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# SETTLEMENT AGREEMENT

This matter has been resolved by compromise, and subject to Court approval of the terms and conditions of this Settlement Agreement ("Stipulation"), is made and entered into, as of June __, 2025, by and among Plaintiff Eric Crain (the "**Named Plaintiff**"), on behalf of himself and putative plaintiff settlement class defined below (the "**Settlement Class**" and, with the Named Plaintiff, the "**Plaintiff**"), and Intelifi, Inc., ("**Intelifi**" or "**Defendant**") related to claims in *Eric Crain v. Intelifi, Inc,.* No. 23STCV11103 (Superior Court for the State of California for the County of Los Angeles) (the "**Action**"). Plaintiff and Defendant are collectively referred to herein as the "**Parties**." This Stipulation is intended by the 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 ("Settlement"). This Settlement Agreement is intended by the Parties, as represented by Counsel, to settle the class action claims as follows:

## I. THE FAIR CREDIT REPORTING ACT CLAIMS

On May 16, 2023, Plaintiff filed a Complaint in the Superior Court of the State of California, for the County of Los Angeles, Case No.: 23STCV11103. On September 14, 2023, Defendant filed its Answer and Affirmative Defenses. On the same date, Defendant removed the State matter to the United States District Court for the Central District of California [Dkt 1], Case No.: 23-cv-07670-JFW-AGR. Plaintiff filed a Motion for Remand on October 13, 2023 [Dkt. 24]. Although Defendant opposed the Motion for Remand [Dkt. 25], the Court granted Plaintiff's Motion and remanded proceedings back to the Superior Court of California on November 6, 2023 [Dkt. 27]. This matter remains under the jurisdiction of the Superior Court of California, County of Los Angeles.

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The Action alleges that Defendant violated 15 U.S.C § 1681b(b)(1)(A)(i)-(ii) of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681a–1681x ("FCRA"), in connection with providing background reports for employment purposes. The Action is filed on behalf of the Named Plaintiff, individually, as well as on behalf of a class of consumers who allege Defendant released their consumer reports illegally. Defendant denies Plaintiff's allegations and denies that it committed any FCRA violations.

Plaintiff and the putative class members in the Action are represented by Marc R. Edelman of Morgan & Morgan P.C., and Craig Marchiando of Consumer Litigation Associates ("Class Counsel"). Defendant is represented by Ian Feldman and Tyler Costanzo of Clausen Miller, P.C. ("Defense Counsel").

Following the filing of the Action, the Parties engaged in written discovery through which Class Counsel was provided with information concerning Defendant's policies and procedures and Defendant's ability to identify the consumers on whom it issued reports. The Parties also participated in a full-day mediation which resulted in this Settlement.

## II. DEFENDANT DENIES WRONGDOING AND LIABILITY

Defendant denies all charges of wrongdoing or liability arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action and believes it has multiple legal and factual defenses to the Released Claims asserted by the Plaintiff and the putative class members in this Action. The defendant believes that if the lawsuit proceeds, class certification will be denied, and the defendant will succeed either in a motion for summary judgment or at trial. Defendant, however, has agreed to settle this Action to avoid further fees and expenses and to bring closure to this litigation. This Settlement constitutes a compromise settlement of disputed claims and shall not be deemed or construed to be an admission or acknowledgement of liability on any allegations or claim asserted in this Action.

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## III. CLAIMS OF PLAINTIFF AND BENEFITS OF SETTLEMENT

Plaintiff believes that the claims asserted in the lawsuit have merit and that if the case is not settled, Plaintiff will prevail at trial. However, Plaintiff and Class Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the case against Defendant through trial and through appeals. Plaintiff and Class Counsel also have taken into account the uncertain outcome and the risk of any litigation, including proceedings involving class certification. Plaintiff and Class Counsel believe that the settlement set forth in this Settlement Agreement confers substantial benefits on the Settlement Class and is fair, reasonable, and adequate, and in the best interests of Plaintiff and the Settlement Class.

## IV. TERMS OF THE AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Parties, by and through their respective attorneys, that, subject to the approval of the Court, the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice upon and subject to the terms and conditions of the Settlement as follows:

### 1. Definitions

**1.1.** "Action" means the case styled *Eric Crain, for himself and on behalf of all others similarly situated v. Intelifi, Inc.,* currently pending in the Superior Court of the State of California for the County of Los Angeles, Case No.: 23STCV11103.

