

# **EXHIBIT**

# **1**

**COURT OF COMMON PLEAS  
KNOX COUNTY, OHIO  
GENERAL DIVISION**

**ANNA MORAN**, *et al*, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

**ARIEL CORPORATION**,

Defendant.

Case No. 24NG12-0399

Judge Richard Wetzel, Jr.

**SETTLEMENT AGREEMENT**

This Settlement Agreement is made and entered by and among the Settling Parties: Plaintiffs Anna Moran, William Bircher, Shane Littleton, and Stephanie Litzenberg (collectively, “Plaintiffs”),<sup>1</sup> individually and on behalf of the Settlement Class (defined below), by and through their counsel (“Class Counsel” or “Proposed Settlement Class Counsel”) and Ariel Corporation (“Ariel” or “Defendant,” and collectively with Plaintiffs, the “Parties”). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

**I. THE LITIGATION**

Plaintiffs allege that, between June 20 and June 27, 2024, a targeted cyberattack and data breach occurred on Defendant’s information systems, resulting in the unauthorized access of some personally identifiable information (“PII”) entrusted to the Defendant by Plaintiffs and Settlement Class Members, including names and Social Security numbers. On December 9, 2024, Plaintiff

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<sup>1</sup> Unless defined elsewhere, all capitalized terms shall have the meanings ascribed to them as those terms are defined in Section IV.

Littleton filed a class action complaint against Defendant in the United States District Court for the Southern District of Ohio. Plaintiffs Moran and Bircher filed separate class action complaints in Knox County on December 13 and December 16, 2024, respectively. Plaintiff Littleton voluntarily dismissed the case in the Southern District on January 15, 2025, and Plaintiff Bircher voluntarily dismissed the case in Knox County on January 23, 2025.

Thereafter, on February 7, 2025, Plaintiffs filed a consolidated class action complaint (“Complaint”) against Defendant, asserting claims for: negligence/negligence *per se*; breach of implied contract; breach of bailment; and invasion of privacy. Defendant filed a Motion to Dismiss Plaintiffs’ Complaint on July 1, 2025, and Plaintiffs filed a Response in Opposition on August 14, 2025. While Defendant’s Motion to Dismiss was pending, the Parties engaged in settlement discussions, ultimately agreeing upon the terms of a settlement, memorialized in this Settlement Agreement.

Pursuant to the terms delineated below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, in the Litigation against the Defendant and the Released Persons relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class Members.

## **II. CLAIMS OF PLAINTIFFS AND BENEFITS OF SETTLING**

Plaintiffs feel strongly that the claims asserted in this Litigation, as set forth in the Consolidated Class Action Complaint, have merit. However, Plaintiffs and Class Counsel are aware of the expense, length of continued litigation, and uncertain outcome of further litigation at this time, particularly given the complex nature of this class action. Proposed Settlement Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation.

They have concluded the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class Members.

### III. DENIAL OF WRONGDOING AND LIABILITY

Defendant denies the claims and contentions alleged against them in the Litigation. Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation.

### IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class Members, and Defendant that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. **Settlement Structure:** The settlement shall be administered on a wholly claims-made basis. To receive any relief, Settlement Class Members must submit a Valid Claim to the Settlement Administrator.

2. **Settlement Class Definition:** The “Settlement Class” means and shall include “**All individuals to whom Defendant sent notice of the Data Incident.**” Excluded from the Class are Defendant and its affiliates, parents, subsidiaries, officers, agents, and directors, as well as the judge(s) presiding over this matter and the clerks of said judge(s). A “Settlement Class Member” is a member of the Settlement Class that does not opt out (i.e., exclude themselves) from the Settlement Class.

