

IN THE CIRCUIT COURT OF THE 18TH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

JAMES VANDIVER, on behalf of himself
and all others similarly situated,

Case No. 2023LA000728

Plaintiff,

v.

MG BILLING LIMITED,

Defendant.

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”),¹ dated as of July 20, 2023, is entered into by (i) Plaintiff, James Vandiver, on his behalf and the Settlement Class Members; and (ii) Defendant MG Billing Limited. This Agreement is intended to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions of this Agreement, and subject to the Final Approval Order and Final Judgment.

I. Procedural History

1. Plaintiff filed the Complaint in this Action, individually and on behalf of a putative class, against MG Billing Limited, alleging breach of contract, breach of the covenant of good faith and fair dealing, deceptive and unfair trade practices, and unjust enrichment, on the basis of MG Billing Limited’s alleged billing practices for add-ons sold with subscriptions on the Brazzers website.

¹ All capitalized terms herein shall have the same meanings as those ascribed to them in Section II below or as defined elsewhere in the Agreement.

2. Prior to the filing of the Complaint in this Action, the Parties agreed to mediate in an attempt to avoid protracted and contested litigation. In anticipation of the mediation, MG Billing Limited provided substantial information related to both the merits of the claims and the potential damages at issue.

3. On May 23, 2023, the Parties conducted a full-day mediation before the Honorable Jay C. Gandhi (Ret.). At the conclusion of the mediation, the Parties reached an agreement on all material terms of a class action settlement and executed a term sheet.

4. 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. MG Billing Limited has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burdens, expenses, and disruptions to its business operations associated with further litigation. MG Billing Limited does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint or the Action. 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 effectuate and enforce the terms of this Agreement. Plaintiff has entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede the claims alleged in the Action lack merit. The Parties intend this Agreement to bind Plaintiff, MG Billing Limited, and all Settlement Class Members.

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

II. Definitions

5. “Action” means the lawsuit captioned, *Vandiver v. MG Billing Limited*, Case No. 2023LA000728, pending in the Circuit Court of DuPage County, Illinois, 18th Judicial District.

6. “Add-on Subscription” means any cross-sale, upgrade, or any other additional service, membership, or subscription a Settlement Class member purchased, other than a Brazzers Subscription, which the Settlement Class member purchased simultaneously with purchasing the Settlement Class member’s Brazzers Subscription.

7. “Application for Approval of Attorneys’ Fees and Costs and Service Award” means the application made with the Motion for Final Approval seeking approval of the separate payment by MG Billing Limited of Class Counsel’s attorneys’ fees and costs, and the Service Award for the Class Representative.

8. “Brazzers” means the website www.brazzers.com.

9. “Brazzers Subscription” means a subscription to the website www.brazzers.com.

10. “Cash Payment” means the up to US\$34.97 cash payment that Settlement Class Members who submit a Valid Claim are entitled to choose as a benefit under this Settlement, calculated as the amount paid by the Settlement Class Member to MG Billing Limited and/or MG Billing US Corp. for one or more monthly fees for an Add-on Subscription or Premium Subscription purchased with a Brazzers Subscription less any amount refunded or charged back. In no event shall the Cash Payment exceed what the Settlement Class Member who submitted a

Valid Claim paid MG Billing Limited or MG Billing US Corp. after accounting for refunds and chargebacks.

11. “Claim” means the submission of a Claim Form by a Claimant.

12. “Claim Form” means the proof of claim, in the form attached hereto as *Exhibit D* without any material modifications, though which may be modified subject to the approval of the Parties, which meets the requirements of the Settlement Administrator, and pursuant to which a Settlement Class Member may apply for a Cash Payment or Subscription Benefit.

13. “Claim Form Deadline” shall be 15 days after the date of the Final Approval Hearing set forth in the Preliminary Approval Order regardless of whether such date changes after the Court first issues the Preliminary Approval Order. The Claim Form Deadline shall be 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 or Subscription Benefit.

14. “Claimant” means a Settlement Class Member who submits a Claim Form seeking a Cash Payment or Subscription Benefit under this Settlement.

15. “Class Counsel” means Sophia Gold, Jeffrey Kaliel, and Amanda Rosenberg of KalielGold PLLC, and Jeff Ostrow and Daniel Tropin of Kopelowitz Ostrow P.A.

