

VICTOR MATEO, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
32BJ.

Defendant.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY**

DOCKET NO. BER-L-004121-22

CIVIL ACTION

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and between Victor Mateo (the “Class Plaintiff”), individually and on behalf of the Settlement Class (as defined below), by and through Settlement Class Counsel (as defined below), and Defendant Service Employees International Union, Local 32BJ (“Defendant” or “SEIU 32BJ”), subject to Court Approval. Class Plaintiff and SEIU 32BJ may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, there is pending in the Superior Court of New Jersey, County of Bergen, Law Division, a Class Action captioned at Mateo, et al. v. SEIU 32BJ, No. 004121-22 (the “Litigation”), arising out of a data security incident whereby a third party allegedly gained access to certain of Defendant’s computer systems between October 21, 2021 and November 1, 2021 (the “Incident”);

WHEREAS, Class Plaintiff further alleges that as a result of the Incident his protected identifying information (“PII”) was compromised and that SEIU 32BJ failed to adequately safeguard this information;

WHEREAS, Class Plaintiff has asserted claims against SEIU 32BJ for (i) negligence, (ii) negligence *per se*, (iii) violation of the New Jersey Consumer Fraud Act, and (iv) declaratory judgment and equitable relief;

WHEREAS, the Parties, so as to explore resolution, agreed to engage in a mediation to seek to settle the claims;

WHEREAS, the Parties engaged in a full day of mediation with Joseph A. Dickson, United States Magistrate Judge (ret.) of the law firm Chiesa Shahinian & Giantomasi PC;

WHEREAS, as a result of the mediation, the Parties agreed to settle the Litigation without any admission of liability on the terms set forth herein and, in fact, SEIU 32BJ expressly denies that Class Plaintiff's PII was compromised and viewed by any third-party, that SEIU 32BJ failed to adequately safeguard any PII, or that Class Plaintiff or anyone else was injured by any act or omission committed by SEIU 32BJ;

WHEREAS, Class Plaintiff and SEIU 32BJ mutually desire to settle the Litigation fully, finally, and forever on behalf of the Settlement Class, including Class Plaintiff, for the Released Claims (as defined in ¶ 1.19 below) in accordance with the terms and conditions of the Settlement Agreement, which the Parties believe constitute a fair and reasonable compromise of the claims and defenses asserted in the Litigation and upon final approval of the Court;

WHEREAS, Class Plaintiff and SEIU 32BJ agree that this Settlement Agreement shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by SEIU 32BJ or of the truth of any of the claims or allegations alleged in the Litigation or as a waiver of any defenses thereto;

NOW, THEREFORE, it is agreed by and among the undersigned on behalf of Class Plaintiff, Settlement Class and SEIU 32BJ that all claims asserted against SEIU 32BJ in the

Litigation are settled, compromised and dismissed on the merits and with prejudice and, except as hereafter provided, without costs as to Class Plaintiff or SEIU 32BJ, subject to the approval of the Court, on the following terms and conditions:

I. DEFINITIONS

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

- 1.1. “Agreement” or “Settlement Agreement” means this agreement.
- 1.2. “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.
- 1.3. “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.
- 1.4. “Claims Administrator” means a company that is experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation, to be jointly agreed upon by the Parties and approved by the Court.
- 1.5. “Claims Deadline” means the postmark and/or online submission deadline for valid claims pursuant to ¶ 2.1.
- 1.6. “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.
- 1.7. “Court” means the Superior Court of Bergen County, New Jersey.
- 1.8. “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Settlement Agreement.
- 1.9. “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.11 herein have occurred and been met.

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

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

1.12. “Notice Specialist” means a company or such other notice specialist with recognized expertise in class action notice generally and data security litigation specifically, to be jointly agreed upon by the Parties and approved by the Court.

1.13. “Objection Date” means the date by which Settlement Class Members must mail their objection to the Settlement in order for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

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

1.15. “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or

agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.16. “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Parties’ proposed form of Preliminary Approval Order is attached hereto as Exhibit 1.

1.17. “Related Entities” means SEIU 32BJ’s respective past or present parents, subsidiaries, divisions, locals, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity.

1.18. “Released Claims” shall collectively mean any and all claims and causes of action including, without limitation, any causes of action under or relying on New Jersey or other state law or Federal law; relating to, concerning or arising out of the Incident and alleged compromise of PII as described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.19. “Released Persons” means SEIU 32BJ and its Related Entities and each of their past or present direct and indirect parents, subsidiaries, divisions, locals, partners, affiliates, and insurers, and their respective present and former stockholders, officers, directors, employees, managers, agents, and each of their respective predecessors, successors, heirs, executors, trustees, administrators, assigns, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

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

1.21. “Settlement Class” means all individuals residing in the United States whose PII was potentially compromised as a result of the Incident. SEIU 32BJ represents that the Settlement Class consists of approximately 230,487 individuals. The Settlement Class specifically excludes: (i) SEIU 32BJ and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Incident or who pleads nolo contendere to any such charge.

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

1.23. “Settlement Class Counsel” or “Class Counsel” means Golomb Spirt Grunfeld, P.C.

1.24. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Class Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Class Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits

conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Settlement Class Members, including Class Plaintiff, and any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Class Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.25. “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

II. SETTLEMENT BENEFITS

Subject to the terms of this Settlement Agreement, the overall amount for all payments made by SEIU 32BJ under this Section shall not exceed \$550,000, inclusive of all class relief, notice and administration costs, service awards, incentive payments, and attorneys’ fees and costs. The settlement floor shall be the lesser of either \$400,000.00 or the total amounts of all administration costs, attorneys’ fees, costs, incentive payments, and payments to class members

with each claimant receiving no more than double their cash reimbursement. SEIU 32BJ shall make available the following benefits to Settlement Class Members who submit a valid Claim Form, a form substantially similar to that attached hereto as Exhibit 2:

2.1. Compensation for Losses: Settlement Class Members may choose all applicable claim categories below. The overall compensation cap for any individual claimant is \$100.00 for all amounts claimed in Claim A, \$1,500.00 for all amounts claimed in Claim B and \$1,500.00 total for both categories.

(a) **Claim A: Compensation for Lost Time**. Settlement Class Members will be eligible for compensation of up to 4 hours of lost time (at \$25.00 per hour) spent dealing with the Incident, provided that the claimant attests that the lost time was spent dealing with issues relating to the Incident.