3. **Additional Definitions:** As used in this Settlement Agreement, the following terms have the meanings specified below:

- 3.1. “Agreement” or “Settlement Agreement” means this agreement entered by the Plaintiffs and Defendant, including all exhibits.
- 3.2. “Claimant” means a Claimant who submits a Claim Form.
- 3.3. “Claim Form” means the form that will be used by Settlement Class Members to submit a Settlement Claim to the Settlement Administrator and that is substantially in the form as shown in **Exhibit A** to this Settlement Agreement.
- 3.4. “Claims Administration,” “Notice and Claims Administration” or “Settlement Administration” means the management and execution of the Court approved notice program to be used with the Settlement Class, the processing and payment of claims received from Settlement Class Members, and other tasks performed by the Settlement Administrator as part of its duties in administering the Agreement.
- 3.5. “Settlement Administrator” means Atticus Administration, LLC, a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.
- 3.6. “Claims Deadline” means the postmark and/or online submission deadline for Claims, which shall be 90 days after the Notice Commencement Date.
- 3.7. “Class Counsel” or “Proposed Settlement Class Counsel” means Terence R. Coates of Markovits, Stock & DeMarco, LLC; Raina Borrelli of Strauss Borrelli PLLC, Grayson Wells of Stranch, Jennings & Garvey, PLLC; and Jeff Ostrow of Kopelowitz Ostrow, P.A.
- 3.8. “Class List” means a list of individuals in the Settlement Class and postal addresses

Defendant has for those individuals and maintains in the ordinary course of business.

- 3.9. “Class Representatives” mean the Plaintiffs who sign this Agreement.
- 3.10. “Costs of Notice Claims Administration” means all actual costs of Claims Administration.
- 3.11. “Court” means the Knox County Court of Common Pleas and the Judge(s) assigned to the Litigation.
- 3.12. “Data Incident” means the data security incident that occurred in or around June 2024, affecting Ariel Corporation, and potentially, Settlement Class Members’ personally identifiable information.
- 3.13. “Effective Date” means the first date by which all of the events and conditions specified in Section 3.15 have occurred and been met. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the Attorneys’ Fees, Costs and/or Service Awards. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being the Attorneys’ Fees, Costs and/or Service Awards.
- 3.14. “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 Final Approval Order and Judgment; (iii) if an objection to the settlement has been submitted by a Settlement Class Member found by the Court to have standing to object, that objection has been overruled; and (iv) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Final Approval

Order and 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.

- 3.15. “Final Approval Hearing” means the hearing held before the Court during which the Court will consider granting final approval of the Settlement and the Motion for Attorneys’ Fees, Costs, and Service Awards.
- 3.16. “Final Approval Order and Judgment” means the final order the Court enters granting final approval of the Settlement. The proposed Final Approval Order and Judgment shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order and Judgment also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and Service Awards to the Class Representatives.
- 3.17. “Judgment” means a judgment rendered by the Court.
- 3.18. “Litigation” means the action *Moran, et al. v. Ariel Corporation*, Case No. 24NG12-0399 (Knox County, Ohio).
- 3.19. “Long Notice” means the long form notice of settlement to be posted on the Settlement Website, substantially in the form as shown in **Exhibit B** to this Settlement Agreement.
- 3.20. “Motion for Attorneys’ Fees, Costs, and Service Awards” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking approval for attorneys’ fees and costs for Class Counsel and Service Awards for Class Representatives.

- 3.21. “Notice Date” or “Notice Commencement Date” means thirty (30) days after the entry of the Preliminary Approval Order.
- 3.22. “Objection Date” means the date by which Settlement Class Members must mail to the Settlement Administrator their objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be seventy-four (74) days after the Notice Commencement Date. The Settlement Administrator, on receipt of an objection shall forward it promptly to Class Counsel and counsel for the Defendant.
- 3.23. “Opt-Out Date” means the date by which an individual in the Settlement Class must mail to the Settlement Administrator their request to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be seventy-four (74) days after the Notice Commencement Date.
- 3.24. “Person” means a natural individual, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.
- 3.25. “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached to this Settlement Agreement as **Exhibit C**.
- 3.26. “Released Claims” means any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, municipality or other governmental

entity, including, but not limited to, 15 U.S.C. § 45, *et seq.*, and all similar statutes in effect in any states in the United States; including, but not limited to, any claims under Ohio common law for invasion of privacy or public disclosure of private facts and all similar statutes or recognized causes of action in effect in any states in the United States; including, but not limited to, negligence, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, fraud, misrepresentation (whether fraudulent, negligent or innocent), unjust enrichment, bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver; whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the alleged access to and/or exfiltration of personal information, including but not limited to Social Security numbers, related to or caused by the Data Incident or the allegations, transactions, occurrences, operative facts, or circumstances alleged in or otherwise described in the Litigation, including in the Complaint. Released Claims shall include Unknown Claims as defined, *supra*.