16. “Class Period” means the period from January 1, 2015, through January 30, 2021.

17. “Class Representative” means James Vandiver.

18. “Complaint” means the complaint filed in this Action.

19. “Court” means the Circuit Court of the 18th Judicial Circuit, DuPage County, Illinois, and the judge(s) assigned to the Action.

20. “Defendant” means MG Billing Limited.

21. “Defendant’s Counsel” means Ari N. Rothman of Venable LLP.

22. “Effective Date” means 31 days after the entry of the Final Approval Order and Final Judgment, provided no objections or appeals are made to the Settlement or Final Approval Order and Final Judgment. If there are objections or appeals to the Settlement or Final Approval Order and Final Judgment then the Effective Date shall be the later of 31 days after the last appellate court ruling affirming the Final Approval Order and Final Judgment, or 31 days after all appeals have expired or have been dismissed or exhausted in such a manner as to affirm the Court’s Final Approval Order and Final Judgment.

23. “Electronic Payment Information” means the electronic payment application by which a Settlement Class Member chooses in the Claim Form to receive a Cash Payment. Electronic payment applications shall allow Settlement Class Members who elect to receive a Cash Payment to choose to receive a Cash Payment via virtual prepaid Mastercard, Zelle, CashApp, or Venmo.

24. “Email Notice” shall include the Initial Email Notice and the Reminder Email Notice sent to the Settlement Class by email.

25. “Final Approval” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order and Final Judgment, substantially in the form approved by the Parties, and attached to the Motion for Final Approval.

26. “Final Approval Hearing” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and further determine whether to approve the requested amounts of attorneys’ fees payable to Class Counsel and the Service Award to the Class Representative.

27. “Final Approval Order and Final Judgment” means the final order that the Court enters granting Final Approval of the Settlement and that includes the entry of judgment finally

disposing of the entire Action. The proposed Final Approval Order and Final Judgment shall be in a form agreed upon by the Parties before it is submitted to the Court, and shall be attached to the Motion for Final Approval. The Final Approval Order and Final Judgment will constitute a final judgment of dismissal of the Action with prejudice.

28. “Initial Email Notice” means the first Email Notice, sent by no later than 30 days after Preliminary Approval, notifying the Settlement Class about the Settlement, and describing their rights thereunder, substantially in the form attached hereto as *Exhibit A* without any material changes, though which may be modified subject to the approval of the Parties.

29. “Long Form Notice” means the long form Notice of the Settlement, in the form attached hereto as *Exhibit C* without any material modifications, though which may be modified subject to the approval of the Parties, that shall be posted on the Settlement Website and shall be available to the Settlement Class members by mail upon request made to the Settlement Administrator.

30. “Motion for Final Approval” means the motion that Plaintiff and Class Counsel will file with the Court seeking Final Approval of the Settlement. The Motion for Final Approval will include: (i) the Application for Approval of Attorneys’ Fees and Costs and Service Award; and (ii) the proposed Final Approval Order and Final Judgment as an attachment. The Motion for Final Approval shall be filed with the Court by no later than 45 days before the Final Approval Hearing.

31. “Motion for Preliminary Approval” means the motion that Plaintiff and Class Counsel will file with the court seeking Preliminary Approval of the Settlement, the substance of which shall be approved by the Parties before submission to the Court.

32. “Notice” means the Email Notice and Long Form Notice that Plaintiff and Class Counsel will ask the Court to approve in the Motion for Preliminary Approval. The Email Notice and Long Form Notice shall be materially identical to *Exhibits A–C* attached hereto and modified only with the approval of the Parties.

33. “Notice Program” means the methods provided for in this Agreement for giving Notice to the Settlement Class, and consists of the Email Notice, Long Form Notice, and the Settlement Website.

34. “Objection Period” means the period that begins the day after which the Notice is first distributed, and that ends 30 days before the Final Approval Hearing.

35. “Opt-Out Period” means the period that begins the day after which the Notice is first distributed, and that ends 30 days before the Final Approval Hearing.

36. “Party” means the Plaintiff and MG Billing Limited, individually, and “Parties” means the Plaintiff and MG Billing Limited, collectively.

37. “Plaintiff” means James Vandiver.

38. “Preliminary Approval” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

39. “Preliminary Approval Order” means the order preliminarily approving the Settlement and proposed Notice Program, and setting forth the date for the Final Approval Hearing.