**1.2.** "Class Counsel" means Marc R. Edelman of Morgan & Morgan, P.A., and Craig C. Marchiando of Consumer Litigation Associates, P.C.

**1.3.** "Class Member" or "Settlement Class Member" means any member of the Settlement Class, as set forth in Section 2.2 below, but specifically does not include those individuals who timely opt-out of the Settlement as forth in Section 4.7.

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**1.4.** "Class Period" means May 16, 2018, and the present.

**1.5.** "Court" means the Superior Court for the State of California County of Los Angeles.

**1.6.** "Defense Counsel" means Ian Feldman, Brittany Perez and Tyler Costanzo.

**1.7.** "Effective Date" means the date on which the Judgment approving this Settlement becomes Final.

**1.8.** "FCRA" means the Fair Credit Reporting Act, 15 U.S.C. §§ 1681a–x.

**1.9.** "Final" means thirty (30) days after the Court's entry of final judgment, provided there are no objectors to the settlement or appeals in the action made or noted during that period in accordance with Federal Rules of Appellate Procedure 3 and 4. If a Class Member objects to or appeals the Settlement, "Final" means the date on which all appellate rights with respect to the Judgment have expired or have been exhausted in such a manner as to affirm the Judgment, including review by the United States Supreme Court.

**1.10.** "Final Approval Hearing" means the hearing scheduled to consider final approval of the Settlement and awards to the Class Representatives and Class Counsel.

**1.11.** "Final Approval Order" or "Judgment" means a judgment and order of dismissal entered by the Court in the Action granting final approval of the Settlement and entering a judgment according to the terms set forth in this Settlement.

**1.12.** "Named Plaintiff" means Eric Crain.

**1.13.** "Notice" means the form of notice to be provided to the Settlement Class after preliminary approval of this Settlement by the Court, as further described in Section 4.

**1.14.** "Opt-Out" means to timely request exclusion from the Settlement pursuant to the procedure set forth in Section 4.9.

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**1.15.** "Person" means an individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited 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 spouses, heirs, predecessors, successors, representatives, or assignees.

**1.16.** "Preliminary Approval Order" means the order proposed and submitted by the Parties as set forth in Section 4.1.

**1.17.** "Released Claims" means all class action and individual claims under 15 U.S.C. §§ 1681b(b)(1)(A) against Defendant (including against Defendant's insurers) arising from the issuance of consumer reports used for employment purposes. Plaintiff and all Class Members release their right to bring a class action or individual action as well as actual, statutory and punitive damages and any other remedy based upon such Released Claims.

**1.18.** "Defendant" means Intelifi, Inc., and its current and former parents, subsidiaries, affiliates, divisions, associates, agents, successors, assignors, assignees, and/or assigns and their respective subsidiaries, affiliates, divisions, associates, agents, successors, assignors, assignees and/or assigns, and each of their respective present, former or future officers, directors, shareholders, agents, control persons, advisors, employees, representatives, consultants, insurers and reinsurers, accountants, attorneys, and any representative of the above. "Defendant" does not include any employer, user or subscriber of Intelifi's or Superior Occupational Solutions' consumer information, or any reseller of such information from Intelifi's or any provider of such information unless such person is also affiliated by common ownership.

**1.19.** "Settlement" means the terms and conditions of settlement as described in this Settlement Agreement.

**1.20.** "Settlement Class" has the meaning set forth in Section 2 below.

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**1.21.** "Settlement Fund" means the amounts set forth in Section 2.5.

**1.22.** "Settlement Hearing" means the hearing described in Section 5.

**1.23.** "Settling Parties" means Named Plaintiff, Eric Crain, and Defendant as described in Sections 1.12 and 1.18.

**1.24.** "Terminating Events" shall have the meaning set forth in Section 8 below.

**1.25.** "Termination Notice" shall have the meaning set forth in Section 8.2 below.

## 2. The Settlement

**2.1.** For the purposes of effectuating the Settlement only, Class Members and Defendant agree jointly to request that the Court certify the Settlement Class as set forth herein.

**2.2.** The "**Settlement Class**" consists of: All natural persons residing in the United States (including all territories and other political subdivisions of the United States) who were the subject of a consumer report furnished by Intelifi to Superior Occupational Solutions for employment purposes between May 16, 2018, and the present, whose report contained a criminal history of misdemeanor or higher.

Excluded from the class definition are any employees, officers, or directors of the Defendant, any attorney appearing in this case, and any judge assigned to hear this action, together with their immediate family members and any persons employed by him or her.

