

Notice of Paysafe Data Security Incident Class Action Settlement

*A California federal court has authorized this Notice. This is not a solicitation from a lawyer.
Please read this Notice carefully and completely.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A Settlement has been proposed in a class action lawsuit against Paysafe Payment Processing Solutions, LLC (“Paysafe”), relating to a Data Security Incident that Paysafe initially disclosed in or around December 2020 (the “Data Security Incident”). The Data Security Incident occurred from May 2018 to October 2020, during which time a legacy server under Paysafe’s custody or control may have been accessed without authorization. As a result, personal information of thousands of individuals who enrolled for merchant services with Paysafe’s affiliate(s) may have been accessed by unauthorized persons. The Personal Information obtained may have included name, contact details, Social Security number, and bank account information. If your Personal Information may have been compromised as a result of the Data Security Incident, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, Paysafe has agreed to establish a \$2.0 million Settlement Fund to: (1) reimburse Settlement Class Members for up to \$25,000 in Out-Of-Pocket Losses and/or Attested Time; and (2) provide cash payments to all Class Members equal to a *pro rata* share of what remains in the Net Settlement Fund after the funds necessary to pay all Approved Claims for Out-of-Pocket Losses and Attested Time have been deducted (“Residual Cash Payment”). The Settlement Fund will also be used to pay for the Notice and Administrative Expenses, a court-approved Service Award Payment for the named Plaintiff, and the Fee Award and Costs. In addition, Paysafe has undertaken certain remedial and enhanced security measures that they will continue to maintain.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

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| <p>FILE A CLAIM FORM CLAIMS DEADLINE: November 27, 2023</p> | <p>Submitting a Claim Form is the only way that you can receive reimbursement for Out-of-Pocket Losses and/or Attested Time. If you submit a Claim Form, you will give up the right to sue Paysafe and certain related parties in a separate lawsuit about the legal claims this Settlement resolves.</p> |
| <p>EXCLUDE YOURSELF FROM THIS SETTLEMENT OPT-OUT DEADLINE: NOVEMBER 27, 2023</p> | <p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Paysafe, or certain related parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement benefits from this Settlement.</p> |
| <p>OBJECT TO OR COMMENT ON THE SETTLEMENT OBJECTION DEADLINE: NOVEMBER 27, 2023</p> | <p>You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. You may also object to the Settlement by appearing at the Final Approval Hearing via Zoom, at https://cand-uscourts.zoomgov.com/j/1619260804?pwd=RE5qWDhGOTdWWTZUOFIOKzhNc3pjZz09 Webinar ID: 161 926 0804; Password 050855. If you object, you may still file a Claim Form to receive reimbursement for Out-of-Pocket Losses and/or Attested Time and you will also be entitled to receive a Residual Cash Payment, but you will give up the right to sue Paysafe in a separate lawsuit about the legal claims this Settlement resolves.</p> |
| <p>ATTEND THE “FINAL APPROVAL” HEARING DATE: FEBRUARY 02, 2024 at 9:30 AM PT</p> | <p>You may attend the Final Approval Hearing remotely by Zoom where the Court will hear arguments concerning approval of the Settlement. You are not required to attend the Final Approval Hearing.</p> |
| <p>DO NOTHING</p> | <p>If you do nothing, you are only entitled to receive a Residual Cash Payment and you will give up your rights to sue Paysafe and certain related parties for the claims this Settlement resolves.</p> |

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

Questions? Go to www.PaysafeSettlement.com or call 1-833-910-3608.
This Settlement affects your legal rights even if you do nothing.

BASIC INFORMATION

1. Why did I get this Notice?

The United States District Court for the Northern District of California authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Honorable Joseph C. Spero of the U.S. District Court for the Northern District of California is overseeing this class action. The case is known as *Kamal Bitmouni v. Paysafe Payment Processing Solutions, LLC*, Case No. 3:21-cv-00641-JCS (the “Action”). The person who filed this lawsuit is called the “Plaintiff” and the entity he sued, Paysafe Payment Processing Solutions, LLC (“Paysafe”), is called the “Defendant.” The Plaintiff and the Defendant agreed to this Settlement.

2. What is this lawsuit about?

On or about November 6, 2020, Paysafe discovered that an unauthorized actor may have accessed a legacy server under Paysafe’s custody or control from May 2018 to October 2020. As a result, personal information of approximately 91,706 individuals who enrolled for merchant services with Paysafe’s affiliate(s) may have been accessed. Impacted personal information may have included name, contact details, Social Security number, and bank account information.