40. “Premium Subscription” means an Add-on Subscription merely referenced as “premium” on the checkout page.

41. “Released Claims” means the claims described in Section XI of this Agreement.

42. “Released Parties” means MG Billing Limited, MG Billing US Corp., MindGeek S.a R.L., and their present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, employees, stockholders, heirs, agents, servants, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on their behalf, in their capacity as such. It is expressly understood that any Released Party that is not a party to this Agreement is an intended and express third-party beneficiary of this Agreement, and each may seek to enforce any provision of this Agreement. It is expressly understood that MindGeek S.a R.L., MG Billing US Corp., and each un-named Released Party, is not submitting itself to the personal jurisdiction of the Court unless it appears to enforce any provision of this Agreement in which case it shall only be deemed to have submitted itself to the personal jurisdiction of this Court for the specific and sole purpose of enforcing this Agreement.

43. “Releases” means the releases and waivers set forth in Section XI of this Agreement.

44. “Releasing Parties” means (i) Plaintiff and all Settlement Class Members, (ii) each of their respective executors, estates, administrators, representatives, present or past heirs, predecessors, assigns, beneficiaries, affiliates, successors, trusts, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, (iii) any entities in which Plaintiff and/or any Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (iv) any other person or entity (including any

governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of Plaintiff and/or any Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

45. “Reminder Email Notice” means the second Email Notice, sent 15 days following the Initial Email Notice, reminding the Settlement Class about the Settlement and describing their rights thereunder, in the form attached hereto as *Exhibit B* without any material modifications, though which may be modified subject to the approval of the Parties.

46. “Service Award” means the payment that the Court awards the Plaintiff for serving as the Class Representative.

47. “Settlement Administrator” means Kroll Settlement Administration LLC.

48. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

49. “Settlement Benefit” means either a Cash Payment or a Subscription Benefit.

50. “Settlement Class” means all persons in the United States who during the Class Period: (a) purchased and then canceled online a Brazzers Subscription, and were subsequently charged by MG Billing Limited and/or MG Billing US Corp., after canceling the Brazzers Subscription, one or more monthly fees for an Add-on Subscription purchased simultaneously with the Brazzers Subscription, and before canceling the Add-on Subscription; or (b) unintentionally purchased, simultaneously with a Brazzers Subscription, a Premium Subscription, and were

charged by MG Billing Limited and/or MG Billing US Corp. one or more monthly fees for the Premium Subscription. Excluded from the Settlement Class are all persons who are employees, directors, officers, and agents of MG Billing Limited or its subsidiaries and affiliated companies, the Court, the Court's immediate family, Court staff, and persons who, as of July 20, 2023, received a refund or charged back all monthly fees referenced in (a) and (b) of this paragraph.

51. "Settlement Class List" means the list of individuals researched and generated by MG Billing Limited from business records who are in the Settlement Class and who shall receive Notice of the Settlement pursuant to the terms of this Agreement. MG Billing Limited shall deliver the Settlement Class List with names and email addresses within 30 days of signing this Agreement.

52. "Settlement Class Member" means any member of the Settlement Class who has not opted out of the Settlement and who is entitled to benefits under the Settlement.

53. "Settlement Class member" means a member of the Settlement Class.

54. "Settlement Fund" means up to a total of US\$24,000,000.00 of Settlement Benefits that MG Billing Limited agrees to provide to Settlement Class Members pursuant to the terms of this Agreement.

55. "Settlement Website" means the website the Settlement Administrator will establish as a means for the Settlement Class members to obtain notice and information about the Settlement and submit Claim Forms, including hyperlinked access to this Agreement, the Long Form Notice, Preliminary Approval Order, Claim Form, Motion for Final Approval, and Final Approval Order and Final Judgment, as well as other documents that the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months

after Final Approval. The Settlement Website, along with its URL and all contents therein, must be approved by the Parties prior to its publication.

56. “Subscription Benefit” means the three-month Brazzers Subscription, valued at approximately US\$100.00 each, that Settlement Class Members may choose as their benefit under the Settlement.

57. “Valid Claim” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the directions accompanying the Claim Form and 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 or, if challenged, a neutral pursuant to Section IX of this Agreement.

