

## NOTICE OF CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA  
*McNally v. Infosys McCamish Sys., LLC*, No. 1:24-cv-00995-JPB (N.D. Ga.)

**If your data was compromised in the 2023 Data Breach  
involving Infosys McCamish Systems, LLC, you may be eligible for a  
CASH PAYMENT and other benefits under a class action Settlement.**

This Litigation arose out of a Data Breach perpetrated against Defendant Infosys McCamish Systems, LLC.

Defendant provides platform-based process management solutions and services to insurance and investment companies across a broad array of insurance products, investment products, distribution models, and platform deployment options. To use these solutions and services, Defendant's Customers may share individuals' Personal Information with Defendant. On November 2, 2023, Defendant became aware that some of its systems were encrypted by ransomware. That same day, Defendant began an investigation with the assistance of third-party cybersecurity experts, retained through outside counsel, to determine the nature and scope of the activity, assist with containment, and ensure no ongoing unauthorized activity. The cyber forensic investigation determined that unauthorized activity occurred between October 29, 2023, and November 2, 2023. Through the investigation, it was also determined that data was subject to unauthorized access and acquisition. With the assistance of third-party eDiscovery experts, retained through outside counsel, Defendant reviewed the data at issue to identify the Personal Information subject to unauthorized access and acquisition and determine to whom the Personal Information relates. The Personal Information associated with each individual varies, but the data includes names, Social Security numbers, personal addresses, financial account numbers, dates of birth, employee identification numbers, client or customer account numbers or policy numbers, insurance policy numbers, phone numbers, doctor names, salary, gender, medical treatment locations, medical diagnoses, clinical information, medical treatment or procedure information, date of death, prescription information, personal email addresses and passwords, biometric data, driver's licenses or state identification numbers, lab results, Medicare or Medicaid numbers, national producer numbers, passport numbers, financial account access information, medical record numbers, health insurance group numbers, usernames and passwords, health insurance account or member numbers, payment card numbers, USCIS or alien registration numbers, payment card access information, patient account or patient identification numbers, tribal identification numbers, and/or U.S. military identification numbers.

The Settlement Class Representatives allege that Defendant inadequately safeguarded the Personal Information at issue and provided late or otherwise deficient notice of the Data Breach to individuals. Defendant denies all claims of wrongdoing or liability that the Settlement Class Representatives, Settlement Class Members, or anyone else have asserted against Defendant or its Customers in the Litigation, or may assert in the future based on the conduct alleged in the Litigation or relating to the Data Breach.

You are a Settlement Class Member if you are a person residing in the United States whose Personal Information was compromised in the Data Breach, including all who were sent individualized, statutory notice of the Data Breach. If notice was mailed to you, Defendant and its eDiscovery experts determined that your Personal Information may have been subject to unauthorized access and acquisition and that you may be a Settlement Class Member.

**Questions? Go to [www.infosysdatasettlement.com](http://www.infosysdatasettlement.com) or call (833) 621-8670**

The Settlement offers payments to Settlement Class Members. Settlement Class Members can claim SOME OR ALL of the following settlement benefits:

- (1) Reimbursement for Documented Monetary Losses: Settlement Class Members may claim reimbursement for documented Monetary Losses up to a total of \$6,000 per Settlement Class Member;
- (2) Credit Monitoring: Settlement Class Members may claim two years of Credit Monitoring which will include at least one bureau credit monitoring and \$1 million in identity theft insurance protections; AND
- (3) Residual Cash Payment: Settlement Class Members may claim a Residual Cash Payment, currently estimated to be approximately \$30, and in any event no more than \$599 per individual, based on the amount remaining in the Settlement Fund. If you are a Settlement Class Member, your options are:

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT                 |                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBMIT A CLAIM FORM BY<br/>DECEMBER 1, 2025</b>                          | The only way to receive benefits from this Settlement is to submit a valid and timely Claim Form.<br><br>You can submit your Claim Form online at <b>www.infosysdatasettlement.com</b> or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form. |
| <b>DO NOTHING</b>                                                           | You will receive no payment and will no longer be able to sue Defendant or other Released Parties over the claims released in the Settlement Agreement.                                                                                                                                                                                                                                       |
| <b>EXCLUDE YOURSELF BY<br/>NOVEMBER 3, 2025</b><br>(The “Opt-Out Deadline”) | You may exclude yourself from this Settlement and keep your right to sue separately. If you exclude yourself, you will receive no settlement benefits. Exclusion instructions are provided in this notice.                                                                                                                                                                                    |
| <b>OBJECT BY<br/>NOVEMBER 3, 2025</b><br>(The “Objection Deadline”)         | If you do not exclude yourself, you may write to the Court to comment on or detail why you do not like the Settlement by following the instructions in this notice. The Court may reject your objection. You must still submit a Claim Form if you desire any monetary relief under the Settlement.                                                                                           |
| <b>ATTEND A HEARING ON<br/>DECEMBER 18, 2025 AT<br/>10AM ET</b>             | You may ask to speak in Court about the Settlement. Specifically, you may ask the Court for permission to speak about your objection at the Final Approval Hearing.                                                                                                                                                                                                                           |

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court must give Final Approval to the Settlement before it takes effect, but the Court has not yet done so. No payments will be made until after the Court gives Final Approval and any appeals are resolved.

Questions? Go to [www.infosysdatasettlement.com](http://www.infosysdatasettlement.com) or call (833) 621-8670

**Please review this notice carefully.** You can learn more about the Settlement by visiting [www.infosysdatasettlement.com](http://www.infosysdatasettlement.com) or by calling (833) 621-8670. Capitalized terms used herein are defined in the Settlement Agreement, which is available on the Settlement Website.

### **Further Information About This Notice and the Litigation**

#### **1. Why was this notice issued?**

Settlement Class Members are eligible to receive payment and/or Credit Monitoring from a proposed Settlement in the Action. The Court overseeing the Action authorized this notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. This notice explains certain legal rights and options Settlement Class Members have in connection with the Settlement.

#### **2. What is the Action about?**

The Action is a proposed class action lawsuit brought on behalf of the Settlement Class. The Settlement Class is defined by the Court as “all persons residing in the United States whose Personal Information was compromised in the Data Breach, including the approximately 3.7 million individuals who were sent individualized, statutory notice of the Data Breach.” Excluded from the Settlement Class are the judges presiding over the Litigation and members of their direct families, and Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

The Personal Information alleged to have been compromised in the Data Breach associated with each individual varies, but the data includes names, Social Security numbers, personal addresses, financial account numbers, dates of birth, employee identification numbers, client or customer account numbers or policy numbers, insurance policy numbers, phone numbers, doctor names, salary, gender, medical treatment locations, medical diagnoses, clinical information, medical treatment or procedure information, date of death, prescription information, personal email addresses and passwords, biometric data, driver’s licenses or state identification numbers, lab results, Medicare or Medicaid numbers, national producer numbers, passport numbers, financial account access information, medical record numbers, health insurance group numbers, usernames and passwords, health insurance account or member numbers, payment card numbers, USCIS or alien registration numbers, payment card access information, patient account or patient identification numbers, tribal identification numbers, and/or U.S. military identification numbers.

The Settlement Class Representatives claim that Defendant is legally responsible for the Data Breach and assert various legal claims including (i) negligence; (ii) negligence per se; (iii) declaratory judgment; (iv) violation of Georgia Code § 13-6-11; (v) breach of fiduciary duty; and (vi) violation of Georgia’s Uniform Deceptive Trade Practices Act (“GUDTPA”).

Defendant denies all claims of wrongdoing or liability that the Settlement Class Representatives, Settlement Class Members, or anyone else have asserted in the Litigation against Defendant or its Customers, or may assert in the future based on the conduct alleged in the Litigation or relating to the Data Breach.