The Plaintiff claims that Paysafe failed to adequately protect his and other Settlement Class Members’ personal information and that he and other Settlement Class Members were injured as a result. Paysafe denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Paysafe denies these and all other claims made in the Action. By entering into the Settlement, Paysafe is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the Settlement Class Representatives sue on behalf of all people who have similar claims. Together all of these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who exclude themselves from the Settlement Class.

The Settlement Class Representative in this case is Kamal Bitmouni.

4. Why is there a Settlement?

The Settlement Class Representative and Paysafe do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of the Settlement Class Representative or Paysafe. Instead, the Settlement Class Representative and Paysafe have agreed to settle the Action. The Settlement Class Representative and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Paysafe.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a member of the Settlement Class:

All individuals who were notified, by direct notice by Paysafe, that their personal information was or may have been compromised in the Data Security Incident.

If you received Notice of this Settlement, you have been identified by the Settlement Administrator as a Settlement Class Member. More specifically, you are a Settlement Class Member, and you are affected by this Settlement.

You may contact the Settlement Administrator if you have any questions as to whether you are a Settlement Class Member.

Questions? Go to www.PaysafeSettlement.com or call 1-833-910-3608.
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6. Are there exceptions to individuals who are included as Class Members in the Settlement?

Yes, the Settlement does not include: (1) the judges presiding over this Litigation, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.PaysafeSettlement.com, or call the Settlement Administrator’s toll-free number at 1-833-910-3608.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

As a Settlement Class Member, you are eligible to make a Claim for **one or more of the following**:

- **Reimbursement for Out-of-Pocket Losses:** all Settlement Class Members may submit a Claim for up to \$25,000 for reimbursement of Out-of-Pocket Losses, which must be supported by (i) third-party documentation supporting the loss; and (ii) a brief description of the nature of the loss. A Claim for Out-of-Pocket Losses may be combined with reimbursement for Attested Time but in no circumstance will a Settlement Class Member be eligible to receive more than the \$25,000. A Claim for Out-of-Pocket Losses may be reduced *pro rata* if the aggregate value of all Approved Claims exceeds the Net Settlement Fund.
- **Reimbursement for Attested Time:** all Settlement Class Members may submit a Claim for reimbursement of Attested Time up to ten (10) hours at \$25 per hour, which must be supported by an attestation that the time was spent in response to the Data Security Incident. A Claim for Attested Time may be combined with reimbursement for Out-of-Pocket Losses but in no circumstance will a Settlement Class Member be eligible to receive more than the \$25,000. A Claim for Attested Time may be reduced *pro rata* if the aggregate value of all Approved Claims exceeds the Net Settlement Fund.

All Settlement Class Members are entitled to receive a Residual Cash Payment equal to a *pro rata* share of the Net Settlement Fund after the funds to pay for all Approved Claims for Reimbursement for Out-of-Pocket Losses and Attested Time have been deducted from it. In the event that the aggregate value of all Approved Claims for Out-of-Pocket Losses and/or Attested Time exceeds the Net Settlement Fund, then the value of such payments shall be reduced on a *pro rata* basis, such that the aggregate value of all Approved Claims for Out-of-Pocket Losses and/or Attested Time equals the Net Settlement Fund and no Residual Cash Payments will be made.

In addition, Paysafe has undertaken and/or agreed to maintain certain remedial and enhanced security measures as a result of this Action.

9. Reimbursement for Out-of-Pocket Losses.

You may elect to submit a Claim Form for reimbursement of Out-of-Pocket Losses. If you spent money remedying or addressing identity theft and fraud that was more likely than not related to the Data Security Incident or you spent money to protect yourself from future harm because of the Data Security Incident, and this amount was not otherwise recoverable through insurance, you may submit a Claim for Out-of-Pocket Losses for reimbursement of up to \$25,000.

Out-of-Pocket Losses consist of unreimbursed losses incurred on or after May 1, 2018, that were related to identity theft and fraud and are more likely than not a result of the Data Security Incident, as well as any expenses related to the Data Security Incident. For example, credit card or debit card cancellation or replacement fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, credit-related costs associated with purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, costs to replace a Social Security number, professional services, and out-of-pocket expenses for notary, fax, postage, delivery, copying, mileage, and long-distance telephone charges.