(b) **Claim B: Compensation for Ordinary or Extraordinary Losses**. Settlement Class Members will be eligible for compensation for ordinary or extraordinary losses, as defined below, upon submission of a claim and supporting documentation. Ordinary losses are: (i) out-of-pocket expenses incurred as result of the Incident, including unreimbursed bank fees, unreimbursed card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to the unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees, unreimbursed charges from banks or credit card companies, reasonable expenses relating to tax remediation efforts, and fees for credit reports, between October 21, 2021 and March 18, 2022; and (ii) the cost of purchasing credit monitoring or other identity theft insurance products purchased between October 21, 2021 and March 18, 2022. Extraordinary losses are losses associated with identity theft, fraud, and other actual misuse of personal information, provided that (i) the loss is an actual documented and unreimbursed monetary loss; (ii) the claimant provides

proof to the Claims Administrator that that loss was proximately caused by the Incident; (iii) the loss is not already covered by one or more of the ordinary loss compensation categories under Claim B; (iv) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring or identity monitoring insurance; and (v) the loss occurred between the date of the Incident and the Claims Deadline. The Settlement Class Member must provide proof to the Claims Administrator that the out-of-pocket expenses and charges claimed were both actually incurred and proximately caused by the Incident. Failure to provide supporting documentation as requested on the Claim Form shall result in denial of a claim.

(c) Settlement Class Members seeking reimbursement under this section must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before the 60th day after the deadline for the completion of providing notice to Settlement Class Members as set forth in ¶ 3.2 (previously defined as the “Claims Deadline” in ¶ 1.5). The notice to the class will specify this deadline and other relevant dates described herein. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.3.

(d) To the extent the total amount of the Settlement is less than the amount of \$400,000.00, the Approved Claims shall all be increased in an amount *pro rata*, but no claimant shall receive more than double their cash reimbursement.

(e) To the extent the total amount of the Settlement is more than the amount of \$550,000.00, the Approved Claims shall all be decreased in an amount *pro rata*.

2.2. Remedial Measures/Security Enhancements: SEIU 32BJ has implemented information security enhancements since the Incident, and SEIU 32BJ will commit to continue to

make additional security enhancements in the future. The enhancements include third party security monitoring, third party logging, network monitoring, firewall enhancements, email enhancements, and equipment upgrades. Nothing in this section shall create any contractual rights to any present or future equitable remedy requiring SEIU 32BJ to make or maintain any particular security processes or procedures in the future.

2.3. Dispute Resolution for Claims: The Claims Administrator, in his or her sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2.1; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Incident (collectively, “Facially Valid”). The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

(a) Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator may request additional information (“Claim Supplementation”) and give the claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within twenty-one (21) days of receipt of such Claim Form or ten (10) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with a claimant’s compliance with meeting the 30-day cure

period, the claimant may request and, for good cause shown (severe illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than thirty (30) days from the Effective Date. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Settlement Administrator may reject the claim without any further action.

2.4. Settlement Expenses: All costs for notice to the Settlement Class as required under ¶ 3.2, Costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, and the costs of Dispute Resolution described in ¶ 2.3, shall be paid by SEIU 32BJ.

2.5. Settlement Class Certification: The Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is otherwise terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Party's position on the issue of class certification or any other issue.

The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

III. ORDER OF PRELIMINARY APPROVAL AND PUBLISHING OF NOTICE OF FAIRNESS HEARING

3.1. As soon as practicable after the execution of the Settlement Agreement, Settlement Class Counsel and counsel for SEIU 32BJ shall jointly submit this Settlement Agreement to the Court and Settlement Class Counsel shall file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit 1, or an order substantially similar to such form, requesting, *inter alia*:

- (a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.5;
- (b) preliminary approval of the Settlement Agreement as set forth herein;
- (c) appointment of Settlement Class Counsel as Settlement Class Counsel;
- (d) appointment of Class Plaintiff as Class Representative;
- (e) approval of a customary form of short notice to be provided to Settlement Class Members (the "Short Notice") in a form substantially similar to the one attached hereto as Exhibit 3;
- (f) approval of a customary long form of notice ("Long Notice") to be posted on the Settlement Website in a form substantially similar to the one attached hereto as Exhibit 4, which, together with the Short Notice, shall include a fair summary of the Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement

Agreement, instructions for how to object to or opt out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;

(g) appointment of Kroll Settlement Administration LLC as the Notice Specialist and Claims Administrator; and

(h) approval of a claim form substantially similar to that attached hereto as Exhibit 2.

The Short Notice, Long Notice, and Claim Form have been reviewed and approved by the Notice Specialist and Claims Administrator and may be revised as agreed upon by the Parties.

3.2. SEIU 32BJ shall pay for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Attorneys' fees, costs, and expenses of Settlement Class Counsel, and a service award to the Class Representative, shall be paid by SEIU 32BJ as set forth in ¶ 7 below. Notice shall be provided to Settlement Class Members via e-mail or mail to the addresses provided by SEIU 32BJ. The notice plan shall be subject to approval by the Court as meeting constitutional due process requirements. The Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement and other documents as agreed upon by the Parties. A toll-free telephone help line shall be made available to provide Settlement Class Members with additional information about the settlement. The Claims Administrator also will provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement

Agreement, upon request. Prior to the Final Fairness Hearing, Settlement Class Counsel and SEIU 32BJ's counsel may file with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Notice Specialist and/or Claims Administrator, respectively, in consultation and agreement with the Parties, as may be reasonable and not inconsistent with such approval.

3.3. Settlement Class Counsel and SEIU 32BJ's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

IV. OPT-OUT PROCEDURES

4.1. Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. No joint or *en masse* opt outs will be effective. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than forty-five (45) days after the date on which notice is sent.

4.2. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3. Within seven (7) days after the Opt-Out deadline, the Claims Administrator shall furnish to Settlement Class Counsel and to SEIU 32BJ's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

4.4. Notwithstanding anything else in this Agreement, if 5% or more of the persons meeting the definition of Settlement Class Members opt-out, SEIU 32BJ shall have the unilateral option to terminate this Agreement at its sole discretion, and this Settlement Agreement shall be null and void and this settlement of no force and effect. If SEIU 32BJ so elects, it shall give notice of such termination in writing to Settlement Class Counsel no later than 10 business days after receiving the list of persons who have requested exclusion from the Settlement Class. If SEIU 32BJ terminates this Agreement, SEIU 32BJ shall be obligated to pay the Claims Administrator for all costs and expenses incurred by the Claims Administrator for work performed in connection with this Settlement Agreement.

V. OBJECTION PROCEDURES

5.1. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in

which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court no later than forty-five (45) days after notice is provided, and served concurrently therewith upon Settlement Class Counsel, Kenneth J. Grunfeld, Golomb Spirt Grunfeld PC, 1835 Market Street, Suite 2900, Philadelphia, Pennsylvania 19103; and counsel for SEIU 32BJ, Spencer Persson, Davis Wright Tremaine, LLP, 865 S. Figueroa Street, Suite 2400, Los Angeles, CA 90017.