III. Certification of the Settlement Class for Settlement Purposes Only

58. Plaintiff shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes only. MG Billing Limited agrees solely for purposes of this Settlement that this case shall proceed as a class action; provided, however, that if the Final Approval Order and Final Judgment is not issued, then any certification shall be null and void, and MG Billing Limited shall retain all rights to object to any future requests to certify any class.

IV. Settlement Class Member Consideration

59. Settlement consideration consists of the following:

Monetary Relief

60. **US\$24,000,000.00 Settlement Fund:** Defendant shall make US\$24,000,000.00 in Settlement Benefits available for Settlement Class Members pursuant to the terms of this Agreement. Through the submission of a Valid Claim, each Settlement Class Member may elect either a Cash Payment or a Subscription Benefit. Each Settlement Class Member electing the Cash Payment shall receive up to US\$34.97 in cash payable electronically calculated as the amount paid by the Settlement Class Member to MG Billing Limited and/or MG Billing US Corp. for one or more monthly fees for an Add-on Subscription or Premium Subscription purchased with a Brazzers Subscription less any amount refunded or charged back. Each Settlement Class Member electing to receive a Subscription Benefit shall receive a three-month Brazzers Subscription worth approximately US\$100.00. The total amount of all Settlement Benefits payable by MG Billing Limited, including the value of both Cash Payments and Subscription Benefits, shall not exceed US\$24,000,000.00. The Settlement Fund shall be used solely to compensate Settlement Class Members and shall not be used to pay any of Class Counsel's attorneys' fees or costs.

61. **Settlement Administration Costs:** Defendant agrees that, separate and apart from the Settlement Fund, it shall pay all Settlement Administration Costs.

62. **Class Counsel's Attorneys' Fees and Costs:** Defendant agrees that, separate and apart from the Settlement Fund, and subject to Court approval, to separately pay Class Counsel US\$6,000,000.00 in attorneys' fees, inclusive of costs.

63. **Service Award:** Defendant agrees that, separate and apart from the Settlement Fund, and subject to Court approval, to separately pay the Class Representative US\$25,000.00 as a Service Award.

Non-Monetary Relief

64. As further consideration to the Plaintiff and Settlement Class Members for entering into this Agreement, MG Billing Limited agrees that, from the Effective Date of this Agreement, it will not offer a Premium Subscription for sale simultaneously with a Brazzers Subscription. MG Billing Limited acknowledges, for purposes of this Settlement only, that simultaneously offering a Premium Subscription while offering the Brazzers Subscription is a material claim according to Plaintiff in this Action. MG Billing Limited agrees that this practice change will save Settlement Class Members and future consumers millions of dollars.

V. Settlement Approval

65. Shortly following complete execution of this Agreement, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the Motion for Preliminary Approval as an exhibit and shall be in a form agreed to by the Parties.

66. The Motion for Preliminary Approval shall, among other things, request that the Court: (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) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form submission process; (5) approve the procedures set forth herein for Settlement Class members to opt out of the Settlement or for Settlement Class Members to object to the Settlement; (6) stay the Action pending Final Approval of the Settlement except to effectuate the Settlement; and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether

it was made in good faith, and determine whether to approve the Settlement and Class Counsel's Application for Approval of Attorneys' Fees and Costs and Service Award.

VI. Settlement Administrator

67. Subject to Court approval, Kroll Settlement Administration LLC shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement, and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

68. The Settlement Administrator shall administer various aspects of the Settlement as described in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, and distributing the Cash Payments to Settlement Class Members.

69. The Settlement Administrator shall:

a. Complete the Court-approved Notice Program by noticing the Settlement Class by Email Notice; sending out a Long Form Notice to any Settlement Class member who requests one; reviewing, approving, and rejecting Claim Forms; sending MG Billing Limited via Defendant's Counsel the aggregate amount required to distribute Cash Payments to Settlement Class Members who elect a Cash Payment; and sending MG Billing Limited via Defendant's Counsel the list of Settlement Class Members electing Subscription Benefits, along with the information necessary to activate the Brazzers Subscriptions that comprise the Subscription Benefit;

b. Establish and maintain a bank account, which MG Billing Limited shall fund pursuant to the terms of this Agreement, for Cash Payments to Settlement Class Members electing this benefit following Final Approval;

c. Establish and maintain a post office box for opt-out requests from the Settlement Class and to receive Claim Forms;

d. Establish and maintain the Settlement Website, which, along with its URL and all contents therein, must be approved by the Parties prior to its publication, any subsequent changes to which also must be approved by the Parties;