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 Agreement and shall not include the claims of those individuals in the Settlement Class who have timely excluded themselves from the Settlement Class.

- 3.27. “Released Persons” means Defendant and its Related Entities and each of Defendant’s and the Related Entities’ past or present parents, subsidiaries, divisions, and controlled, related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, employees, attorneys, insurers, and reinsurers.
- 3.28. “Releasor” or “Releasors” shall refer, jointly and severally, and individually and collectively, to Plaintiffs and to Settlement Class Members, and to each of the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.
- 3.29. “Related Entities” means Defendant’s respective past or present parents, subsidiaries, divisions, and controlled, related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, employees, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person found by a court of competent jurisdiction to be guilty under criminal law of causing the Data Incident or who pleads *nolo contendere* to any such charge.
- 3.30. “Settlement Claim” means a claim for settlement benefits made using a Claim Form consistent with the terms of this Settlement Agreement.

3.31. “Settlement Class” means all individuals to whom Defendant sent notice of the Data Incident.

3.32. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including any Plaintiff, 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 Settling Parties agree that on the Effective Date, Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including Plaintiffs, may hereafter discover Unknown Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, on the Effective Date, fully, finally and forever settled and released any and all Unknown Claims. The Settling Parties acknowledge and

agree the foregoing waiver is a material element of the Settlement Agreement of which this release of Unknown Claims is a part.

3.33. “Valid Claims” means Settlement Claims that contain the appropriate documentation, in an amount approved by the Settlement Administrator and found to be valid through the claims process, to include any challenge to a Settlement Claim asserted by any Settling Party.

3.34. “Short Notice” means the short notice of the proposed class action settlement, substantially in the form as shown in **Exhibit D** to this Settlement Agreement. The Short Notice will direct recipients to the Settlement Website where recipients may view the Long Notice and make claims for available Settlement Class benefits. The Short Notice will also inform Settlement Class Members, *inter alia*, of the Claims Deadline, the Opt-Out Date and Objection Date, and the date of the Final Approval Hearing (as defined below).

3.35. “United States” means the 50 states within the country as well as the District of Columbia and all territories.

#### 4. **Settlement Benefits**

4.1. **Monetary Recovery:** Class Members will be eligible to make claims for monetary recovery (“Settlement Claims”) set forth in detail below.

4.2. Defendant agrees to make available the following compensation for Class Members who submit Valid Claims:.

4.3. **Compensation for Ordinary Losses and Lost Time:** All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for reimbursement for the following documented out-of-pocket losses caused by the

Data Incident (“Ordinary Losses”) and attested time spent responding to the Data Incident (“Lost Time”) that Settlement Class Members incurred/spent between June 20, 2024 and seven days after the Court approved notice of settlement is sent to the Settlement Class, not to exceed an aggregate total of \$500 per Settlement Class Member:

4.3.1. **Ordinary Losses:** Ordinary Losses incurred as a result of the Data Incident, include, but are not limited to: (i) bank fees, (ii) long distance telephone charges; (iii) cell phone voice charges (if charged by the minute) or data charges (if charged by the amount of data used); (iv) postage; (v) gasoline for local travel; or (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased as a result of the Data Incident. To receive reimbursement, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation to the Settlement Administrator.

4.3.2. **Lost Time:** Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of lost time spent dealing with the Data Incident (calculated at \$20 per hour), with a check-the-box(es) description of each activity performed and an attestation under penalty of perjury that any claimed lost time was spent responding to issues raised by the Data Incident.

4.4. Claims made for Lost Time can be combined with reimbursement for the above-referenced Ordinary Losses and claims for both Lost Time and Ordinary Losses are subject to the single total aggregate cap of \$500 per Settlement Class Member.