5.2. Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 waives and forfeits any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the New Jersey Rules of Appellate Procedure and not through a collateral attack.

5.3. Any Settlement Class Member who both objects to the Settlement and opts out will be deemed to have opted out and the objection shall be deemed null and void.

VI. RELEASES

6.1. Upon the Effective Date, each Settlement Class Member, including Class Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Class Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing,

prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

6.2. Upon the Effective Date, the Class Plaintiff expressly acknowledges that he is waiving the protections of Section 1542, and that in addition to releasing SEIU 32BJ from the Released Claims, he releases the SEIU 32BJ from any and all liabilities, claims, causes of action, damages (whether actual, compensatory, statutory, punitive or of any other type), penalties, costs, attorneys' fees, losses, or demands, whether known or unknown, existing or suspected or unsuspected, regardless of their connection or relation to the Litigation or the Incident.

VII. SETTLEMENT CLASS COUNSEL'S ATTORNEYS' FEES, COSTS, AND EXPENSES; SERVICE AWARD TO CLASS PLAINTIFF

7.1. The Parties did not discuss the payment of attorneys' fees, costs, expenses and/or a service award to the Class Plaintiff, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that SEIU 32BJ would pay reasonable attorneys' fees, costs, expenses, and a service award to the Class Plaintiff as may be agreed to by SEIU 32BJ and Settlement Class Counsel and/or as ordered by the Court, or in the event of no agreement, then as ordered by the Court. SEIU 32BJ and Settlement Class Counsel then negotiated and agreed as follows:

7.2. SEIU 32BJ has agreed not to object to an award of up to one-third of the maximum total amount of the Settlement, or \$183,333.33 in total for attorneys' fees and reasonable costs to Settlement Class Counsel. Those fees shall be paid out of the Settlement Benefits set forth in Section II. SEIU 32BJ agrees that it has no right to appeal the amount of any award of attorneys' fees, costs or enhancements so long as the total amount awarded for attorneys' fees and costs does not exceed \$183,333.33.

7.3. Subject to Court approval, as part of the total amount of the Settlement, SEIU 32BJ has agreed to make a \$1,500 payment to the Class Plaintiff as a service award. The service award shall be paid out of the Settlement Benefits set forth in Section II.

7.4. The service award and any requirements for obtaining any such payment is separate and apart from, and in addition to, any potential recovery for the Class Plaintiff.

7.5. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Settlement Class Counsel or Class Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

7.6. A reduction by the Court or by an appellate court of the fees and costs awarded to Settlement Class Counsel shall not affect any of the Parties' rights and obligations under this Agreement, and shall only serve to reduce the amount of the fees and costs payable to Settlement Class Counsel

VIII. CLAIMS ADMINISTRATION

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2.1. Duties include but are not limited to: (i) obtaining the settlement class member list for the purpose of disseminating notice to Settlement Class Members; (ii) providing notice to Settlement Class Members; (iii) establishing and maintaining the settlement website and the toll-free telephone line; (iv) responding to any Settlement Class Member inquiries timely; (v) reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members; (vi) receiving requests to opt out from Settlement Class Members and providing Class Counsel and SEIU 32BJ Counsel a copy thereof; (vii) after the Effective Date, processing and transmitting payments to Settlement Class

Members; and (viii) providing reports to Settlement Class Counsel and SEIU 32BJ as to both claims and distribution.

8.2 All claims must be submitted or otherwise postmarked within 60 days after notice is provided. After reviewing each claim and all supporting documentation, the Claims Administrator shall determine whether a Settlement Class Member's claim is sufficient to support a claim and the amount of reimbursement to be paid to the Settlement Class Member. In making each determination, the Claims Administrator shall use reasonable procedures to screen claims for abuse, fraud, duplication, or ineligibility. If the Claims Administrator deems a claim to be incomplete or deficient, the Claims Administrator shall send the Settlement Class Member a notice requesting additional information and/or outlining any deficiencies and providing the Settlement Class Member 21 calendar days from the notice to provide the requested additional information and/or cure the outlined deficiencies. The Claims Administrator shall make a final and binding resolution with regard to whether the deficiency has been timely cured. If a Settlement Class Member fails to timely respond, his or her claim shall be denied.

8.3 The Claims Administrator shall issue a written approval or denial of all claims for reimbursement, with a copy to Settlement Counsel and Defense Counsel. All decisions of the Claims Administrator are final and binding; no right of appeal exists as to any Settlement Class Member or SEIU 32BJ. Although no formal right of appeal is available to the Settlement Class Members or SEIU 32BJ, the Claims Administrator has the authority to reverse a denial of any claim so long as it does so within 30 calendar days of the date of the denial letter. Settlement Class Members may not resubmit a claim for any out-of-pocket expense that was part of a prior claim. No decisions by the Claims Administrator shall be deemed to constitute a finding,

admission, or waiver by SEIU 32BJ as to any matter of fact, law or evidence having any collateral effect in any other proceeding or before any other forum or authority.

8.4 The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set forth in ¶ 2.3. All claims agreed to be paid in full by SEIU 32BJ shall be deemed valid.

8.5 Electronic payments or checks for approved claims shall be sent or mailed and postmarked within forty-five (45) days of the Effective Date, or within forty-five (45) days of the date that the claim is approved, whichever is later.

8.6 No Person shall have any claim against the Claims Administrator, SEIU 32BJ, Settlement Class Counsel, Class Plaintiffs, and/or SEIU 32BJ's counsel based on distributions of benefits to Settlement Class Members.

IX. PAYMENT SCHEDULE

9.1. SEIU 32BJ shall pay costs sufficient to fund the settlement as follows:

(a) Within thirty (30) days of the Court granting preliminary approval of this Settlement Agreement, SEIU 32BJ shall pay all costs associated with notifying the Settlement Class Members of this Settlement Agreement in an amount estimated by the Settlement Administrator;

(b) Within twenty-one (21) days of the Effective Date, and following receipt of a W-9 from both Class Counsel and Class Plaintiff, SEIU 32BJ shall deliver to Class Counsel the attorneys' fees and costs, and service award pursuant to ¶¶ 7.2 and 7.3;

(c) Within thirty (30) days of the Effective Date, SEIU 32BJ shall pay to the Settlement Administrator an amount sufficient to satisfy the full amount of Approved Claims. To the extent claims are finally approved after the deadline for the initial payment, the Settlement Administrator shall send monthly statements to counsel for SEIU 32BJ with additional

amounts due to pay for Approved Claims, and SEIU 32BJ shall pay those additional amounts within thirty (30) days of each monthly statement. Within forty-five (45) days of the Effective Date or within forty-five (45) days of the date that the claim is approved, whichever is later, the Settlement Administrator shall send or mail out payment for all valid claims.