The Parties believe that the Settlement Class consists of approximately 167 individual members, and this is a material term of this Settlement.

**2.3.** On the Effective Date, the Settlement Class forth in Section 2.2 above shall become permanently certified unless the Judgment does not become Final.

**2.4.** In the event the Settlement is not preliminarily and finally approved and implemented, or the Judgment does not become Final, the Settlement Class is dissolved without prejudice or inference regarding the appropriateness of class certification and thereafter the issue

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of class certification will be decided *de novo*, and Defendant is not precluded from challenging class certification.

**2.5.** Defendant agrees to pay a total of EIGHTY-THREE THOUSAND AND FIVE HUNDRED DOLLARS ($83,500.00) to settle the claims asserted by the Settlement Class (the "Settlement Fund").

**2.5.1.** The Settlement Fund shall be disbursed as follows: an equal payment to each member of the Settlement Class, subject to reduction for (a) attorneys' fees and costs not in excess of thirty percent (30%) of the Settlement Fund, as awarded by the Court; (b) a service award to the Named Plaintiff in the amount of Two Thousand and Five Hundred Dollars ($2,500.00), subject to Court approval; (c) the cost of Notice and Settlement Administration.

**2.5.2.** In order to receive a payment from the Settlement Fund, members of the Settlement Class do not need to do anything.

**2.5.3.** Any amounts paid from the Settlement Fund that are not distributed or collected, including uncashed checks, shall be distributed *cypres* to the State Bar of California Greg E. Knoll Justice Gap Fund, subject to Court approval.

**2.6.** Defendant shall deposit the Settlement Fund into an interest-bearing account. Defendant shall complete deposit within seven (7) days of an order preliminarily approving the Settlement.

**2.7.** Within fourteen days of the Effective Date, the Settlement Administrator shall mail checks to the Settlement Class Members who have not opted out of the Settlement.

**2.8.** All checks paid pursuant to this Settlement shall become stale after sixty (60) days of mailing. Upon receipt of any undelivered check, the Settlement Administrator shall take commercially reasonable efforts to identify mailing addresses and re-mail any checks returned as undeliverable. The Settlement Administrator shall not mail checks to addresses it has already

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confirmed are incorrect or to whom a class member's notice was undeliverable. The amounts of such otherwise undeliverable checks shall remain within the Settlement Fund for distribution to all class members as otherwise provided in this Settlement Agreement. Any remaining funds shall, subject to Court approval, be distributed to the Parties' agreed-upon *cypres* recipient.

**2.9.** All taxes on the income of the Settlement Fund and tax-related expenses incurred in connection with the taxation of the Settlement Fund, if any, shall be paid out of the Settlement Fund.

2.10 Members of the Settlement Class shall be solely responsible for the taxes, interest, and penalties due and owing, if any, should the payment of Settlement Funds, or any portion thereof, be determined to be taxable.

## 3. Release

Upon funding of the Settlement Agreement, each member of the Settlement Class who has not validly opted out of the Settlement shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against Defendant.

Pursuant to California Civil Code §1542, a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in their favor at the time of executing the release and that, if known by them, would have materially affected their settlement with the debtor or released party.

## 4. Notice of Order and Settlement Hearing

**4.1.** On execution of this Settlement, the Settling Parties shall jointly apply to the Court for preliminary approval of the Settlement set forth in this Settlement Agreement. It is contemplated that the consent motion for preliminary approval will be filed contemporaneously with the filing of this Settlement Agreement. The Parties shall submit to the Court the Settlement

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Agreement, together with its Exhibits, and shall apply for entry of this Preliminary Approval Order, substantially in the form and content of Exhibit A hereto, requesting, *inter alia*, (a) preliminary approval of the Settlement; (b) preliminary certification of the Settlement Class; (c) approval for the distribution of the Notice substantially in the form and content of Exhibit B hereto; and (d) a time and date for the Final Approval Hearing.

**4.2.** No later than seven (7) calendar days after entry of the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator and to Class Counsel, in a mutually agreeable electronic format, the list of names and addresses of the individuals that comprise the Settlement Class (the "Class List"). Class Counsel will have three business days to note any objections to the content or format of the Class List, which will otherwise be deemed acceptable and approved for use by the Settlement Administrator.