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

f. Respond to any mailed Settlement Class member inquiries;

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

h. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, opt-out requests received that week, the total number of opt-out requests received to date, and other pertinent information that Class Counsel or Defendant's Counsel request;

i. Provide any and all Claim Forms that Class Counsel or Defendant's Counsel request within 24 hours of such request;

j. In advance of the Final Approval Hearing, prepare a declaration to submit to the Court confirming that 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, stating the amount of Valid Claims received, the number of Claimants that elected Cash Payments, the number of Claimants that elected Subscription Benefits, providing the names of each Settlement Class member who timely and properly

requested to opt out from the Settlement Class, and other information requested by the Parties to seek and obtain Final Approval;

k. Distribute Cash Payments to Settlement Class Members; and

l. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

70. The Settlement Administrator shall invoice MG Billing Limited for all Settlement Administration Costs. Separate and apart from the Settlement Fund, MG Billing Limited agrees that all Settlement Administration Costs shall be paid separately by MG Billing Limited within 30 days of when such amounts are invoiced and become due and owing.

VII. Notice to the Settlement Class; Opt-Outs and Objections

71. Beginning no later than 20 days following entry of the Preliminary Approval Order, the Settlement Administrator shall implement the Notice Program provided herein, using the forms of Notice agreed upon by the Parties and approved by the Court. The Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; a date by which Settlement Class members may opt out of the Settlement Class; a date by which Settlement Class Members may object to the Settlement and/or to Class Counsel's Application for Approval of Attorneys' Fees and Costs and Service Award; the date the Final Approval Hearing is scheduled to occur; and the Settlement Website URL 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 Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the

Preliminary Approval Order. If the date for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No notice to the Settlement Class is required if the date for the Final Approval Hearing changes.

72. The Settlement Administrator shall establish the Settlement Website no later than the day before Email Notice is first made. The Settlement Administrator shall ensure that the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly through the Settlement Website as well as a printable version of the Claim Form that can be sent by U.S. mail to the Settlement Administrator.

73. The Settlement Administrator shall send the Initial Email Notice to each Settlement Class member on the Settlement Class List within 30 days of Preliminary Approval. The Settlement Administrator shall send the Reminder Email Notice 15 days following the Initial Email Notice reminding Settlement Class members about the Settlement and advising them of their right to opt out and/or object and the deadlines as to each.

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

75. Any Settlement Class member may opt out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must state the Settlement Class member's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt out shall be bound by the terms of

this Agreement even if that Settlement Class Member does not submit a Claim Form. Opt-out requests must be made on an individual basis; mass or group out-outs are not permitted.

76. The Long Form Notice shall include a procedure for Settlement Class Members to object to the Settlement and/or to the Application for Approval of Attorneys' Fees and Costs and Service Award, and the Email Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections to the Settlement, and to the Application for Approval of Attorneys' Fees and Costs and Service Award, must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. 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.

77. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the 5 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 case for which a caption is provided pursuant to this paragraph;

d. 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 Approval of Attorneys' Fees and Costs and Service Award;

e. 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 5 years preceding the date that 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 such case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

f. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

g. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

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

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

Any Party may conduct limited discovery on any objector or objector's counsel.

VIII. Final Approval Order and Final Judgment

78. Plaintiff shall file his Motion for Final Approval of the Settlement, including the Application for Approval of Attorneys' Fees and Costs and Service Award and proposed Final Approval Order and Final Judgment, no later than 45 days before the Final Approval Hearing, which will be 15 days before the end of the Opt-Out Period. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Approval of Attorneys' Fees and Costs and Service Award. 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 Approval of Attorneys' Fees and Costs and Service Award, provided the objectors submitted timely objections that meet all of the requirements set forth in the Agreement.

79. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and Final Judgment, and whether to approve the Application for Approval of Attorneys' Fees and Costs and Service Award. Such proposed Final Approval Order and Final Judgment 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. Determine that the Notice Program satisfies the Due Process requirements of the Constitution of the United States;
- d. 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 and Final Judgment; bar and enjoin all Releasing Parties from pursuing

any Released Claims against any of the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order and Final Judgment; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release MG Billing Limited and the other Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties, all Settlement Class Members, and all objectors, for the sole purpose of administering, supervising, construing, and enforcing this Agreement in accordance with its terms.