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

10.1. The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

(a) the Court has entered the Order of Preliminary Approval as required by ¶ 3.1;

(b) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and

(c) the Judgment has become Final, as defined in ¶ 1.10 and 1.11.

10.2. If all of the conditions specified in ¶ 10.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 10.3 unless Settlement Class Counsel and SEIU 32BJ's counsel mutually agree in writing to proceed with the Settlement Agreement.

10.3. In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or its counsel, and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in

accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, SEIU 32BJ shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution pursuant to ¶ 2.3 above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

XI. SUMMARY OF TIMELINE

The proposed order granting preliminary approval of the settlement shall include the following timeline regarding settlement administration:

| | |
|---|--|
| Last day for SEIU 32BJ to provide the Claims Administrator with the Class List | 20 days after preliminary approval |
| Last day for Claims Administrator to mail and email the Settlement Class Notice to Settlement Class Members | 25 days after the Class List is provided |
| Last day for requests for exclusion from the settlement to be postmarked by Settlement Class Members | 45 days after notice is sent out |
| Last day for Settlement Class Members to submit objections to the settlement | 45 days after notice is sent out |
| Last day for Settlement Class Counsel to file motion for award of attorneys' fees, litigation costs, administration costs, and Settlement Class Representative's service payments | 45 days after notice is sent out |
| Last day to file a Claim Form for reimbursement of out-of-pocket losses or other expenses | 60 days after notice is sent out |
| Last day for Settlement Class Counsel to file motion for final approval of settlement | 7 days before the Fairness Hearing |
| Hearing on motion for final approval of settlement and motion for Settlement Class | As Ordered by the Court |

| | |
|---|--|
| Representative's service payments, administration costs and application for attorneys' fees and costs | |
|---|--|

XII. MISCELLANEOUS PROVISIONS

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

12.2. The Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the Settlement was negotiated in good faith by the Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

12.3. Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

12.4. This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the Settlement Class Notice after the Final Approval Order and Judgment is entered. Such prohibited collateral attacks shall include, but are not limited to, claims that the procedures for notice and/or claims administration were incorrect, claims that the Settlement Class Member failed for any reason to receive timely notice of the procedure for submitting a Claim Form or Election Form, or claims disputing the Claims Administrator's decision to approve or deny any claim for reimbursement.

12.5. Except as provided herein, neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, Settlement Class Members, or their respective counsel in the Action or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in evidence in any proceedings to enforce, construe, or finalize the settlement and this Agreement, or from being used in defense of any claims released under the Agreement.

12.6. 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 which may be instituted, prosecuted, or attempted in breach of this Agreement or to bring claims released under the Agreement. Any of the Released Parties may file this Agreement and/or the Final Approval Order and Judgment in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim or issue preclusion or similar defense or counterclaim in any court or administrative agency or other tribunal.

12.7. Any person that receives a distribution from this settlement shall be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. In no event shall SEIU 32BJ or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of any amount to the Class Plaintiff, Settlement Class Members, Settlement Counsel or any other person or entity.

12.8. Upon request, all documents and materials, if any, provided by the Parties shall be treated as confidential and returned and/or destroyed within sixty (60) days of the Effective Date. Such documents and materials, if any, may not be used for any purpose other than what they were provided for.

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

12.10. The Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the parties hereto, and no representations, warranties or inducements have been made to any party concerning the Settlement Agreement other than the representations, warranties and covenants contained and memorialized in such document. Except as otherwise provided herein, each party shall bear its own costs. This agreement supersedes all previous agreements made by the parties. Settlement Class Counsel, on behalf of the Settlement Class, is expressly authorized by the Class Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

12.11. This Settlement Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. This Settlement Agreement has been negotiated at arms-length by parties of equal bargaining power and drafted jointly by Settlement Counsel and Defense Counsel. Each of the Parties has had full opportunity to review and consider the contents of this Settlement Agreement, has read and fully understands the provisions of this Settlement Agreement, and has relied on the advice and representation of legal counsel of its own choosing. In the event that a dispute arises with respect to this Settlement Agreement, no Party shall assert that any other Party is the drafter of this Settlement Agreement or any part hereof, for purposes of resolving ambiguities that may be contained herein. If any provision of this Settlement Agreement shall be deemed ambiguous, that provision shall not be construed against any Party on the basis of the identity of the purported drafter of this Settlement Agreement or such provision hereof.

12.12. Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

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

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

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

12.16. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of New Jersey, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of New Jersey.

12.17. As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

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

12.19. For settlement benefits paid by check, cashing the settlement check is a condition precedent to the Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void one hundred and eighty (180) days after issuance.

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

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

Settlement Class Counsel:

GOLOMB SPIRT GRUNFELD, P.C.

By: _____

Dated: _____

Kenneth J. Grunfeld
Kevin W. Fay
1835 Market Street, Suite 2900
Philadelphia, Pennsylvania 19103
Telephone: (215) 346-7338
Facsimile: (215) 985-4169
kgrunfeld@GolombLegal.com
kfay@GolombLegal.com

Counsel for SEIU 32BJ:

DAVIS WRIGHT TREMAINE, LLP

By: _____

Dated: _____

Spencer Persson
865 S. Figueroa Street, Suite 2400
Los Angeles, CA 90017
Telephone: (213) 633-8634
Facsimile: (213) 633-6899
spencerpersson@dwt.com

Mohammad B. Pathan
1251 Avenue of the Americas, 21st Floor
New York, NY 10020
Tel: (212) 489-8230
mohammadpathan@dwt.com

CLASS REPRESENTATIVE:

DEFENDANT:

VICTOR MATEO

Dated: _____

By: _____

Dated: _____

EXHIBIT 1

VICTOR MATEO, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
32BJ.

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

DOCKET NO. BER-L-004121-22

CIVIL ACTION

**[proposed] ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT**

THIS MATTER having been brought before the Court on Motion for Preliminary Approval of a Class Action Settlement, filed by Plaintiff’s Counsel; and the Court having considered the terms and conditions of the Settlement Agreement; and for good cause appearing that the terms and conditions set forth in the Settlement Agreement were the result of good faith arm’s length settlement negotiations between competent and experienced counsel for both Plaintiff and Defendants:

IT IS ON THIS _____ DAY OF _____, 2023 ORDERED THAT:

1. This Court has jurisdiction over the Parties and the subject matter herein;
2. The terms of the Parties’ Settlement Agreement are hereby conditionally approved, subject to further consideration thereof at the Final Approval Hearing (or “Fairness Hearing”) provided for below. The Court finds that said settlement is sufficiently within the range of reasonableness and the notice of the proposed settlement should be given as provided in the Settlement Agreement;
3. This action arose out of a data breach in which an unknown third party allegedly gained access to certain computer systems of Defendant, which contained protected identifying information (“PII”) belonging to Plaintiff and the Settlement Class Members, between October 21,

2021 and November 1, 2021 (the “Incident”). The Court preliminarily certifies the following class for purposes of settlement only:

All individuals residing in the United States whose PII was potentially compromised as a result of the Incident.