Questions? Go to www.PaysafeSettlement.com or call 1-833-910-3608.

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Other losses or costs related to the Data Security Incident that are not insurance reimbursable may also be eligible for reimbursement. To protect the Settlement Fund and Approved Claims, all Claim Forms submitted that seek payment related to credit or debit card fraudulent transactions will be carefully scrutinized by the Settlement Administrator.

Claims for Out-of-Pocket Losses must be supported by third party documentation. Third party documentation means written documents supporting your Claim, such as credit card statements, bank statements, invoices, telephone records, and receipts.

A Claim for Out-of-Pocket Losses may be reduced *pro rata* if the aggregate value of all Approved Claims exceeds the Net Settlement Fund.

To receive reimbursement for Out-of-Pocket Losses, you must submit a completed Claim Form electing to receive reimbursement for Out-of-Pocket Losses. If you file a Claim Form for Out-of-Pocket Losses and it is rejected by the Settlement Administrator and you do not correct it, you will not be eligible for reimbursement of Out-of-Pocket Losses.

10. Reimbursement for Attested Time

In addition to Reimbursement for Out-of-Pocket Losses, you may elect to submit a Claim Form for reimbursement of Attested Time. If you lost time related to your efforts undertaken to prevent or mitigate fraud and identity theft following announcement of the Data Security Incident, or otherwise respond to the Data Security Incident, you may make a Claim for Reimbursement for Attested Time for up to ten (10) hours of lost time at a rate of \$25 per hour, for a maximum of \$250.

A Claim for Attested Time may be reduced *pro rata* if the aggregate value of all Approved Claims exceeds the Net Settlement Fund.

To receive reimbursement for Attested Time you must submit a completed Claim Form electing to receive reimbursement for Attested Time. If you file a Claim Form for Attested Time and it is rejected by the Settlement Administrator and you do not correct it, you will not be eligible for reimbursement of Attested Time.

11. Residual Cash Payment.

All Participating Settlement Class Members are entitled to receive a Residual Cash Payment consisting of a *pro rata* share of the Net Settlement Fund after the funds needed to pay all Approved Claims for Reimbursement of Out-of-Pocket Losses and Attested Time have been deducted therefrom.

You are not required to submit a Claim to receive a Residual Cash Payment; all Settlement Class Members who do not exclude themselves from the Settlement will be entitled to receive a Residual Cash Payment.

12. How will Settlement benefits be paid?

Court-awarded attorneys' fees up to a maximum of 25% of the \$ 2.0 million Settlement Fund (*i.e.*, \$500,000.00) and reasonable costs and expenses incurred by attorneys for the Settlement Class up to \$50,000 ("Fee Award and Costs"); Notice and Administrative Expenses for costs of the settlement administration; and a Service Award of up to \$15,000 to the Class Representative will be deducted from the Settlement Fund before making payments to Settlement Class Members. The Court may award less than these amounts. The remainder of the Settlement Fund (the "Net Settlement Fund") will be distributed to Participating Settlement Class Members.

In the event that the aggregate value of all Approved Claims exceeds the Net Settlement Fund, then the value of such payments shall be reduced on a *pro rata* basis, such that the aggregate value of all Claims equals the Net Settlement Fund. All funds in the Net Settlement Fund that remain after the funds needed to pay all Approved Claims for Reimbursement of Out-of-Pocket Losses and Attested Time have been deducted therefrom will be distributed to all Settlement Class Members on a *pro rata* basis as the Residual Cash Payment. If any unclaimed funds remain in the Net Settlement Fund 90 days after the Residual Cash Payments are mailed, the excess funds shall be awarded to Ranking Digital Rights, a qualified charitable recipient that has been approved by the Court. All *pro rata* determinations shall be performed by the Settlement Administrator.

Questions? Go to www.PaysafeSettlement.com or call 1-833-910-3608.

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13. Tell me more about Paysafe’s remedial measures and enhanced security measures.

Paysafe has implemented and agreed to maintain certain reasonable steps to enhance the security of its systems and environments, including remedial and enhanced data security measures, including cybersecurity training and awareness programs, data security policies, monitoring and response capabilities, and restrictions on accessing PII. In addition, the legacy website involved in the Data Security Incident has been disabled.