### **3. Why is the Action a class action?**

In a class action, one or more plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all these people are the “class,” and each individual is a “settlement class member.” There are fourteen plaintiffs in this case: John McNally, Jonathan Ayres, Kelly Collins, Debora Fisk, Patricia Kennemur, Deana Lindley, Vivian Lindley, Joyce Newman, David Owens, Chianti Prosser, Mohamad Raychouni, Nathaniel Seibert, Josh Strock, and Kevin Williams. Those plaintiffs are referred to as “Settlement Class Representatives.” The class in this case is referred to in this notice as the “Settlement Class.”

The Honorable Jean-Paul Boulee, United States District Court Judge for the Northern District of Georgia, is overseeing this Action.

### **4. Why is there a Settlement?**

The Settlement Class Representatives and Class Counsel have conducted an investigation into the facts and the law regarding the Action. The Settlement Class Representatives and Class Counsel believe that the Settlement is fair, reasonable, and adequate, and beneficial to and in the best interests of the Settlement Class Representatives and the Settlement Class. The Court has not decided whether the Settlement Class Representatives’ claims or Defendant’s defenses have any merit, and it will not do so if the proposed Settlement is approved. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of the Settlement, the Settling Parties are satisfied that the terms and conditions of the Settlement Agreement are fair, reasonable, adequate, and in their respective best interests. The Settlement does not mean that Defendant or its Customers did anything wrong, or that the Settlement Class Representatives and the Settlement Class would or would not win the case if it were to go to trial.

### **Terms of the Proposed Settlement**

### **5. Who is in the Settlement Class?**

The Settlement Class is defined by the Court as “all persons residing in the United States whose Personal Information was compromised in the Data Breach, including the approximately 3.7 million individuals who were sent individualized, statutory notice of the Data Breach.”

Excluded from the Settlement Class are the judges presiding over the Litigation and members of their direct families, and Settlement Class Members who submit a valid Request for Exclusion prior to **November 3, 2025**.

### **6. What are the terms of the Settlement?**

The proposed Settlement would create a non-reversionary common fund in the amount of \$17,500,000 that would be used to pay all costs of the Settlement, including: (i) payments to Settlement Class Members who submit valid Claims, (ii) Credit Monitoring costs, (iii) Administration and Notice Costs, (iv) CAFA Notice costs, (v) any fees and expenses awarded by the Court to Plaintiffs’ Counsel (not to exceed one-third (33.33%) of the total Settlement Fund (\$5,833,333.33) for attorneys’ fees, plus reasonable litigation expenses), and (vi) any Service Awards awarded by the Court to Settlement Class Representatives (not to exceed \$2,500 each). The Settlement also releases all claims or potential claims of Settlement Class Members against Defendant and other Released Parties arising from or related to the Data Breach, as detailed in the Settlement Agreement.

**Questions? Go to [www.infosysdatasettlement.com](http://www.infosysdatasettlement.com) or call (833) 621-8670**

## **7. What claims are Settlement Class Members giving up under the Settlement?**

Any Settlement Class Member who does not file a valid, timely Request for Exclusion will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. The claims that Settlement Class Members are releasing are described in the Settlement Agreement.

### **Settlement Benefits Available to Settlement Class Members**

## **8. What benefits can Settlement Class Members receive?**

Settlement Class Members who submit valid Claims and any required documentation may receive some or all of the following, to be paid from the \$17,500,000 Settlement Fund: (i) compensation for unreimbursed documented Monetary Losses up to \$6,000 per person, (ii) Credit Monitoring, AND/OR (iii) a Residual Cash Payment, currently estimated to be approximately \$30 per person, but in any event no more than \$599 per person.

The amount of the Residual Cash Payments will be determined as explained below in **Question 12**.

