjudicating the controversy. Class Counsel is also adequate to represent the Settlement Class.

4. Plaintiffs, Richard Acosta, Ricardo Alamilla, Kevin Amende, Peggi Bordelon, Anita Burton, Rashell Chambers, Andrew Cook, Nathan Cornwell, Kerri Cromer, Russell Dejulio, Michelle Dupuis-Nilsen, Amanda Dunn, Jason Frost, Emily Gresh, Phillip Groll, Jr., Tina Gustin, Richard Helm Jr., James Hurd, Alexis Jackson, Teresa Jones, Suzan Kirkland, Lakrishna Long, Karina Lopez, Alvin Luckett, Brian Marshall, Kevin McShane, Anthony Meyer, Andrea Oliver-Alexander, Jared Poli, Marc Powell, Andrea Rodriguez, Paul Snow, Wesley Triphahn, Andrea Young, Rachel Zafra are designated and appointed as the Class Representatives.

5. James E. Cecchi of Carella, Byrne, Brody & Agnello, P.C., Jeff Ostrow of Kopelowitz Ostrow, Gary M. Klinger of Milberg PLLC, and Norman E. Siegel of

Stueve Siegel Hanson LLP are designated as Class Counsel pursuant to Fed. R. Civ. P. 23(g). The Court finds these attorneys are experienced and will adequately protect the interests of the Settlement Class.

Preliminary Approval of the Proposed Settlement

6. Upon preliminary review, pursuant to Fed. R. Civ. P. 23(e)(2), and the factors set forth in *Girsh v. Jepson*, 521 F.2d 153 (3d Cir. 1975), the Court finds the proposed Settlement is likely to be approved as fair, reasonable, and adequate at the Final Approval Hearing, otherwise meets the criteria for approval, and warrants issuance of Notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

Final Approval Hearing

7. A Final Approval Hearing shall take place either in person or by Zoom to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable, and adequate and, in accordance with the Settlement's terms, all claims in the Amended Consolidated Class Action Complaint [ECF 157] should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and final judgment should be entered; and (e) the Class Counsel's Application for Attorneys' Fees, Costs, and

Service Awards should be granted. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing. If the Court holds the Final Approval Hearing virtually by Zoom or some other application, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website. The hearing may be re-scheduled without further notice to the Settlement Class. Any changes to the date or time will be posted on the Settlement Website.

8. Class Counsel intends to seek an award of up to 34% of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, as well as Service Awards of up to \$1,500.00 per Class Representative to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

9. Class Counsel shall file the Motion for Attorneys' Fees, Costs, and Service Awards no later than 70 days after Notice Commencement and the Motion for Final Approval no later than 100 days after Notice Commencement. At the Final Approval Hearing, the Court will hear argument on Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

10. Any Settlement Class Member who has not timely and properly opted-out from the Settlement in the manner described below, may appear at the Final Approval Hearing in-person or by counsel and be heard, to the extent allowed by the

Court, regarding the proposed Settlement. However, no Settlement Class Member who has elected to opt-out from the Settlement shall be entitled to object or otherwise appear. Further, no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements set forth in this Preliminary Approval Order pertaining to objections, which are described below.

Settlement Administration

11. Epiq Class Action & Claims Solutions, Inc. is appointed as the Settlement Administrator, with responsibility for handling the Notice Program and overseeing the Claims Process. All Settlement Administration Costs incurred by the Settlement Administrator will be paid out of the Settlement Fund, as provided in the Settlement.

Notice to the Settlement Class

12. The Notices, attached as exhibits to the Settlement Agreement, satisfy the requirements of Federal Rule of Civil Procedure 23 and due process, and thus are approved. Non-material modifications to the Notices may be made by written agreement of the Parties without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks that the Settlement requires.

13. The Court finds that the form, content, and method of the Notices:

(a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements.

14. The Court finds that the use of unencrypted email to send the Email Notice and Reminder Email Notice, where email addresses are available, is reasonable and appropriate under the circumstances and constitutes the best notice practicable to reach the greatest number of Settlement Class Members and facilitate their receipt of the benefits of the Settlement. The Email Notice and Reminder Email Notice will disclose only limited information, namely the recipient's email address and the fact that the recipient may be a Settlement Class Member. The Court therefore finds that encryption of such emails is not reasonable and appropriate.