IX. Claim Process and Disbursement of Cash Payments and Subscription Benefits

80. The Notice and the Settlement Website will explain to Settlement Class members that they may be entitled to a Cash Payment or Subscription Benefit, and how to submit a Claim Form.

81. Claim Forms may be submitted online through the Settlement Website or through U.S. mail by sending them to the Settlement Administrator at the post office box mailing address designated in the Notice.

82. To qualify for a Cash Payment or a Subscription Benefit, a Claimant must submit either a hard copy or an electronic Claim Form no later than the Claim Form Deadline, which shall include their Settlement Benefit election and their Electronic Payment Information or subscription email address, whichever is applicable.

83. For avoidance of doubt, a Settlement Class Member may elect only one Settlement Benefit.

84. If the Settlement Benefits on Valid Claims total a dollar value greater than US\$24,000,000.00, there shall be a *pro rata* reduction to each Settlement Class Member's Settlement Benefit.

85. The Settlement Administrator shall collect, review, and assess each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement. 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 and contains sufficient information to enable the electronic delivery of a Cash Payment, or the activation of the Brazzers Subscription for those Settlement Class Members who elect the Subscription Benefit.

86. 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 best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member to determine which Claim Form is the appropriate one for consideration.

87. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps, and take all 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 may instruct the Settlement Administrator to take whatever steps deemed appropriate if the Settlement Administrator or any Party 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 the Parties may require information from Claimants or deny Claims.

88. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator. Where a good faith basis exists, the Settlement Administrator may reject a Claim Form for, among other reasons, the following:

- a. the Claimant is not on the Settlement Class List;
- b. failure to fully complete and/or sign the Claim Form;
- c. illegible Claim Form;
- d. the Claim Form is fraudulent;
- e. the Claim Form is duplicative of another Claim Form;
- f. the person or entity 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;
- g. failure to submit a Claim Form by the Claim Form Deadline; and/or
- h. the Claim Form otherwise does not comply with the requirements of this Settlement.

89. Either Party may challenge the validity of any Claim Form. The challenging Party shall have 15 days after receipt of each Claim Form from the Settlement Administrator to review the Claim Form and inform the other Party and Settlement Administrator of any challenge to the Claim Form's validity. The Parties and Settlement Administrator shall then meet and confer regarding the challenged Claim Form. If the Parties cannot agree on the validity of the challenged Claim Form, then the challenging Party may submit the challenged Claim Form to Honorable Jay C. Gandhi (Ret.), or another neutral that the Parties select, for a final determination regarding its validity. The challenging Party shall pay for the services rendered by the Honorable Jay C. Gandhi

(Ret.) or other neutral associated with the challenge. MG Billing Limited shall not be required to provide, and the Settlement Administrator shall not provide, any Settlement Benefit to any Claimant whose Claim Form is determined to be invalid either by agreement of the Parties or as determined by the neutral.

90. No person or entity shall have any claim against MG Billing Limited, Defendant's Counsel, Plaintiff, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

91. No later than 14 days after the Effective Date, the Settlement Administrator shall notify MG Billing Limited, via Defendant's Counsel, in writing of the identity (including name and email address) of each Settlement Class Member who submitted a Valid Claim for a Cash Payment. MG Billing Limited shall have 31 days thereafter to submit to: (a) the Settlement Administrator the amount each Settlement Class Member who submitted a Valid Claim for a Cash Payment is owed pursuant to this Agreement and the total of such amounts; and (b) Class Counsel a written certification confirming that the information provided in (a) is true, correct and complete to the best of MG Billing Limited's knowledge. MG Billing Limited shall, seven days after providing the information in (a), wire the total of the Cash Payment funds to the Settlement Administrator. The Cash Payments shall then be made available electronically to Settlement Class Members as soon as reasonably practicable as determined by the Settlement Administrator, using services such as virtual prepaid Mastercard, Zelle, CashApp, and/or Venmo.