## **9. What are Unreimbursed Documented Monetary Losses?**

The Settlement Administrator will provide compensation from the Settlement Fund up to a total of \$6,000 per electing Settlement Class Member, upon submission of a Claim and supporting documentation, for unreimbursed Monetary Losses fairly traceable to the Data Breach, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Breach through the date of Claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Settlement Class Members claiming unreimbursed Monetary Losses must submit documentation supporting their Claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

In the event that the aggregate amount of payments for unreimbursed documented Monetary Losses exceeds the remaining amount in the Settlement Fund after payment of Administration and Notice Costs, CAFA Notice costs, the Fee Award and Expenses, and Service Awards, then each Settlement Class Member's Claim for documented Monetary Losses shall be proportionately reduced on a pro rata basis, and there will be no Residual Cash Payment or Credit Monitoring.

## **10. Can I enroll in Credit Monitoring?**

Settlement Class Members are also eligible to claim two years of Credit Monitoring, which will include at least one bureau credit monitoring and \$1 million in identity theft insurance protections. No supporting documentation is necessary to receive this Settlement benefit.

In the event that the remaining amount in the Settlement Fund after payment of unreimbursed documented Monetary Losses, Administration and Notice Costs, CAFA Notice costs, the Fee Award and Expenses, and Service Awards is insufficient to pay for two years of Credit Monitoring for each claimant of that benefit, the duration of the Credit Monitoring shall be reduced as necessary, and there will be no Residual Cash Payment.

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#### **11. What is the Residual Cash Payment?**

Every Settlement Class Member is eligible to claim a Residual Cash Payment from the Settlement Fund. To receive this benefit, electing Settlement Class Members must submit a valid Claim Form, but no documentation is required to make a Claim. The amount of the Residual Cash Payments will be determined on a *pro rata* basis depending upon the number of valid Claims filed and the amount of funds available for these payments, if any. While the amount of this payment depends upon the number of valid Claims made, the amount of the cash payment is currently estimated to be approximately \$30. The payment could be more or less than this amount, but in no event shall the payment exceed \$599 per person.

Eligibility for any award and the validity of your Claim, including the Residual Cash Payment, will be determined by the Settlement Administrator as outlined in **Question 16**.

#### **12. When and how will the amount of Residual Cash Payments be adjusted?**

The amounts paid for all Residual Cash Payments will be determined depending on how many Settlement Class Members submit valid Claims. The amount of this benefit shall be determined pro rata based on the amount remaining in the Settlement Fund, if any, following payment of the Fee Award and Expenses, Service Awards, Administration and Notice Costs, CAFA Notice costs, Credit Monitoring costs, and Claims for reimbursement of documented Monetary Losses.

#### **13. What happens after all Claims are processed and there are funds remaining?**

The funds remaining in the Settlement Fund after completion of all other disbursements and after the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent in equal amounts to the Network Systems and Security Lab at the University of Georgia (the “NSS Lab”) and the Electronic Frontier Foundation (the “EFF”), which were jointly proposed by the Settling Parties and approved by the Court, as a *cy près* distribution.

Because the Residual Cash Payments will be calculated as a pro rata share of the remaining Settlement Fund, it may be that all remaining Settlement Funds will be initially distributed to the Settlement Class Members. In that case, Remainder Funds will only consist of uncashed Settlement checks or electronic payments that are not redeemed.

### **Your Options as a Settlement Class Member**

#### **14. If I am a Settlement Class Member, what options do I have?**

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. In order to receive payment or Credit Monitoring from the Settlement, you must submit a valid Claim Form.

If you do not want to give up your right to sue Defendant or other Released Parties regarding the Data Breach or the issues raised in the Litigation, you must exclude yourself (or “opt out”) from the Settlement Class. See **Question 17** below for instructions on how to exclude yourself.

If you wish to object to the Settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and submit a written objection. See **Question 20** below for instructions on how to submit an objection.

**15. What happens if I do nothing?**

If you do nothing, you will get no award from this Settlement. Unless you exclude yourself, after the Settlement is granted Final Approval by the Court and the judgment becomes Final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or other Released Parties related to the claims released in the Settlement Agreement.

**16. Who decides my Settlement Claim and how do they do it?**

The Settlement Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a Claim and it will not be paid.