- 4.5. **Compensation for Extraordinary Losses:** Settlement Class Members can also receive reimbursement for their documented extraordinary monetary out-of-pocket expenses to the extent not already covered above if their identity was stolen or misused as a result of the Data Incident (“Extraordinary Losses”) in an amount not to exceed \$5,000 per Settlement Class Member. Settlement Class Members are eligible to receive reimbursement for the following Extraordinary Losses that meet the following conditions:
- 4.5.1. The loss is an actual, documented and unreimbursed monetary loss caused by (i) injurious misuse of a Settlement Class Member’s personally identifiable information (“PII”) or (ii) fraud associated with a Settlement Class Member’s PII;
  - 4.5.2. The loss noted in (i) or (ii), above, was more likely than not caused by the Data Incident;
  - 4.5.3. The loss occurred between June 27, 2024 and seven days after the Court-approved notice of settlement is sent to the Settlement Class; and;
  - 4.5.4. The loss is not already covered by the ordinary loss/lost time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the Settlement Class Member’s identity protection services or identity theft insurance, if any such services/insurance applies.
- 4.6. Examples of Extraordinary Losses include, but are not limited to: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result

of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations. To claim Extraordinary Losses, the Settlement Class Member must attest under penalty of perjury that he/she believes each claimed loss or expense was incurred as a result of the Data Incident and provide reasonable documentation of losses claimed.

- 4.7. **Alternative Cash Payment:** Settlement Class Members may select an alternative cash payment in the amount of \$50 in lieu of the relief identified in Sections 4.3-4.6, Settlement Class Members may elect the alternative cash payment and the credit monitoring identified in Section 4.8.
- 4.8. **Credit Monitoring Services:** All Settlement Class Members, with the submission of a Valid Claim, are eligible to receive two (2) years of three-bureau credit monitoring services that includes at least \$1,000,000 in fraud protection. No documentation is required to request this Settlement benefit.
- 4.9. Settlement Class Members seeking reimbursement under Sections 4.3 through 4.8 must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online by the Claims Deadline. The notice to the Settlement Class will specify this deadline and other relevant dates. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct to the best of his or her knowledge and belief and is

being made under penalty of perjury. Notarization shall not be required. For Ordinary Losses and Extraordinary Losses, a Settlement Class Member must submit reasonable documentation reflecting that claimed expenses were incurred because of the Data Incident and not otherwise reimbursed by another source. This documentation may include receipts or similar documentation showing costs incurred. “Self-prepared” documents, such as handwritten receipts, are insufficient to receive reimbursement, but may be considered by the Settlement Administrator to add clarity or support for a Settlement Claim.

4.10. **Limitations on Ordinary and Extraordinary Loss Expenses:** Before recovering any settlement benefits, the Settlement Class Members must exhaust all their existing credit monitoring insurance or other reimbursement insurance benefits covering losses due to identity theft and stolen funds available to them in connection with the credit monitoring protections already provided by Defendant. Defendant shall not be required to provide a double payment of the same loss or injury that was reimbursed or compensated by any other source.

4.11. **Data System Enhancements:** In connection with these settlement negotiations, Defendant has acknowledged (without any admission of liability), that it has made certain data system enhancements in light of the Data Incident.

4.11.1. Defendant agrees to generally disclose the data system enhancements to Class Counsel and estimate, if reasonably calculable, the annual cost of those enhancements for the next calendar year. The disclosure will not be provided to third parties unless the disclosure is compelled by law or Defendant expressly agrees to the disclosure.

4.11.2. Nothing in this paragraph shall create any contractual rights to any present or future equitable remedy requiring Defendant to establish or maintain any particular security processes or procedures in the future or otherwise take any action in response to this Litigation.

4.11.3. In addition, notwithstanding actions to enforce this settlement, nothing in this paragraph may be used to create a cause of action against Defendant or may be used in connection with any other matter against Defendant. Defendant's changes in systems or business practices shall not be considered in this Litigation or any other proceeding as an admission, concession, or evidence of any wrongdoing, liability, or presence or proof of damages.

4.12. **Aggregate Monetary Cap:** The aggregate monetary cap on Defendant's liability under this Settlement is \$575,000.

5. **Objection Procedures:** 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 and address; (ii) the case name and docket number, (iii) information identifying the objector as a Settlement Class Member, including proof the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he, she or they is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and (vii)

the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him, her or they in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to the Post Office box established by the Settlement Administrator. Proposed Settlement Class Counsel will file all objections with the Court with the Motion for Final Approval of the Settlement.