4. The Court finds, only for purposes of preliminarily approving the settlement, that the requirements of R. 4:32-1, et seq. of the New Jersey Court Rules are satisfied, and that a class action is an appropriate means of resolving this litigation. All the prerequisites for class certification under R. 4:32-1(b)(1)(A) are present. The Settlement Class Members are identifiable and too numerous to be joined. Common questions of law and fact as to all Settlement Class Members predominate over individual issues and should be resolved in one proceeding with respect to all Settlement Class members. The Class Representative’s claims are typical of those of the Class. The class action mechanism is superior to alternative means for adjudicating and resolving this action;

5. For purposes of settlement only and pending final approval by this Court of the Settlement Agreement, the Court finds that Plaintiff, Victor Mateo, is an adequate class representative for the Settlement Class;

6. For purposes of settlement only and pending final approval by this Court of the Settlement Agreement, the Court finds that the following attorneys are designated as Class Counsel:

Kenneth J. Grunfeld, Esq.
Kevin W. Fay, Esq.
GOLOMB SPIRT GRUNFELD, P.C.
1835 Market Street, Suite 2900
Philadelphia, PA 19103

7. The Court approves the proposed notice attached to the Settlement Agreement and upon the Certification of Kenneth J. Grunfeld. The notice to be provided is hereby found to be the

best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed settlement and the Fairness Hearing to all persons and entities effected by and/or entitled to participate in the settlement, in full compliance with the notice requirements of R. 4:32-2(b) of the New Jersey Court Rules, due process, the Constitution of the United States, the laws of New Jersey and all other applicable laws. The notice is accurate, objective, informative, and provides the Settlement Class with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness. The Court finds that the notice adequately advises the Settlement Class about the class action; the terms of the proposed Settlement, the benefits to each Settlement Class Member, and the proposed fees, costs, and expenses to Class Counsel; each Settlement Class Member's right to object or opt out of the Settlement, and the timing and procedures for doing so; Preliminary Approval by the Court of the proposed Settlement; and the date of the Final Approval hearing as well as the rights of Settlement Class Members to file documentation in support of or in opposition to, and appear in connection with, said hearing. Non-material modifications to the form and content of the Notice may be made without further order of the Court.

8. The Court also approves the manner and timing of the notice to the Settlement Class as set forth in Section [III] of the Settlement Agreement. The Court further finds, as specifically described in the Settlement Agreement, that the sending of notice via e-mail to all Settlement Class Members for whom Defendant has provided the Settlement Administrator with an e-mail address; the mailing of the notice via U.S. mail to all Settlement Class members to their last known address for whom Defendant has not provided an e-mail address, with updates from the National Change of Address database; and the maintenance of a Settlement Website containing the Complaint, the Settlement Agreement, the Long-Form Notice, the Short-Form Notice, the Claim Form, the

Preliminary Approval Order, and any other documents that Class Counsel and Defendant's Counsel agree to post or that the Court orders posted, until sixty (60) calendar days after distribution of the Net Settlement Fund to Settlement Class Members has been completed, constitute reasonable notice to Settlement Class Members of their rights with respect to the class action and proposed Settlement. The Court hereby orders that the notice to the Settlement Class shall be affected in accordance with Section [III] of the Settlement Agreement;

9. The Parties are authorized to retain Kroll Settlement Administration LLC as the Settlement Administrator in accordance with the terms of the Settlement Agreement and this Order. All costs incurred in notifying the Settlement Class, as well as administering the Settlement Agreement, shall be paid as set forth in the Settlement Agreement;

10. Within twenty (20) calendar days of the Court's preliminary approval of the Settlement, SEIU 32BJ will provide the Settlement Administrator with, among other things as necessary, the following information for each Settlement Class Member: (a) name; (b) last known e-mail address, if available; and (3) last known mailing address, if available;

11. Within twenty-five (25) calendar days after the above information is provided, the Settlement Administrator shall send notice to Settlement Class Members in the manner specified in the Settlement Agreement;

12. The Court orders that any request for exclusion from the Settlement, in order to be timely and valid, must: (a) be postmarked no later than forty-five (45) calendar days after notice is sent; (b) include the Settlement Class Member's name, address, e-mail address, and telephone number; (c) state that the Settlement Class Member wants to be excluded from the Settlement in Mateo v. SEIU 32BJ, Case No. BER-L-004121-22, (Superior Court, Bergen County, NJ), and that the Settlement Class Member understands that he or she will receive no money from the

Settlement; (d) identify his or her counsel, if represented; and (e) be personally signed and dated by the Settlement Class Member.

13. If more than 5% of the total number of Settlement Class Members submit timely and valid opt-out requests, SEIU 32BJ shall have the option to void the Settlement. To exercise this option, SEIU 32BJ or its counsel shall give notice in writing to Settlement Class Counsel no later than ten (10) business days after receiving the last timely opt-out statement. If the Settlement Agreement is terminated or not consummated for this reason or any reason whatsoever, this conditional certification of the Settlement Class shall be void, with Defendant reserving its rights to oppose any and all future class certification motions on any grounds and Plaintiff similarly preserving all of his rights, including the right to move for class certification and/or to continue with the litigation;

14. Any participating Settlement Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement by filing an objection with the Court with copy to Settlement Class Counsel and Defendant's Counsel. Any objection must: (a) state the objector's name, address, e-mail address, and telephone number; (b) include the case name and case number of this Action (Mateo v. SEIU 32BJ, Case No. BER-L-004121-22, (Superior Court, Bergen County, NJ)); (c) include an explanation of the basis upon which the objector claims to be a Settlement Class Member; (d) include a statement with specificity of all grounds for the objection, accompanied by any legal support for the objection; (e) state whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (f) state the number of times in which the objector has objected to a class action settlement within the five (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 such objections that were issued by the trial and appellate courts in each listed case; (g) state the identity of all counsel who represent the objector in this matter, including any former or current counsel who may be entitled to compensation for any reason related to the objection; (h) provide a list of all other class action settlements to which the objector's counsel or counsel's law firm filed an objection within the five (5) years preceding the date that the objector or their counsel files the objection; (i) provide a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (j) state whether the objector intends to appear at the Final Approval Hearing and, if so, the identity of all counsel representing the objector who will appear at the Final Approval Hearing; and (k) include the objector's signature (an attorney's signature is not sufficient). To be timely, the objection must be postmarked no later than forty-five (45) calendar days after notice is sent. Any Participating Settlement Class Member who does not timely submit such a written objection will not be permitted to raise such objection, except for good cause shown, and any Participating Settlement Class Member who fails to object in the manner prescribed by this Order will be deemed to have waived, and will be foreclosed from raising, any such objection.