**17. How do I exclude myself from the Settlement?**

To opt out of the Settlement, you must submit a Request for Exclusion that must (i) include a full name, current address, and telephone number; (ii) contain the Settlement Class Member's signature; (iii) contain a clear statement communicating that the Settlement Class Member elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement; and (iv) be **postmarked on or before November 3, 2025**. You must mail your request to this address:

**McNally, et al. v. Infosys McCamish Systems, LLC  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391**

Your request must be **postmarked by November 3, 2025**.

**18. If I exclude myself, can I receive any payment from this Settlement?**

No. If you exclude yourself, you will not be entitled to any award under the Settlement. However, you will also not be bound by any judgment in this Action.

**19. If I do not exclude myself, can I sue Defendant or other Released Parties regarding the Data Breach later?**

No. Unless you exclude yourself, you give up any right to sue Defendant or other Released Parties for the claims that the Settlement Agreement releases. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this Litigation. If you exclude yourself, do not submit a Claim Form requesting a payment.

**20. How do I object to the Settlement?**

All Settlement Class Members who do not opt out from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject this Settlement. If the Court denies approval, no Settlement payments will be sent out and the Litigation will continue. If that is what you want to happen, you must object.

**Questions? Go to [www.infosysdatasettlement.com](http://www.infosysdatasettlement.com) or call (833) 621-8670**

If you are represented by counsel, your counsel must file any objection via the Court's electronic filing system.

If you are not represented by counsel:

Any objection to the proposed Settlement must be in writing, and your objection and any supporting papers must be mailed to this address:

**McNally, et al. v. Infosys McCamish Systems, LLC**  
**c/o Kroll Settlement Administration LLC**  
**P.O. Box 225391**  
**New York, NY 10150-5391**

You must also mail a copy of your objection to the attorneys for the Settling Parties, at the following addresses:

| <b>Class Counsel</b>                                                                                                         | <b>Defendant's Counsel</b>                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| Patrick A. Barthle II<br>MORGAN & MORGAN COMPLEX<br>LITIGATION GROUP<br>201 N. Franklin Street, 7th Floor<br>Tampa, FL 33602 | Caz Hashemi<br>WILSON SONSINI GOODRICH &<br>ROSATI, P.C.<br>650 Page Mill Road<br>Palo Alto, CA 94304-1050                    |
| Gary M. Klinger<br>MILBERG COLEMAN BRYSON<br>PHILLIPS GROSSMAN PLLC<br>227 W. Monroe Street, Suite 2100<br>Chicago, IL 60606 | Eric Tuttle<br>WILSON SONSINI GOODRICH &<br>ROSATI, P.C.<br>701 Fifth Avenue, Suite 5100<br>Seattle, WA 98104-7036            |
| Kevin Laukaitis<br>LAUKAITIS LAW LLC<br>954 Avenida Ponce De Leon,<br>Suite 205, #10518<br>San Juan, PR 00907                | John Karin<br>WILSON SONSINI GOODRICH &<br>ROSATI, P.C.<br>1301 Avenue of the Americas, 40th Floor<br>New York, NY 10019-6022 |
| J. Cameron Tribble<br>THE BARNES LAW GROUP, LLC<br>31 Atlanta Street<br>Marietta, GA 30060<br>ctribble@barneslawgroup.com    |                                                                                                                               |

Whether or not you are represented by counsel:

Your objection must be filed or postmarked no later than the Objection Deadline, **November 3, 2025**.

**Questions? Go to [www.infosysdatasettlement.com](http://www.infosysdatasettlement.com) or call (833) 621-8670**

To be considered by the Court, your written objection must: (i) include the Settlement Class Member's full name, current address, and telephone number; (ii) contain the Settlement Class Member's signature; (iii) state that the objector has reviewed the Settlement Class definition and understands that they are a Settlement Class Member; (iv) state that the Settlement Class Member objects to the Settlement in whole or in part; (v) set forth a statement of the specific legal and factual basis or bases for the objection, including whether each objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and including any evidence or legal authority the Settlement Class Member wishes to bring to the Court's attention; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of their position; and (vii) state whether the Settlement Class Member intends to appear at the Final Approval Hearing.