**4.3.** The Settlement Administrator shall mail to each member of the Settlement Class the appropriate Notice within fourteen (14) days after receiving the Class List in substantially similar form as the Notices attached hereto as Exhibit B, notifying each Class Member of his or her right to participate in the settlement or to object to or opt out of the settlement.

**4.4.** The Notices will be sent to the last known address that can be contemporaneously verified by the Settlement Administrator using commercially reasonable methods. If a Notice is returned, the Settlement Administrator shall use commercially reasonable methods to re-mail the Notice.

**4.5.** All Settlement Class Members who do not opt out or object within sixty (60) days from the date of mailing the Notices, as described in the Notices, shall be considered Settlement Class Members and shall be bound by the terms of the Settlement. For Notices that are returned and re-mailed, the deadline for opting out or objecting shall be extended up to sixty (60) days from the date of re-mailing.

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**4.6.** Members of the Settlement Class shall be informed in the Notice, Exhibit B, that they are entitled to the cash funds, as set forth in Section 2.5, without the need to submit a claim to receive payment.

**4.7.** **Procedure to Opt-Out of the Settlement:** Class Members will have 60 days from the date Notice is sent to submit a Request for Exclusion. A Settlement Class member may request to be excluded from the Settlement Class by sending a written or electronic request for exclusion to the Settlement Administrator. To be effective, the Settlement Class Member's Request for Exclusion must contain: (1) an identifying reference to the case; (2) the Class Member's full name; (3) the Class Member's current mailing address; (4) the Class Member's telephone number; (5) the last four digits of the Class Member's Social Security Number; (6) a statement of the Class Member's desire to be excluded from the Settlement Class; and (7) the Class Member's signature or the signature of an authorized representative. Requests for Exclusion must be postmarked no later than the Opt-Out Deadline, or the deadline set by the Court in the Preliminary Approval Order. In no event shall persons who purport to opt out of the Settlement Class as a group, on an aggregate basis or as a class involving more than one Class Member be considered valid Opt-Outs. Requests for Exclusion that do not comply with any of the foregoing requirements are invalid. No later than seven (7) business days after the deadline for submission of a request to opt out, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a complete list of all Requests for Exclusion, together with copies of the opt-out requests. Class Members who do not submit a timely Request for Exclusion shall be bound by the terms of this Settlement Agreement and shall have released each of the Released Claims. If the number of valid Requests for Exclusion exceeds twenty (20), then Defendants may in their discretion rescind this Agreement.

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**4.8.** **Procedure to Object to the Settlement:** Class Members will have 60 days from the date Notice is sent to object to the Settlement. Any Settlement Class Member who wishes to object to the Settlement may do so by filing with the Settlement Administrator a notice of their intention to object (which shall set forth each objection and the basis therefore and containing the objecting Class Member's original signature), along with any papers in support of their position. Objections must be mailed so that they are postmarked no later than the Objection Deadline, or the deadline set by the Court in the Preliminary Approval Order. Objections to Class Counsel's attorneys' fees may be supplemented up to seven (7) days after the filing of a motion for such fees to address additional information or materials in the motion. Objections must indicate whether the Class member and/or their attorney(s) intends to appear at the Final Approval Hearing and must identify any documents the attorney(s) intend to introduce at the Final Approval Hearing. Any attorney who intends to appear at the Final Approval Hearing must enter a written Notice of Appearance of Counsel with the Clerk of Court no later than the deadline set by the Court in the Preliminary Approval Order. Any individual who fails to comply with this requirement will be deemed to t have waived any right to submit and Objection.

## 5. Final Approval Hearing Judgment and Notice

**5.1.** The Final Approval Hearing, as established in the Notice Order, shall be for the purpose of consideration of Final approval of the Settlement set forth in this Settlement Agreement.

**5.2.** No later than ten (10) calendar days before the Final Approval Hearing, the Settlement Administrator will certify to the Court that it has fully complied with the notice provisions set forth Section 4 herein.

## 6. Administration and Supervision of the Settlement Fund

**6.1.** A Settlement Administrator will be a neutral third party mutually agreeable to the parties, approved by and responsible to the Court, and shall directly administer the Notice of the

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Settlement, the claims process and shall control the Settlement Fund, subject to Court approval. The Settlement Administrator shall administer and oversee the mailing of the Court-approved Notices and distribution of funds from the Settlement Fund only with mutual approval of both Defendant and Class Counsel. All funds shall be maintained in a bank escrow account unless the parties jointly agree otherwise. On completion of the administration of the Settlement, the Settlement Administrator shall provide or cause to be provided to the Court a final report on its administration of the Settlement. The Settlement Administrator shall have and shall provide to Class Counsel and Defense Counsel reasonable access to documents relating to compliance and administration of the Settlement, with the right, but not the obligation, to review and audit the documents to determine full compliance with the terms of the Settlement. The Settlement Administrator shall hold all documents and information received regarding Class Members and Potential Class Members in confidence and not use such information for any purpose apart from administering the settlement.