14. What is the total value of the Settlement?

The Settlement includes a \$2.0 million Settlement Fund and remedial actions undertaken by Paysafe that will benefit the Settlement Class. Any court-approved Fee Award and Costs, a Service Award to the Settlement Class Representative, taxes due on any interest earned by the Settlement Fund, if necessary, and any Notice and Administrative Expenses will be paid out of the Settlement Fund, and the balance (“Net Settlement Fund”) will be used to pay for the above-described Settlement benefits. Any costs associated with Paysafe’s remedial and enhanced security measures will be paid by Paysafe in addition to the Settlement Fund.

15. What am I giving up to get a Settlement benefit or stay in the Class?

Unless you exclude yourself, you are choosing to remain in the Class as a Participating Settlement Class Member. If the Settlement is approved and becomes final, all of the Court’s orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Paysafe and related parties about the legal issues in this Action, resolved by this Settlement, and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (*see* next question).

16. What are the Released Claims?

In exchange for the Settlement, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns, present and former (“Releasing Parties”), shall be deemed to have fully, finally, and forever released, acquitted, and discharged Paysafe and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing (collectively, the “Released Persons”) from any and all Released Claims. This release expressly includes Paysafe’s insurer with respect to all obligations under any part of the insurance policy applicable to the Released Claims, and from any and all claims arising out of the investigation, handling, adjusting, defense, or settlement of the claim including, without limitation, any claims for negligence, invasion of privacy, violations of California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, et seq.), and violations of California’s Consumer Privacy Act (Cal. Civ. Code § 1798.150).

“Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits, or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, statutory damages, punitive damages, attorneys’ fees, costs, interest or expenses) that the Releasing Parties had, have, or may claim now or in the future to have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Litigation, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised, or asserted in any pleading or court filing in the Litigation, including but not limited to those concerning: 1) the disclosure of the Participating Settlement Class Members’ personal information in the Data Security Incident; 2) Paysafe’s maintenance of the Participating Settlement Class Members’ personal information as it relates to the Data Security Incident; 3) Paysafe’s security policies and practices as it relates to the Data Security Incident; or 4) Paysafe’s provision of notice to the Participating Settlement Class Members following the Data Security Incident.

The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Litigation and that any of the Settlement Class Representatives or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns, does not know or suspect to exist, which, if known by him, her, or it, might affect his, her, or its agreement to release Paysafe and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing, or the Released Claims, or might affect his, her, or its decision to agree, object, or not to object to the Settlement. Upon the Effective Date, each of the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States. Specifically, the Settling Parties stipulate and agree that upon the Effective Date, the Representative Plaintiffs and Settlement Class Members expressly shall have and by operation of the Judgment shall have, released any and all Released Claims, including Unknown Claims, and 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.

The Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

More information is provided in the Class Action Settlement Agreement and Release which is available at www.PaysafeSettlement.com.

HOW TO GET SETTLEMENT BENEFITS

17. How do I make a Claim?

You must complete and submit a Claim Form online by the Claims Deadline, **November 27, 2023**, 11:59 pm Pacific Time, or by mail so the form is postmarked by **November 27, 2023**. Claim Forms may be submitted online at www.PaysafeSettlement.com, or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-833-910-3608 or by writing to Bitmouni v. Paysafe, c/o Kroll Settlement Administration, P.O. Box 5324, New York, NY 10150-5324. The quickest way to file a Claim is online.

If you received a Notice by mail, use your Class Member ID to file your Claim Form. If you lost or do not know your Class Member ID, please call 1-833-910-3608 to obtain it.

You may submit a claim for reimbursement for Out-of-Pocket Losses and/or Attested Time by submitting a Claim Form on the Settlement Website, or by downloading, printing, and completing a Claim Form and mailing it to the Settlement Administrator.

Of the Settlement benefits provided under the Settlement, you may file a Claim for reimbursement for Out-of-Pocket Losses and/or Attested Time. You are not required to submit a Claim to receive a Residual Cash Payment.

Questions? Go to www.PaysafeSettlement.com or call 1-833-910-3608.

This Settlement affects your legal rights even if you do nothing.

18. How do I make a Claim for a reimbursement of Out-of-Pocket Losses?

To file a Claim for reimbursement of Out-of-Pocket Losses of up to \$25,000, you must submit a valid Claim Form electing to receive reimbursement for Out-of-Pocket Losses. To submit a Claim for reimbursement of Out-of-Pocket Losses, you may either complete a Claim Form on the Settlement Website by the Claims Deadline, **November 27, 2023**, or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **November 27, 2023**.