92. No later than 14 days after the Effective Date, the Settlement Administrator shall deliver to MG Billing Limited, via Defendant's Counsel, a complete list of all Settlement Class Members who elected a Subscription Benefit. MG Billing Limited shall, by no later than 31 days after receipt of such complete list, email those Settlement Class Members selecting the

Subscription Benefit advising them that their Subscription Benefit is active and providing an access username and password. MG Billing Limited shall, by no later 7 days after emailing all such Settlement Class Members an access username and password, send to Class Counsel an email confirming that MG Billing Limited complied with its obligation to provide an access username and password as set forth in this paragraph.

X. Service Award, Attorneys' Fees and Costs

93. **Service Award:** In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling his obligations and responsibilities as Class Representative, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel may request a Service Award for the Class Representative in the amount of US\$25,000.00. If approved, MG Billing Limited shall pay the Service Award by the later of: 31 days after the entry of the order granting Class Counsel's Application for Approval of Attorneys' Fees and Costs and Service Award if there are no objections or appeals to such order; or 31 days after the Effective Date. If there are objections or appeals to the Application for Approval of Attorneys' Fees and Costs and Service Award and/or the order granting the same, then payment shall be the later of 31 days after the last appellate court ruling affirming the Court's order granting Application for Approval of Attorneys' Fees and Costs and Service Award or 31 days after all appeals have expired or have been dismissed or exhausted in such a manner as to affirm the Court's order granting the Application for Approval of Attorneys' Fees and Costs and Service Award. The Service Award payment to the Class Representative shall be separate and apart from the Settlement Fund.

94. **Attorneys' Fees and Costs:** Class Counsel shall apply to the Court for approval of attorneys' fees and costs in a combined amount of US\$6,000,000.00. The attorneys' fees and

costs approved by the Court in such application shall be payable separately by MG Billing Limited to Class Counsel. MG Billing Limited shall make payment by wire transfer to an account designated by Class Counsel by the later of: 31 days after the entry of the order granting Class Counsel's Application for Approval of Attorneys' Fees and Costs and Service Award if there are no objections or appeals to such order; or 31 days after the Effective Date. If there are objections or appeals to the Application for Approval of Attorneys' Fees and Costs and Service Award and/or the order granting the same, then payment shall be the later of 31 days after the last appellate court ruling affirming the Court's order granting Application for Approval of Attorneys' Fees and Costs and Service Award or 31 days after all appeals have expired or have been dismissed or exhausted in such a manner as to affirm the Court's order granting the Application for Approval of Attorneys' Fees and Costs and Service Award. The attorneys' fees and costs shall be separate and apart from the Settlement Fund.

95. This Settlement is not contingent on approval of the Application for Approval of Attorneys' Fees and Costs and Service Award, and if the Court denies the request or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Award were not negotiated until after the material Settlement terms, including the amount of the Settlement Fund, means of allocation and distribution.

96. This Settlement is contingent on approval of the Settlement Class Member consideration set forth in Section IV and the Releases set forth in Section XI of this Agreement. If the Court denies or modifies those proposed terms, the remaining provisions of the Agreement shall be null and void.

XI. Releases and Waivers

97. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, 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 claims made or that could have been made in the Complaint.

98. The Releasing Parties covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, or whether individually or collectively, against any person or entity, including of the Released Parties, in any jurisdiction, on or after the Effective Date.

99. Settlement Class members who opt out of the Settlement prior to the Opt-Out Period do not release their claims and will not obtain any benefits under the Settlement.

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

Parties shall be deemed to have, and by operation of the Settlement shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code to the extent it is applicable, and any each other similar provision under federal, state or local law, which states:

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.

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

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

Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against any person or entity, including the Released Parties, whether on behalf of Plaintiff, any Settlement Class Member or others, or whether individually or collectively, in any jurisdiction, including in any federal, state, or local court or tribunal.

XII. Termination of the Settlement

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

- a. Court approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XI of this Agreement;
- b. the Court has entered the Preliminary Approval Order;
- c. the Court has entered the Final Approval Order and Final Judgment, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order and Final Judgment are resolved in favor of approval without any material modifications to the Final Approval Order and Final Judgment; and
- d. the Effective Date has occurred.

104. If any of the conditions specified in the preceding paragraph are not met, then this Agreement shall be canceled and terminated.