15. Any objector obtaining access to materials and/or information designated and/or deemed confidential must obtain leave of court and must agree to be bound by a confidentiality agreement and by all protective orders entered in this action;

16. Plaintiff and Settlement Class Counsel shall file their motion for their application for attorneys' fees, costs, and expenses, and for a Service Award for Plaintiff, no later than forty-five (45) calendar days after notice is sent or one hundred and five (105) calendar days after the Court's preliminary approval of the Settlement, whichever is later.

17. The last day for Class Members to file a Claim Form for reimbursement of out-of-pocket losses or other expenses shall be sixty (60) calendar days after notice is sent.

18. Defendant's counsel and Class Counsel are authorized to use and disclose such information as is contemplated and necessary to effectuate the terms and conditions of the Settlement Agreement and to protect the confidentiality of the names and addresses of the members of the Settlement Class and other confidential information pursuant to the terms of this Order.

19. On _____, 2023 at _____ a.m/p.m., a Final Approval Hearing will be held before the _____, J.S.C. in Courtroom _____ of the Superior Court of New Jersey, Bergen County Justice Center, 10 Main Street, Hackensack, New Jersey. The date and time of the Final Approval Hearing may, from time to time and without further notice to the Settlement Class (except those Settlement Class Members who file timely and valid objections), be continued or adjourned by order of the Court;

20. Plaintiff and Settlement Class Counsel shall file their Motion for Final Approval of the Settlement no later than seven (7) days before the Final Approval Hearing; and

21. The Motion for Preliminary Approval of the proposed settlement is hereby **GRANTED.**

Robert C. Wilson, J.S.C.

Unopposed
 Opposed

EXHIBIT 2

SEIU 32BJ DATA SECURITY INCIDENT

SETTLEMENT CLAIM FORM

This Claim Form should be filled out and submitted if you received notice that your Personal Identifiable Information was potentially compromised in the Data Security Incident that occurred with SEIU 32BJ's computer systems. You may receive a cash payment of (1) up to \$100 for compensation for up to 4 hours of lost time (at \$25.00 per hour) spent dealing with the Incident and/or (2) up to \$1,500 for reimbursement for documented ordinary or extraordinary losses, capped at \$1,500 total.

Please refer to the Settlement Notice posted on the settlement website, www.MateoDataIncidentSettlement.com, for more information.

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY: **DEADLINE**

CLASS MEMBER INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement.

First Name: _____ M: _____ Last: _____

Address: _____

City: _____ State: _____ ZIP: _____ Country: _____

Phone: _____ Email (*Optional*): _____

SETTLEMENT BENEFITS

Two types of benefits are available. First, you may recover payment to compensate you for the time you spent dealing with the Incident. Second, you may recover certain "ordinary or extraordinary losses" incurred as a result of the Incident upon submission of supporting documentation. Please refer to the Settlement Notice for more information.

To help us determine if you are entitled to a settlement payment, please provide as much information as possible.

1. Compensation for Lost Time

You are eligible for compensation of up to four hours of lost time spent dealing with the Incident (at \$25 per hour).

Check only one box.

How much time did you spend? 1 Hour 2 Hours 3 Hours 4 Hours

2. Documented Ordinary or Extraordinary Losses.

The types of expenses that you may claim include fees or other charges and other incidental losses you incurred as result of the Data Security Incident that occurred with SEIU 32BJ's computer systems between October 21, 2021 and March 18, 2022. Ordinary losses are: (i) out-of-pocket expenses incurred as result of the Incident, including unreimbursed bank fees, unreimbursed card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to the unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees, unreimbursed charges from banks or credit card companies, reasonable expenses relating to tax remediation efforts, and fees for credit reports purchased between October 21, 2021 and March 18, 2022; and (ii) the cost of purchasing credit

Questions? Call _____ or visit www.MateoDataIncidentSettlement.com

monitoring or other identity theft insurance products purchased between October 21, 2021 and March 18, 2022. Extraordinary losses are losses associated with identity theft, fraud, and other actual misuse of personal information, provided that (i) the loss is an actual documented and unreimbursed monetary loss; (ii) you provide proof that the loss was proximately caused by the Incident; (iii) the loss is not already covered by one or more of the ordinary loss compensation categories; (iv) you made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring or identity monitoring insurance; and (v) the loss occurred between the date of the Incident and the Claims Deadline.

| Date | Description | Amount |
|------|-------------|--------|
| | | |
| | | |
| | | |
| | | |
| | | |

Documentation is required for these claimed losses. Please be sure to include documentation to expedite the processing of your claim.

Settlement Class Members may claim up to **\$1,500 in total for ordinary or extraordinary losses** under this section.

ATTESTATION AND SIGNATURE

You must certify that the information you provided above is true and accurate. Please sign the following:

I declare under penalty of perjury under the laws of the United States that the information supplied in this Claim Form is true and correct to the best of my recollection. I understand that I may be asked to provide supplemental information by the Claims Administrator before my claim will be considered complete and valid.

Print Name: _____

Signature: _____ Date: _____

* * *

The deadline to submit this Claim Form and all required supporting documentation is _____:

This Claim Form may be submitted online at www.MateoDataIncidentSettlement.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, along with any supporting documentation, by U.S. Mail to:

Settlement Administrator
Street
City, State

Questions? Call _____ or visit www.MateoDataIncidentSettlement.com

EXHIBIT 3

Individuals who were notified by Service Employees International Union, Local 32BJ (SEIU 32BJ) that their Personal Identifiable Information (“PII”) was or may have been compromised in a Data Security Incident may be eligible for a payment from a class action settlement.

A New Jersey state Court ordered this notice. This is not a solicitation from a lawyer.

A settlement has been reached with SEIU 32BJ in a class action lawsuit about a data security incident (“Incident”). A lawsuit was filed asserting claims against SEIU 32BJ relating to the Incident. SEIU 32BJ denies all of the claims and says it did not do anything wrong.

WHAT HAPPENED? Plaintiffs allege that a third party allegedly gained access to certain of SEIU 32BJ’s computer systems between October 21, 2021 and November 1, 2021 which contained the protected identifying information (“PII”) of SEIU 32BJ’s current and former members and employees, including their names, addresses, dates of birth and social security numbers.

WHO IS INCLUDED? You received this email because SEIU 32BJ’s records show you are a member of the Settlement Class. The Settlement Class includes all residents of the United States whose PII was potentially compromised in the Incident.