Opting-Out of the Settlement Class

15. Any Settlement Class Member who wishes to opt-out of the Settlement must submit a written notification of such intent either electronically through the Settlement Website or by United States mail to the designated address established by the Settlement Administrator, postmarked no later than the Opt-Out Deadline,

which is 90 days following Notice Commencement. Settlement Class Members cannot opt-out by telephone or email. The opt-out request must: (a) be personally signed by the Settlement Class Member; (b) include the case name and case number; (c) identify the Settlement Class Member's name, address, telephone number, and email address (if any); and (d) include a statement indicating the Settlement Class Member's intent to be excluded from the Settlement Class.

16. "Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members, where an opt-out has not been signed by each and every individual Settlement Class Member, will not be allowed.

17. All Settlement Class Members who submit timely and proper requests to opt-out of the Settlement shall not: (a) be bound by the Release in the Settlement, any orders or judgments entered in connection with the Settlement; (b) be entitled to any relief under, or be affected by, the Settlement; (c) gain any rights by virtue of the Settlement; or (d) be entitled to object to any aspect of the Settlement.

Objecting to the Settlement

18. A Settlement Class Member who strictly complies with the objection requirements in this Preliminary Approval Order, the Agreement, and the Long Form Notice may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards. Failure to strictly comply with the requirements will

result in an objection being overruled on procedural grounds without regard to consideration of the merits of the objection.

19. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Court before the Objection Deadline, which shall be 90 days following Notice Commencement. Objections must be sent to the Clerk of Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must contain each of the items below:

- a. the case name and case number;
- b. the objector's full name, mailing address, telephone number, and email address (if any);
- c. a statement of whether the objection applies only to the objector, to a subset of the Settlement Class, or the entire Settlement Class;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- e. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection,

and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

g. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

h. a statement confirming whether the objector and/or objector's counsel intends to personally appear and/or testify at the Final Approval Hearing;

i. a statement of whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparing the objection; and

j. the objector's signature (an attorney's signature is not sufficient).

20. Class Counsel and/or Defendant's Counsel may conduct discovery on

any objector or objector's counsel, including taking depositions and propounding written discovery.

21. If a Settlement Class Member opts-out of and objects to the Settlement, regardless of which was submitted first, the opt-out request will supersede the objection, and the Settlement Class Member will be excluded from the Settlement Class and the objection will not be considered by the Court.

Claims Process and Distribution Plan

22. The Settlement establishes a Claims Process for assessing and determining the validity and value of Claims and a methodology for paying Cash Payments to Settlement Class Members that submit Valid Claims. The Court approves the Claims Process and the Claim Form. The Claim Form is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. Non-material modifications to the Claim Form may be made by written agreement of the Parties without further order of the Court.

23. Settlement Class Members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement, including the requirements and procedures in the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for a Cash Payment, but who fail to submit a Claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form requirements, shall

be forever barred from receiving a Cash Payment. Those Settlement Class Members will still receive Monitoring. Such Settlement Class Members will in all other respects be subject to and bound by the provisions of the Settlement, including the Releases, the Final Approval Order and Judgment.

Termination of the Settlement and Use of this Order

24. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

25. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Conduent, Conduent's clients, or any other Released Party of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or

against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, or unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims it may have in this Action or in any other lawsuit.

Stay of Proceedings

26. Except as necessary to effectuate this Preliminary Approval Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending Final Approval and issuance of the Final Approval Order and judgment, or until further order of this Court.

27. Upon entry of this Preliminary Approval Order, with the exception of Class Counsel's, Defendant's Counsel's, Defendant's, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Conduent, Conduent's clients, and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

Jurisdiction Pending Settlement Approval

28. For the benefit of the Settlement Class and to protect this Court's

jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

Summary of Deadlines

29. The Settlement, as preliminarily approved shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets the following schedule of events:

EVENT	DATE
Deadline for Defendant to give Class List to Settlement Administrator	20 days following Preliminary Approval
Notice Commencement	40 days following Preliminary Approval
Deadline to complete Notice Program	70 days following Notice Commencement
Deadline for filing Motion for Attorneys' Fees, Costs, and Service Awards	70 days following Notice Commencement
Claim Form Deadline	75 days following Notice Commencement
Opt-Out Deadline	90 days following Notice Commencement
Objection Deadline	90 days following Notice Commencement
Deadline for filing Motion for Final Approval	100 days following Notice Commencement
Final Approval Hearing	_____, 2027, at __:__ a.m./p.m. (to be scheduled at least 150 days following Preliminary Approval).

DONE AND ORDERED in Chambers in Newark, New Jersey, this ____ day of _____, 2026.

HONORABLE MICHAEL E. FARBIARZ
UNITED STATES DISTRICT JUDGE