Any Settlement Class Member who fails to comply with the requirements for objecting in this Section shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of this Section of the Settlement Agreement. 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 applicable Ohio Rules of Civil Procedure and not through a collateral attack

6. **Opt-Out Procedure:** 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 Settlement Administrator. The written notice must clearly manifest a Person's intent to opt out of the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

All Persons who submit valid notices of their intent to opt out of the Settlement Class, as set forth 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 opt out of the Settlement Class in the manner set forth above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

Within ten (10) days of the Opt-Out Date, the Settlement Administrator shall notify counsel for the Parties of the number and identity of the persons opting out.

7. **Settlement Administration Fees:** Defendant shall be responsible for the cost of Settlement Administration. Defendant shall select, with named Plaintiffs' consent, the Settlement Administrator.

8. **Settlement Administration Process:** After the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice to the Settlement Class. Notice shall be provided by the Settlement Administrator as follows:

- 8.1. *Settlement Class Information:* No later than fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator the Class List.
- 8.2. The Class List and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement, or to provide all data and information in its possession to the Settling Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information. The Settlement Administrator shall ensure the Class List is kept confidential and secure from unauthorized third parties.
- 8.3. *Settlement Website:* Prior to the dissemination of the Class Notice, the Settlement Administrator shall establish a settlement website after obtaining the Parties'

agreement to the name/URL (“Settlement Website”). The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Agreement; (v) the Complaint; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide the Settlement Class the ability to complete and submit the Claim Form electronically.

8.4. *Short Notice:* By the Notice Commencement Date and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator will provide notice to the Settlement Class as follows:

8.4.1. Via mail to the postal address in Defendant’s possession. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of individuals in the Settlement Class through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;

8.4.2. In the event a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;

8.4.3. In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out Date and Objection Date, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the

recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner the Settlement Administrator customarily performs skip traces, to attempt to ascertain the current address in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

- 8.5. Publishing, on or before the Notice Commencement Date, the Claim Form, Long Notice and this Settlement Agreement on the Settlement Website, as specified and approved in the Preliminary Approval Order, and maintaining and updating the website for a period no less than 180 days after the Court’s determination on the motion for final approval of the settlement.
- 8.6. The Settlement Administrator will provide copies of the Long Notice and paper Claim Form, as well as this Settlement Agreement, upon request.
- 8.7. Contemporaneously with seeking final Court approval of the Settlement, Proposed Settlement Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.
- 8.8. The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Settlement Administrator in consultation and agreement with the Settling Parties as may be reasonable and not inconsistent with the Preliminary Approval Order.
- 8.9. Proposed Settlement Class Counsel shall request that after notice is completed the

Court hold a hearing (the “Final Approval Hearing”) and grant final approval of the settlement.

9. **Release:** On the Effective Date, Releasors fully, finally and forever release Defendant and all other Released Persons from the Released Claims, including Unknown Claims. Further, Releasors covenant and agree that they shall not hereafter seek to establish liability against Defendant, or any other Released Persons in whole or in part on any Released Claim.

10. **Claims Submission and Period:** The Parties agree that the period for filing claims via Claim Form will be set at a date certain at no more than 90 days from the date that notice is mailed to the Settlement Class Members.

10.1. Claim Forms must be submitted (either electronically submitted or postmarked) on or before the Claims Deadline.

10.2. Completed Claim Forms shall be submitted directly to the Settlement Administrator either electronically via the Settlement Website, via electronic mail, or via U.S. Mail for processing, assessment, and payment (when properly submitted)).

10.3. Any Claim Form that lacks the requisite information will be deemed to be incomplete and ineligible for payment. Any claim by an individual not on the Class List need not be considered for cure by the Settlement Administrator.

10.4. A Settlement Class Member is not entitled to any compensation if he or she submits a Claim Form after the Claims Deadline, and/or if the Claim Form is incomplete after an opportunity to cure any error(s) and/or omission(s) or contains false information. The Settlement Administrator shall design cure procedures consistent with the Court approved Preliminary Approval Order.

10.5. Within twenty-one days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and shall determine which claims are valid and initially approved and which claims are initially rejected. The Settlement Administrator, for purposes of initial approval only, may accept or reject any Claim Form submitted upon its sole discretion, and may request additional information prior to initially accepting or rejecting any Claim Form submitted. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for abuse and/or fraud and shall deny Claim Forms materially incomplete and/or where there is evidence of fraud, or where the Claim Form does not meet the requirements set forth in this Agreement.