**6.2.** No person shall have any claim against the Settlement Administrator, Class Counsel, Defense Counsel and/or Defendant based on the monetary payments made substantially in accordance with this Settlement Agreement, or further order(s) of the Court or stipulations of the Parties on the record.

## 7. Plaintiffs' Counsel's Attorneys' Fees and Reimbursement of Expenses

**7.1.** Class Counsel shall make an application to the Court for an award from the Settlement Fund for attorneys' fees, costs, and other expenses in an amount not to exceed thirty percent (30%) of the Settlement Fund. Defendant shall not oppose or object to this application provided that the request for an award of fees and costs is consistent with this Settlement. The Court's award of fees and costs shall be payable from the Settlement Fund within five (5) days after the Effective Date.

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**7.2.** The Named Plaintiff shall apply to the Court to receive compensation for serving as class representative in the amount of $2,500.00 (the "Service Award"), which shall be in addition to any other sums they may receive as a Class Member. Defendant shall not oppose or object to this application provided that the request for the Service Award is consistent with this Settlement. The Court-approved Service Award shall be payable from the Settlement Fund within seven (7) days after the Effective Date or after the Settlement Fund is deposited in accordance with Sections 2.6 and 2.7, whichever is later.

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

**8.1.** Plaintiff or Defendant, at any of their sole discretion, shall each have the right to terminate the Settlement and this Settlement Agreement, including dissolution of the Settlement Class, if any of the following conditions subsequently occurs ("Terminating Events"):

(a) the Court's refusal to preliminarily or permanently approve this Settlement or any material part of it;

(b) the Court orders Defendant to pay, with respect to the litigation, any amount above the $83,500.00 required to establish the Settlement Fund, as provided herein;

(c) the Court declines to enter the Judgment in any material respect; and,

(d) The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorneys' fees, incentive awards, costs and other expenses shall not be grounds for Named Plaintiff, the Settlement Class, or Class Counsel to terminate this Settlement.

**8.2.** If any Party exercises its respective rights to terminate this Settlement and Settlement pursuant to Section 8.1 herein, the Party shall terminate the Settlement, including dissolving the Settlement Class, by delivering written notice of the election to terminate ("Termination Notice") to all other parties and their counsel hereto within thirty (30) days of the Terminating Event. In the event that a Termination Notice is so provided, then the Settlement shall

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be canceled and terminated unless and until Class Counsel and Defense Counsel mutually agree in writing to proceed with the Settlement.

**8.3.** In the event that the Settlement is terminated as provided for herein, then (a) this Settlement shall be null and void and of no further force and effect, including voiding the Settlement Class; (b) the Settling Parties shall be restored to their respective positions in the Action immediately prior to the execution of this Settlement Agreement; (c) any portion of the Settlement Fund not used to fund notice and administration shall be returned to Defendant; (d) this Settlement shall not be used in the Action or in any other proceeding for any purpose; and; (e) any judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.

**8.4.** Upon the filing of the proposed Settlement with the Court, all proceedings shall be stayed until further order of the Court, except such proceedings as may be necessary either to implement the proposed Settlement or to comply with or effectuate the terms of this Settlement Agreement.

## 9. Final Judgment

The Parties shall jointly seek entry by the Court of a Final Judgment that includes provisions:

(a) granting final approval of this Settlement, and directing its implementation pursuant to its terms and provisions;

(b) ruling on Class Counsel's application for attorneys' fees, costs and other expenses, and Plaintiff's request for a Service Award;

(c) discharging and releasing Defendant from the Released Claims as provided in Section 3 above;

(d) directing that the Action be dismissed with prejudice, and,

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(e) reserving to the Court continuing and exclusive jurisdiction over the parties with respect to the Settlement and the Final Judgment.

**10. Miscellaneous Provisions**

**10.1.** The Parties (a) acknowledge that it is their intent to consummate this agreement; (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement; and (c) agree to exercise their best efforts to accomplish the foregoing terms and conditions of this Settlement.