SETTLEMENT BENEFITS. The settlement provides cash reimbursement of up to \$25 per hour (for a maximum of 4 hours) as compensation for time lost dealing with the Incident and up to \$1,500 for documented “ordinary or extraordinary losses” occurred as a result of the Incident, capped at \$1,500 total per person. Information on the settlement’s benefits is available on the website: www.MateoDataIncidentSettlement.com

CLAIM FORM. You must file a Claim Form to receive the Settlement Benefits. You can file a claim online at www.MateoDataIncidentSettlement.com, download a Claim Form at the website and mail it, or you may call _____ and ask that a Claim Form be mailed to you. The claim deadline is _____.

OTHER OPTIONS. If you do not want to be legally bound by the settlement, you must exclude yourself by _____. If you stay in the settlement, you may object to it by _____. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website www.MateoDataIncidentSettlement.com or call the toll-free number for a copy of the more detailed notice. On _____, the Court will hold a hearing on whether to approve the settlement, Class Counsel’s request for attorneys’ fees and reasonable costs, expenses and an incentive award for the Class Representative. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. Detailed information is available at the website and by calling the toll-free number below.

Questions? Call _____ or visit www.MateoDataIncidentSettlement.com

EXHIBIT 4

SUPERIOR COURT OF NEW JERSEY
BERGEN COUNTY LAW DIVISION
DOCKET NO: BER-L-004121-22

Individuals who were notified by Service Employees International Union, Local 32BJ that their confidential personal information was or may have been compromised in a Data Security Incident that occurred in October and November 2021 may be eligible for a payment from a class action settlement.

A New Jersey state court ordered this notice. This is not a solicitation from a lawyer.

- A settlement has been reached with Service Employees International Union, Local 32BJ (“SEIU 32BJ”) in a class action lawsuit about the data security incident (“the Data Security Incident”) that occurred between October 21, 2021 and November 1, 2021. SEIU 32BJ first announced the Data Security Incident on or about February 11, 2022 and began mailing notice letters to those whose information was identified as compromised. The lawsuit was filed asserting claims against SEIU 32BJ relating to the Data Security Incident. SEIU 32BJ denies all of the claims.
- Plaintiff alleges that between October 21, 2021 and November 1, 2021, SEIU 32BJ was the target of a Data Security Incident in which an unauthorized user gained access to certain of SEIU 32BJ’s computer systems, which resulted in the unauthorized access of personal information. Plaintiff alleges that, as a result of the Data Security Incident, an unauthorized user gained access to Personal Identifiable Information (“PII”) of Plaintiff and other class members. The PII included names, addresses and social security numbers. SEIU 32BJ expressly denies that Class Plaintiff’s PII was compromised and viewed by any third-party, that SEIU 32BJ failed to adequately safeguard any PII, or that Class Plaintiff or anyone else was injured by any act or omission committed by SEIU 32BJ.
- The Settlement Class includes all residents of the United States whose information may have been affected by the Data Security Incident. You should have received a letter from the Claims Administrator if you are a member of the Settlement Class. That notification included a unique username and password for you to verify your identity to receive the settlement benefits described in this notice. If for some reason you did not receive the letter, but believe you are a Settlement Class Member, please call _____ to verify your identity and receive further information on how to file a claim.
- The settlement provides cash reimbursement of up to \$25 per hour (for a maximum of 4 hours) as compensation for time lost dealing with the Data Security Incident, up to \$1,500 per person for documented “ordinary or extraordinary losses” incurred in responding to the Data Security Incident.
- You must file a Claim Form to receive a payment. You can file a claim online on this website, www.MateoDataIncidentSettlement.com, download a Claim Form and mail it, or you may call _____ and ask that a Claim Form be mailed to you. The claim deadline is _____. You must use the username and password received with your notification to verify your identity as a member of the Settlement Class. If for some reason you did not receive login information, but believe you are a Settlement Class Member, please call _____ to verify your identity and receive further information on how to file a claim.

**Your legal rights are affected even if you do nothing.
Read this Notice carefully.**

| Your Legal Rights & Options in this Settlement | | |
|---|---|-----------------|
| Submit a Claim | You must submit a claim to get a payment. | Deadline: _____ |
| Ask to be Excluded | This allows you to sue SEIU 32BJ over the claims resolved by this settlement. You will not get anything from this settlement. | Deadline: _____ |
| Object | Write to the Court about why you do not like the settlement. You can still obtain a payment despite objecting and unless you request exclusion. | Deadline: _____ |
| Do Nothing | You get no payment for lost time or reimbursement for expenses and you give up rights. | |

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still must decide whether to grant final approval of the settlement. Payments will only be made after the Court grants final approval of the settlement and after any appeals are resolved in favor of the settlement.

Questions? Call _____ or visit www.MateoDataIncidentSettlement.com

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BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this notice because you have a right to know about the proposed settlement in this class action lawsuit and about all of your options before the Court decides whether to grant “final approval” to the settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the settlement.

Judge Robert C. Wilson of the New Jersey Superior Court of Bergen County Law Division is overseeing this case, which is captioned *Victor Mateo, on behalf of himself and all others similarly situated v. SEIU 32BJ*, Docket No. BER-L-004121-22, Case Code 508. The person who sued is called the Plaintiff. SEIU 32BJ is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that SEIU 32BJ was responsible for the Data Security Incident that occurred, and asserts claims such as: negligence, negligence *per se*, violation of the New Jersey Consumer Fraud Act, and declaratory relief. The lawsuit seeks compensation for people who had losses as a result of the Data Security Incident.

SEIU 32BJ denies all of Plaintiff’s claims. SEIU 32BJ expressly denies that Class Plaintiff’s PII was compromised and viewed by any third-party, that SEIU 32BJ failed to adequately safeguard any PII, or that Class Plaintiff or anyone else was injured by any act or omission committed by SEIU 32BJ.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Representative Plaintiff(s)” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.” In this case, the Representative Plaintiff is Victor Mateo. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get compensation. The Representative Plaintiff and his attorneys believe the settlement is fair, reasonable, and adequate and, thus, in the best interests of the Settlement Class and its members. The settlement does not mean that SEIU 32BJ did anything wrong.

WHO IS IN THE SETTLEMENT?