10.6. Within forty-five days of the Claims Deadline, the Settlement Administrator will submit to Counsel for the Parties a report listing all initially approved claims (“Initially Approved Claims List”) and shall include an electronic PDF copy of all such initially approved Claim Forms. Within forty-five days after the Claims Deadline, the Settlement Administrator will also submit to the Parties a report listing all initially rejected Claims (“Initially Rejected Claims List”) and shall include an electronic PDF copy of all such initially rejected Claim Forms.

10.7. Counsel for the Parties shall have thirty days after the date they receive the Initially Approved Claims List and related Claim Forms to audit and challenge any initially approved claims. Within those thirty dates, Counsel for the Parties shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially approved claim they wish to challenge and the reasons for the challenge.

10.8. Counsel for the Parties may challenge any claim initially rejected by the Settlement Administrator. Counsel for the Parties shall have thirty days after the date they receive the

Initially Rejected Claims List and related Claim Forms to audit and challenge any initially rejected claims. Within those thirty days, Counsel for the Parties shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially rejected claim they wish to challenge and the reasons for the challenge.

10.9. Counsel for the Parties shall meet and confer in an effort to resolve any disputes over challenged claims. If the challenges are not withdrawn or resolved, the decision of the Settlement Administrator will be upheld. The date all claims are finalized without any further dispute shall be referred to as the “**Claims Finalization Date.**” If neither counsel for the Parties has challenges to the initial claim determinations reached by the Settlement Administrator, then the Claims Finalization Date shall be the date counsel for the Parties inform each other by email that the Parties do not have any objection to the claims determination made by the Settlement Administrator or the time for informing each other of such challenges has lapsed.

10.10. Within twenty-one days of the Claims Finalization Date, the Settlement Administrator shall provide Counsel for the Parties a spreadsheet setting forth the claim number, claimant name, and claimant address, and totaling the amount to be paid for each claimant under Paragraph 56 above (the “Final Claims List”). Within thirty days of the Claims Finalization Date, the Settlement Administrator shall send a check by First Class U.S. Mail or electronic payment to each Settlement Class Member on the Final Claims List.

11. **Service Award to Named Plaintiffs:** Subject to Court approval, Defendant agrees to pay an award to each Plaintiff separate and apart from any other sums agreed to under Section 4 (“Service Awards”). Class Counsel will seek Service Awards for the Plaintiffs as part of the Motion

for Attorneys' Fees, Costs, and Service Awards. Defendant will not oppose a request for Service Awards that does not exceed \$2,000 per Class Representative, for a maximum total of \$8,000 in Service Awards. These Service Awards were not discussed or negotiated until all other substantive terms for the settlement were finalized and agreed upon.

12. **Attorneys' Fees:** Subject to Court approval, Defendant agrees to pay an award of attorneys' fees and costs separate and apart from any other sums agreed to under Section 4. Class Counsel will seek attorneys' fees and costs as part of the Motion for Attorneys' Fees, Costs and Service Awards. Defendant will not oppose a request for attorneys' fees and costs that does not exceed \$195,000. These attorneys' fees and costs were not discussed or negotiated until all other substantive terms for the settlement were finalized and agreed upon.

13. **Order of Preliminary Approval and Publishing of Notice of Final Approval Hearing:** As soon as practicable after the execution of the Settlement Agreement, Proposed Settlement Class Counsel and counsel for Defendant shall jointly submit this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form substantially similar to **Exhibit C**, requesting, *inter alia*:

- 13.1. Certification of the Settlement Class;
- 13.2. Preliminary approval of the Settlement Class as set forth herein;
- 13.3. Appointment of Proposed Settlement Class Counsel as Settlement Class Counsel;
- 13.4. Appointment of Plaintiffs as Class Representatives;
- 13.5. Approval of the Short Notice to be emailed or mailed to the Settlement Class in a form substantially similar to the one attached as **Exhibit D** to this Settlement Agreement;

- 13.6. Approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit B** to this Settlement Agreement, which, together with the Short Notice, shall include a fair summary of the parties' respective litigation positions, statements that the settlement and notice of settlement are legitimate and that the Settlement Class is eligible to participate in the settlement benefits to the extent Settlement Class Members meet the criteria for each benefit, 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 Approval Hearing;
- 13.7. Approval of a Claim Form to be used by Settlement Class Members to make a claim in a form substantially similar to the one attached as **Exhibit A** to this Settlement Agreement; and
- 13.8. Appointment of Atticus Administration, LLC as the Settlement Administrator.
14. **Motion for Attorneys' Fees, Costs, and Service Awards and the Approval Hearing**

Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards, which will be filed fourteen (14) days before the deadline for Settlement Class Members to object or exclude themselves from the Settlement.