105. MG Billing Limited shall have the option to terminate this Agreement if more than 2% of the Settlement Class members opt out of the Settlement. MG Billing Limited shall notify Class Counsel and the Court of its termination of this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

XIII. Effect of Termination

106. In the event of termination: (a) the terms and provisions of this Agreement shall have no further force and effect; (b) any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*; (c) this Agreement may not be used by any Party, or member of the Settlement Class, or any Settlement Class Member, for any purpose; (d) this Agreement shall be considered null and void; (e) all of the Parties' obligations under the Settlement shall cease to have any force and effect; (f) the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement; (g) the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed; and (h) all of the Parties' and Settlement Class Members' respective pre-Settlement rights, claims and defenses will be retained and preserved.

107. For the avoidance of doubt, if 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 by any Party, or member of the Settlement Class, or Settlement Class Member, for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability; Reservations of Rights

108. This Agreement reflects the Parties' and Settlement Class members' 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. MG Billing Limited has denied and continues to deny each of the claims and contentions alleged in the Complaint. MG Billing Limited specifically denies that a class could or should be certified in the Action for

litigation purposes. MG Billing Limited does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. MG Billing Limited 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.

109. Class Counsel believes that 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 and conducted discovery. 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 Members.

110. 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.

111. 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 or assertion made by the Plaintiff or Settlement Class Members, 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, or other tribunal.

112. By entering into this Agreement, MG Billing Limited reserves all rights, makes a special appearance only for purposes of effectuating this Settlement, and objects to the personal jurisdiction of this Court and venue for all purposes other than to effectuate the Settlement and for any enforcement proceedings associated with the Settlement.

113. In addition to any other defenses MG Billing Limited 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.

XV. Miscellaneous Provisions

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

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

116. 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.

117. 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 so consulted.

118. 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 expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

119. 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.

120. 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 Illinois, without regard to the principles thereof regarding choice of law.

121. 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. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

122. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and

the Settlement Administrator. As part of their 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 shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order and Final Judgment.

123. Notices. All notices provided for herein, shall be sent by email and a hard copy sent by overnight mail to:

If to Plaintiff or Class Counsel:

Sophia Gold
Amanda Rosenberg
Jeffrey Kaliel
KalielGold PLLC
950 Gilman St., Suite 200
Berkeley, CA 94710
sgold@kalielgold.com
arosenberg@kalielgold.com
jkaliel@kalielgold.com

Jeff Ostrow
Daniel Tropin
Kopelowitz Ostrow P.A.
1 W. Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com
tropin@kolawyers.com

If to Defendant:

Ari N. Rothman
Venable LLP
600 Massachusetts Avenue, NW
Washington, DC 20001
anrothman@venable.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 submissions received as a result of the Notice Program.

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

125. 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.

126. Authority. Class Counsel (for the Plaintiff and the Settlement Class Members), and Defendant's Counsel, 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 Plaintiff and MG Billing Limited 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.

127. Agreement Mutually Prepared. Neither Plaintiff nor MG Billing Limited 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.

128. Independent Investigation and Decision to Settle. The Parties understand and acknowledge that they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this 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. The Parties agree that 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 this 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.

129. 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.

IN WITNESS WHEREOF, the Parties have executed this Class Action Settlement Agreement.

James VanDiver
James VanDiver (Jul 20, 2023 22:12 MDT)

JAMES VANDIVER
Plaintiff

Sophia Gold
Sophia Gold (Jul 20, 2023 21:49 PDT)

SOPHIA GOLD, ESQ.
KALIEL GOLD PLLC
Class Counsel

Jeffrey Ostrow
Jeffrey Ostrow (Jul 21, 2023 04:38 EDT)

JEFF OSTROW, ESQ.
KOPELOWITZ OSTROW P.A.
Class Counsel

MG BILLING LIMITED
By: _____
Its: _____
Defendant

ARI N. ROTHMAN, ESQ.
VENABLE LLP
Defendant's Counsel


IN WITNESS WHEREOF, the Parties have executed this Class Action Settlement Agreement.

JAMES VANDIVER
Plaintiff

SOPHIA GOLD, ESQ.
KALIEL GOLD PLLC
Class Counsel

JEFF OSTROW, ESQ.
KOPELOWITZ OSTROW P.A.
Class Counsel

DocuSigned by:
Andreas Alkiviades Andreou
9DD6F37FAA284FE...
MG BILLING LIMITED
By: _____
Its: _____ Director
Defendant



ARI N. ROTHMAN, ESQ.
VENABLE LLP
Defendant's Counsel