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

**10.3.** This Settlement Agreement may be executed in counterparts, including by signature transmitted by facsimile. Each counterpart, when so executed, shall be deemed to be an original, and all such counterparts together shall constitute the same instrument.

**10.4.** Before entry of the Final Approval Order, the Settlement may be modified or amended only by written agreement signed by or on behalf of all Parties with notice to be given to the Court of the agreed modification or amendment, or by stipulations made on the record. Following entry of the Final Approval Order, the Settlement may be modified or amended only be written agreement signed by or on behalf of all Parties and approved by the Court.

**10.5.** The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving party. The waiver by any of the Parties of any breach of this Settlement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement.

**10.6.** This Settlement binds and inures to the benefit of the Parties, their assigns, affiliates, heirs, administrators, executors, and successors.

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**10.7.** Except as otherwise expressly stated herein, the Settlement is not intended to confer any benefits upon any non-party.

**10.8.** This Settlement Agreement constitutes the entire agreement among the Parties pertaining to the settlement of the Action and supersedes any and all prior and contemporaneous undertakings of the Parties in connection therewith. In entering into this Settlement, the Parties have not relied upon any representation or promise made by the other Party not contained in this document.

**10.9.** The headings in this document are included for convenience only and shall not be deemed to constitute part of this Settlement or to affect its construction.

**10.10.** Where this Settlement requires any party to provide notice or any other communication or document to any other party, such notice, communication, or document shall be provided by electronic mail or overnight delivery to:

**For the Class:**

Marc Edelman
**MORGAN & MORGAN, P.A.**
201 N. Franklin St., 7th Floor
Tampa, FL 33602

Craig Marchiando
**CONSUMER LITIGATION ASSOCIATES**
763 J. Clyde Morris Boulevard, Suite 1A
Newport News, VA 23601

**For Defendant:**

Ian Feldman
Tyler Costanzo
**CLAUSEN MILLER, P.C.**
20 Pacifica, Suite 440
Irvine, CA 92618

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

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AGREED:

**PLAINTIFF**

Eric Crain
_____
Eric Crain

Date: 4/13/2026 | 1:44 PM EDT

Marc Edelman
_____
Marc R. Edelman

Date: 4/13/2026 | 11:26 AM EDT

Marc Edelman
**MORGAN & MORGAN, P.A.**
201 N. Franklin St., 7th Floor
Tampa, FL 33602
P: (813) 577-4722
F: (813) 257-0572
medelman@forthepeople.com

Craig C. Marchiando (VSB 89736)
**CONSUMER LITIGATION ASSOCIATES, P.C.**
763 J. Clyde Morris Blvd. Suite 1A
Newport News VA 23601
Telephone: 757-930-3660
Fax: 757-930-3662
len@clalegal.com
craig@clalegal.com
***Counsel for Plaintiff***

**DEFFENDANT**

Intelifi, Inc. _____ Date: _____

Ian Feldman _____ Date:_____

Ian Feldman
Tyler Costanzo
**CLAUSEN MILLER, P.C.**
20 Pacifica, Suite 440
Telephone: 949-260-3100
Fax: 949-260-3190
Ifeldman@clausen.com
Tcostanzo@clausen.com
***Counsel for the Defendant***

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AGREED:

**PLAINTIFF**

Eric Crain
_____
Eric Crain

Date: 4/13/2026 | 1:44 PM EDT

Marc Edelman
_____
Marc R. Edelman

Date: 4/13/2026 | 11:26 AM EDT

Marc Edelman
**MORGAN & MORGAN, P.A.**
201 N. Franklin St., 7th Floor
Tampa, FL 33602
P: (813) 577-4722
F: (813) 257-0572
medelman@forthepeople.com

Craig C. Marchiando (VSB 89736)
**CONSUMER LITIGATION ASSOCIATES, P.C.**
763 J. Clyde Morris Blvd. Suite 1A
Newport News VA 23601
Telephone: 757-930-3660
Fax: 757-930-3662
len@clalegal.com
craig@clalegal.com
***Counsel for Plaintiff***

**DEFFENDANT**

Intelifi, Inc. _____ Date: _____

Ian Feldman _____ Date: *April 13, 2026*

Ian Feldman
Tyler Costanzo
**CLAUSEN MILLER, P.C.**
20 Pacifica, Suite 440
Telephone: 949-260-3100
Fax: 949-260-3190
Ifeldman@clausen.com
Tcostanzo@clausen.com
***Counsel for the Defendant***