The Court will conduct the Final Approval Hearing after the Claims Deadline. At the Final Approval Hearing, the Court will consider whether the Settlement, including execution of notice to the Settlement Class and form and manner of the claims administration, is fair, reasonable, and adequate. At least seven days before the Final Approval Hearing, Class Counsel will file a Motion for final approval.

15. **Final Approval and Distribution of Settlement Funds.**

Not later than 30 days after the Effective Date, Defendant will pay all approved Service Awards, Attorneys' Fees and Expenses, Settlement Administration Fees, and the Settlement Payments.

16. **Conditions of Settlement, Effect of Disapproval, Cancellation or Termination**

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

- 16.1. The Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- 16.2. The Judgment has become Final, as defined in Section 3.

If all conditions specified in Sections 17.1 and 17.2 are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Section 17.4 unless Proposed Settlement Class Counsel and Defendant's counsel mutually agree in writing to proceed with the Settlement Agreement.

- 16.3. In the event that the Settlement Agreement or the releases set forth in Sections 17.1 and 17.2 are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling 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 Settling Party or Settling Party's counsel, and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated,

*nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, the Defendant shall be obligated to pay amounts already billed or incurred for Claims Administration.

17. **Miscellaneous Provisions**

- 17.1. The Settling Parties (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.
- 17.2. The Settling 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 Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. 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.

- 17.3. 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. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.
- 17.4. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.
- 17.5. The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.
- 17.6. This Settlement Agreement, including all exhibits hereto, contains the entire understanding between the Defendant and Plaintiffs regarding the terms of the settlement, including any payments thereunder, and supersedes all previous negotiations, agreements, commitments, understandings, and writings between the Defendant and Plaintiffs in connection with the settlement. Except as otherwise provided herein, each party shall bear its own costs.

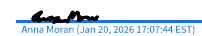
- 17.7. Proposed Settlement Class Counsel, on behalf of the Settlement Class, are expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.
- 17.8. 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.
- 17.9. 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.
- 17.10. 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. The Court shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

- 17.11. As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”
- 17.12. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Ohio, 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 Ohio.
- 17.13. All dollar amounts are in United States dollars (USD).
- 17.14. If a Settlement Class Member opts to receive settlement benefits via mailed check, cashing the settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: “This check must be cashed within ninety (90) days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until four months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and Defendant shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under Section 4 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days after the Effective Date, requests for re-issuance need not be honored after such checks become void.
- 17.15. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

<b><u>Grant of Preliminary Approval</u></b>	
Defendant to Provide Class List	+14 days from Preliminary Approval
Settlement Website activated	+30 days from Preliminary Approval
Notice Date	+30 days from Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives' Service Awards	+90 days from Preliminary Approval
Objection Deadline	+104 days from Preliminary Approval
Opt-Out Deadline	+104 days from Preliminary Approval
Claims Deadline	+120 days from Preliminary Approval
<b><u>Fairness Hearing</u></b>	
Motion for Final Approval	Not less than +150 days from Preliminary Approval
<b><u>Final Approval</u></b>	
Effective Date	+30 days from Final Approval Order entered (assuming no appeals)
Payment deadline, including payment of Class Representatives' Service Awards; payment of attorneys' fees and costs; and payment of Valid Claims	+30 days from Effective Date

IN WITNESS WHEREOF, the Settling Parties have executed the Agreement:

**Plaintiffs:**

  
Anna Moran (Jan 20, 2026 17:07:44 EST)  
 \_\_\_\_\_  
 Anna Moran

Date: 20/01/2026  
 \_\_\_\_\_

\_\_\_\_\_  
 William Bircher

Date: \_\_\_\_\_

\_\_\_\_\_  
 Shane Littleton

Date: \_\_\_\_\_

\_\_\_\_\_  
 Stephanie Litzenberg

Date: \_\_\_\_\_

**Defendant:**

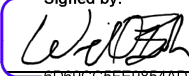
\_\_\_\_\_  
 Ariel Corporation

Date: \_\_\_\_\_

<b><u>Grant of Preliminary Approval</u></b>	
Defendant to Provide Class List	+14 days from Preliminary Approval
Settlement Website activated	+30 days from Preliminary Approval
Notice Date	+30 days from Preliminary Approval
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<b><u>Fairness Hearing</u></b>	
Motion for Final Approval	Not less than +150 days from Preliminary Approval
	-14 days before Fairness Hearing
<b><u>Final Approval</u></b>	
Effective Date	+30 days from Final Approval Order entered (assuming no appeals)
Payment deadline, including payment of Class Representatives’ Service Awards; payment of attorneys’ fees and costs; and payment of Valid Claims	+30 days from Effective Date

IN WITNESS WHEREOF, the Settling Parties have executed the Agreement:

**Plaintiffs:**

\_\_\_\_\_  
 Anna Moran  
Signed by:  
  
 \_\_\_\_\_  
 William Bircher

Date: \_\_\_\_\_

Date: 1/20/2026 | 12:47 PM CST

\_\_\_\_\_  
 Shane Littleton

Date: \_\_\_\_\_

\_\_\_\_\_  
 Stephanie Litzenberg

Date: \_\_\_\_\_

**Defendant:**

\_\_\_\_\_  
 Ariel Corporation

Date: \_\_\_\_\_

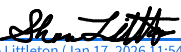
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	Not less than +150 days from Preliminary Approval
Motion for Final Approval	-14 days before Fairness Hearing
<b><u>Final Approval</u></b>	
Effective Date	+30 days from Final Approval Order entered (assuming no appeals)
Payment deadline, including payment of Class Representatives' Service Awards; payment of attorneys' fees and costs; and payment of Valid Claims	+30 days from Effective Date

IN WITNESS WHEREOF, the Settling Parties have executed the Agreement:

**Plaintiffs:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Anna Moran

\_\_\_\_\_ Date: \_\_\_\_\_  
William Bircher

  
Shane Littleton (Jan 17, 2026 11:54:36 EST)  
\_\_\_\_\_ Date: Jan 17, 2026  
Shane Littleton

\_\_\_\_\_ Date: \_\_\_\_\_  
Stephanie Litzenberg

**Defendant:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Ariel Corporation

<b><u>Grant of Preliminary Approval</u></b>	
Defendant to Provide Class List	+14 days from Preliminary Approval
Settlement Website activated	+30 days from Preliminary Approval
Notice Date	+30 days from Preliminary Approval
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<b><u>Fairness Hearing</u></b>	
Motion for Final Approval	Not less than +150 days from Preliminary Approval
	-14 days before Fairness Hearing
<b><u>Final Approval</u></b>	
Effective Date	+30 days from Final Approval Order entered (assuming no appeals)
Payment deadline, including payment of Class Representatives’ Service Awards; payment of attorneys’ fees and costs; and payment of Valid Claims	+30 days from Effective Date

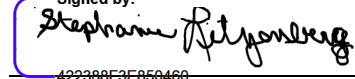
IN WITNESS WHEREOF, the Settling Parties have executed the Agreement:

**Plaintiffs:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Anna Moran

\_\_\_\_\_ Date: \_\_\_\_\_  
William Bircher

\_\_\_\_\_ Date: \_\_\_\_\_  
Shane Littleton

Signed by:  
  
422308F3E050460...  
 \_\_\_\_\_ Date: 1/23/2026 | 11:14 AM CST  
 Stephanie Litzenberg

**Defendant:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Ariel Corporation

<b><u>Grant of Preliminary Approval</u></b>	
Defendant to Provide Class List	+14 days from Preliminary Approval
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Notice Date	+30 days from Preliminary Approval
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IN WITNESS WHEREOF, the Settling Parties have executed the Agreement:

**Plaintiffs:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Anna Moran

\_\_\_\_\_ Date: \_\_\_\_\_  
William Bircher

\_\_\_\_\_ Date: \_\_\_\_\_  
Shane Littleton

\_\_\_\_\_ Date: \_\_\_\_\_  
Stephanie Litzenberg

**Defendant:**

 Date: 1/22/2026  
Ariel Corporation