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

You are included in the settlement if you reside in the United States and were sent a letter notifying you that your PII was or may have been compromised in the Data Security Incident announced by SEIU 32BJ on or about February 11, 2022. If you were affected, you should have received a letter notification. Specifically excluded from the Settlement Class are: (a) SEIU 32BJ and its respective officers and directors; (b) Settlement Class Members who timely and validly request exclusion from the Settlement Class (for more information about requesting exclusion see questions 13–15), (c) the Judge assigned to evaluate the fairness of this settlement; and (d) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the

Questions? Call _____ or visit www.MateoDataIncidentSettlement.com

criminal activity that caused the Data Security Incident or who pleads *nolo contendere* to any such charge.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the settlement, or have any other questions related to the settlement, you may:

1. Call _____;
2. Email _____; or
3. Write to:

Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The settlement will provide cash payments to people who submit valid claims for losses or time lost as a result of the Data Security Incident. If you have not received unique identifier login information, but believe you are a Settlement Class Member, please call **1-800-XXX-XXXX** to verify your identity and receive further information on how to file a claim.

8. What payments are available?

Settlement Class Members are eligible to receive cash reimbursement (capped in the aggregate amount of \$550,000) for the following categories of expenses:

- *Reimbursement for Lost Time:* Settlement Class Members may file a claim to receive a cash payment for up to four hours of lost time remedying issues related to the Data Security Incident, at a rate of \$25 per hour with an attestation and brief description of the actions taken to remedy issues and the time associated with each action.
- *Reimbursement for Ordinary or Extraordinary Losses:* Settlement Class Members may file a claim to receive cash payments of up to \$1,500 per person for ordinary and/or extraordinary losses incurred in responding to the Data Security Incident. Ordinary and/or Extraordinary Losses include:
 - Out-of-pocket expenses incurred as a result of the Data Security Incident including unreimbursed bank fees, unreimbursed credit card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to the unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees, unreimbursed charges from banks or credit card companies, or reasonable expenses relating to tax remediation efforts, and fees for credit reports between October 21, 2021 and March 18, 2022;
 - Cost of purchasing credit monitoring or other identity theft insurance products purchased between October 21, 2021 and March 18, 2022;
 - Losses associated with identity theft, fraud, and other actual misuse of personal information, provided that (i) the loss is an actual documented and unreimbursed monetary loss; (ii) you provide proof or documentation that that loss was proximately caused by the Data Security Incident; (iii) the loss is not already covered by one of the categories listed above; (iv) you made reasonable efforts to avoid the loss or seek

Questions? Call _____ or visit www.MateoDataIncidentSettlement.com

reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring or identity monitoring insurance; and (v) the loss occurred between October 21, 2021 and the Claims Deadline.

Reasonable documentation must be submitted with your Claim Form showing that the expenses were proximately caused by the Data Security Incident in order to receive reimbursement for out-of-pocket costs. More details are provided in the Settlement Agreement, which is available at www.MateoDataIncidentSettlement.com.

HOW TO GET BENEFITS

9. How do I get benefits?

To get payment from the settlement, you must complete a Claim Form. Please read the instructions carefully, fill out the Claim Form, provide reasonable documentation (where applicable), and submit it online or mail it postmarked no later than _____, to:

[]

You may submit a claim online or download a copy at www.MateoDataIncidentSettlement.com or you may request one by mail by calling _____.

10. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the required information is not provided timely, the claim will be considered invalid and will not be paid.

REMAINING IN THE SETTLEMENT

11. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the settlement, but if you want a payment, you must submit a Claim Form postmarked by _____.

12. What am I giving up as part of the Settlement?

If the settlement becomes final, you will give up your right to sue SEIU 32BJ for the claims being resolved by this settlement. The specific claims you are giving up against SEIU 32BJ are described in paragraphs 1.18 and 6.1 of the Settlement Agreement. You will be releasing SEIU 32BJ and all related people or entities as described in Section 1.19 of the Settlement Agreement. The Settlement Agreement is available at www.MateoDataIncidentSettlement.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 16 for free, or you can, of course, talk to your own lawyer at your own expense.

Questions? Call _____ or visit www.MateoDataIncidentSettlement.com

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue SEIU 32BJ about issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

13. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the settlement. You will also not be bound by any judgment in this case.

14. If I do not exclude myself, can I sue SEIU 32BJ for the same thing later?

No. Unless you exclude yourself, you give up any right to sue SEIU 32BJ for the claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the settlement in Case No. BER-L-004121-22 captioned Victor Mateo v. SEIU 32BJ. Include your name, address, and signature. You must mail your Exclusion Request postmarked by _____, to:

[]

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as Settlement Class Counsel: Golomb Spirt Grunfeld, P.C.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Settlement Class Counsel will request the Court’s approval of an award for attorneys’ fees and reasonable costs and expenses of up to \$183,333.33. Settlement Class Counsel will also request approval of an incentive award of up to \$1,500 for the Representative Plaintiff.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

18. How do I tell the Court that I do not like the Settlement?

Questions? Call _____ or visit www.MateoDataIncidentSettlement.com

You can object to the settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must file a written objection in this case, Case No. BER-L-004121-22 captioned Victor Mateo v. SEIU 32BJ, with the Clerk of the Court at the address below.

Your objection must include all of the following information: (i) your full name, address, telephone number, and e-mail address (if any); (ii) information identifying you as a Settlement Class Member; (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe applicable; (iv) the identity of all counsel representing you; (v) a statement whether you and/or your counsel will appear at the Final Fairness Hearing; (vi) your signature and the signature of your duly authorized attorney or other duly authorized representative, if applicable; and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

Your objection must be **postmarked** no later than _____ to:

Clerk of Court
Vicinage 2 Superior Court Bergen County
10 Main Street
Hackensack, NJ 07601

In addition, you must **mail** a copy of your objection to Class Counsel and Defense Counsel, postmarked no later than _____:

| Class Counsel | Defense Counsel |
|---|--|
| Kenneth J. Grunfeld Golomb Spirt Grunfeld PC 1835 Market Street, Suite 2900 Philadelphia, Pennsylvania 19103 | Spencer Persson Davis Wright Tremaine, LLP, 865 S. Figueroa Street, Suite 2400, Los Angeles, California 90017 |

19. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the settlement.

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing [telephonically] at _____ on _____. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check BER-L-004121-22 or call 1-800-xxx-xxxx.

Questions? Call _____ or visit www.MateoDataIncidentSettlement.com

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for an incentive award for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 18, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 18, including all the information required.

Your Objection must be **filed** with the Clerk of the Court no later than _____. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel listed in Question 18, postmarked no later than _____.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will get no monetary benefits from this settlement. Once the settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against SEIU 32BJ about the legal issues in this case, ever again.

You must exclude yourself from the settlement if you want to retain the right to sue SEIU 32BJ for the claims resolved by this settlement.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice only provides a summary the proposed settlement. Complete details about the settlement can be found in the Settlement Agreement available at www.MateoDataIncidentSettlement.com.

You may also:

1. Write to:
2. Visit the settlement website at www.MateoDataIncidentSettlement.com
3. Call the toll-free number _____.

Questions? Call _____ or visit www.MateoDataIncidentSettlement.com