The Claim Form requires that you sign an attestation regarding the information you provide and that you include third party documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

If your Claim for reimbursement of Out-of-Pocket Losses is rejected by the Settlement Administrator and you do not correct it, and you will not be eligible for reimbursement of Out-of-Pocket Losses.

Instructions for filling out a Claim for reimbursement of Out-of-Pocket Losses are included on the Claim Form. You may access the Claim Form at www.PaysafeSettlement.com.

The Claims Deadline for reimbursement of Out-of-Pocket Losses is **November 27, 2023**. Claims must be filed or postmarked if mailed by this deadline.

19. How do I make a Claim for reimbursement of Attested Time?

To file a Claim for reimbursement of Attested Time of up to \$250, you must submit a valid Claim Form electing to receive reimbursement for Attested Time. To submit a claim for reimbursement of Attested Time, you may either complete a Claim Form on the Settlement Website by the Claims Deadline, **November 27, 2023**, or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **November 27, 2023**.

The Claim Form requires that you indicate the number of hours (up to 10) lost to efforts undertaken to prevent or mitigate fraud or identity theft following the announcement of the Data Security Incident or to otherwise respond to the Data Security Incident. The Claim Form also requires that you sign an attestation regarding the information you provide concerning reimbursement of Attested Time.

Instructions for filling out a Claim for reimbursement of Attested Time are included on the Claim Form. You may access the Claim Form at www.PaysafeSettlement.com.

The Claims Deadline for reimbursement of Attested Time is **November 27, 2023**. Claims must be filed or postmarked if mailed by this deadline.

20. How do I get a Residual Cash Payment?

You do not need to do anything in order to receive a Residual Cash Payment. So long as you are on the Settlement Class List and do not exclude yourself from the Settlement, you are entitled to receive a Residual Cash Payment.

21. What happens if my contact information changes after I submit a Claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-833-910-3608 or by writing to:

Bitmouni v. Paysafe
c/o Kroll Settlement Administration
P.O. Box 5324
New York, NY 10150-5324

22. When and how will I receive the Settlement benefits?

Payment for Approved Claims for Out-of-Pocket Losses and/or Attested Time, and/or a Residual Cash Payment, will be provided by the Settlement Administrator after the Settlement is approved by the judge and becomes final.

Questions? Go to www.PaysafeSettlement.com or call 1-833-910-3608.
This Settlement affects your legal rights even if you do nothing.

You may elect to receive payment for Approved Claims for Out-of-Pocket Losses and/or Attested Time, and/or a Residual Cash Payment, via Zelle, Venmo, PayPal, eMastercard, or ACH instead of via a paper check by submitting the appropriate information with your Claim Form filed through the Settlement Website. Anyone who does not elect to receive payment via Zelle, Venmo, PayPal, eMastercard, or ACH will receive their payment via a paper check sent through U.S. Mail.

The court approval process may take time. Please be patient and check www.PaysafeSettlement.com for updates.

23. What happens if money remains after all of the Settlement Claims are paid?

None of the money in the \$2.0 million Settlement Fund will be paid back to Paysafe. If any money remains in the Settlement Fund 90 days after the distribution of payments to Settlement Class Members, the excess funds shall be awarded to Ranking Digital Rights, a mutually agreed-upon and qualified charitable recipient that has been approved by the Court.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

Yes, the Court has appointed Michael Anderson Berry and Gregory Haroutunian of Clayco C. Arnold, PC and John A. Yanchunis of Morgan & Morgan Complex Litigation Group, as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

25. How will Class Counsel be paid?

Class Counsel will file a Fee Application for a Fee Award and Costs asking the Court to award them attorneys' fees of up to a maximum of 25% of the \$2.0 million Settlement Fund (*i.e.*, \$500,000.00), plus reasonable costs up to \$50,000. They will also ask the Court to approve up to \$15,000 as a Service Award to the Class Representative for participating in this Action and for his efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Settlement Class Members. The Court may award less than these amounts.

Class Counsel's Fee Application for a Fee Award and Costs, and the Service Award, will be made available on the Settlement Website at www.PaysafeSettlement.com before the Objection Deadline on November 27, 2023. You can also request a copy of the application by contacting the Settlement Administrator at 1-833-910-3608.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Paysafe on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

26. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case name *Kamal Bitmouni v. Paysafe Payment Processing Solutions, LLC, Case No. 3:21-cv-00641-JCS*; state the name, address, and telephone number of the Class Members seeking exclusion; be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in *Kamal Bitmouni v. Paysafe Payment Processing Solutions, LLC, Case No. 3:21-cv-00641-JCS*.” The Request for Exclusion must be (i) submitted electronically on the Settlement Website, or (ii) postmarked or received by the Settlement Administrator at the address below no later than **November 27, 2023**:

Bitmouni v. Paysafe
c/o Kroll Settlement Administration
P.O. Box 5324
New York, NY 10150-5324

You cannot exclude yourself by telephone or by e-mail.

Questions? Go to www.PaysafeSettlement.com or call 1-833-910-3608.
This Settlement affects your legal rights even if you do nothing.

27. If I exclude myself, can I still receive a Settlement payment?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only receive a Residual Cash Payment if you stay in the Settlement Class and you can only receive reimbursement for Out-of-Pocket Losses and Attested Time by submitting a valid Claim Form.

28. If I do not exclude myself, can I sue Paysafe for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Paysafe and released parties for the Claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against Paysafe or any of the released parties in connection with the Claims released by this Settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement may be in writing or you may speak at the Final Approval Hearing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, yourself or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Kamal Bitmouni v. Paysafe Payment Processing Solutions, LLC, Case No. 3:21-cv-00641-JCS*); (b) state your full name, current mailing address, and telephone number; (c) contain a signed statement that you believe you are a member of the Settlement Class; (d) identify the specific grounds for the objection; (e) include all documents or writings that you desire the Court to consider; (f) contain a statement regarding whether you (or counsel of your choosing) intend to appear at the Final Approval Hearing; (g) be submitted to the Court either by filing them with the Court or mailing them to the United States District Court for the Northern District of California, San Francisco Courthouse, Courtroom F – 15th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102; and (h) be filed with the Court or postmarked on or before the Objection Deadline of **November 27, 2023**.

You may also object verbally at the Final Approval Hearing by appearing via Zoom, at <https://cand-uscourts.zoomgov.com/j/1619260804?pwd=RE5qWDhGOTdWWTZUOFIOKzhNc3pjZz09> Webinar ID: 161 926 0804; Password 050855.

30. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

31. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **February 02, 2024 at 9:30 am PT** before the Honorable Joseph C. Spero of the United States District Court for the Northern District of California. Remote access to the Final Approval Hearing is available via Zoom, at <https://cand-uscourts.zoomgov.com/j/1619260804?pwd=RE5qWDhGOTdWWTZUOFIOKzhNc3pjZz09> Webinar ID: 161 926 0804; Password 050855.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Settlement Class Members should monitor the Settlement Website or the Court's PACER site (see Question 35) to confirm whether the date for the Final Approval Hearing has changed.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve: the Settlement; Class Counsel’s Fee Application for Fee Award and Costs; and the Service Award to the Class Representative. If there are objections, the Court will consider them. The Court will also listen to people who ask to speak at the hearing.

32. Do I have to appear at the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send a written objection, you do not have to appear before the Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

33. May I speak at the Final Approval Hearing?

Yes. If you wish to make a written objection, you must indicate whether you intend to attend and speak at the Final Approval Hearing in your written objection (see Question 29). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney’s name, address, and phone number. You may also choose to attend and speak at the Final Approval Hearing and make an oral objection even if you have not submitted a written objection.

IF YOU DO NOTHING

34. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you are only entitled to receive a Residual Cash Payment. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Paysafe or any of the released parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

35. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.PaysafeSettlement.com, or contact Class Counsel (see below), or access the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

If you have questions about the proposed Settlement or anything in this Notice, you may contact Class Counsel at:

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| <p>M. Anderson Berry Clayeo C. Arnold, A Professional Corp. 865 Howe Avenue Sacramento, CA 95825 (916) 777-7777 Fax: (916) 924-1829 Email: aberry@justice4you.com</p> | <p>Gregory Haroutunian Clayeo C. Arnold, A Professional Corporation 865 Howe Avenue Sacramento, CA 95825 (916) 777-7777 Fax: (916) 924-1829 Email: gharoutunian@justice4you.com</p> | <p>John A. Yanchunis Morgan and Morgan, P.A. 201 N. Franklin Street, 7th Floor Tampa, FL 33602 (813) 275-5272 Email: jyanchunis@forthepeople.com</p> |
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PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Go to www.PaysafeSettlement.com or call 1-833-910-3608.
This Settlement affects your legal rights even if you do nothing.