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. If you intend to appear at the Final Approval Hearing, either with or without counsel, you must also file a notice of appearance with the Court, as well as serve notice on Class Counsel and Defendant's Counsel by the Objection Deadline.

The submission of an objection allows Class Counsel and Defendant's Counsel to take your deposition pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and location, and to obtain any evidence relevant to the objection.

### **Court Approval of the Settlement**

#### **21. How, when, and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **December 18, 2025 at 10:00 a.m. ET** at the United States District Court for the Northern District of Georgia, Courtroom 1908, 75 Ted Turner Drive, SW, Atlanta, GA 30303. At the Final Approval Hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and to approve and direct consummation of the Settlement Agreement. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Class Counsel's request for a Fee Award and Expenses and Settlement Class Representatives' request for Service Awards. At or after the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so you should check [www.infosysdatasettlement.com](http://www.infosysdatasettlement.com) before the hearing to confirm the schedule if you wish to attend.

#### **22. Do I have to attend the hearing?**

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person in order to make an objection; the Court will consider any written objections properly submitted according to the instructions in **Question 20**. You or your own lawyer are welcome to attend the hearing at your expense, but you are not required to do so.

**23. What happens if the Court approves the Settlement?**

If the Court approves the Settlement and no appeal is taken, the Settlement Fund will be fully funded. The Settlement Administrator will pay any Fee Award and Expenses and Service Awards. Then, the Settlement Administrator will make payments for unreimbursed documented Monetary Losses, Credit Monitoring costs, and Residual Cash Payments on behalf of Settlement Class Members who submitted timely and valid Claim Forms.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal.

**24. What happens if the Court does not approve the Settlement?**

If the Court does not approve the Settlement, there will be no Credit Monitoring or Settlement payments to Settlement Class Members or Plaintiffs' Counsel, and the case will proceed as if no settlement had been attempted, or the Settling Parties may attempt to negotiate a new settlement.

**Lawyers for the Settlement Class and Defendant**

**25. Who represents the Settlement Class?**

The Court has appointed the following Class Counsel to represent the Settlement Class in this Action:

| <b>Class Counsel</b>                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------|
| Kevin Laukaitis<br>LAUKAITIS LAW LLC<br>954 Avenida Ponce De Leon,<br>Suite 205, #10518<br>San Juan, PR 00907                |
| Patrick A. Barthle II<br>MORGAN & MORGAN COMPLEX LITIGATION GROUP<br>201 N. Franklin Street, 7th Floor<br>Tampa, FL 33602    |
| Gary M. Klinger<br>MILBERG COLEMAN BRYSON<br>PHILLIPS GROSSMAN PLLC<br>227 W. Monroe Street, Suite 2100<br>Chicago, IL 60606 |
| J. Cameron Tribble<br>THE BARNES LAW GROUP, LLC<br>31 Atlanta Street<br>Marietta, GA 30060<br>ctribble@barneslawgroup.com    |

Settlement Class Members will not be charged for the services of Class Counsel. Class Counsel will be paid out of the Settlement Fund, subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

**Questions? Go to [www.infosysdatasettlement.com](http://www.infosysdatasettlement.com) or call (833) 621-8670**

**26. How will the lawyers for the Settlement Class be paid and what Service Awards will be requested?**

Class Counsel will file a request for a Fee Award and Expenses, seeking an award of attorneys' fees to be paid from the Settlement Fund not to exceed one-third (33.33%) of the value of the Settlement Fund (\$5,833,333.33), and also reimbursement of reasonable litigation expenses.

Settlement Class Representatives will request Service Awards of up to \$2,500 each.

**27. Who represents Defendant in the Action?**

Defendant is represented by the following counsel:

**Defendant's Counsel**

Caz Hashemi  
WILSON SONSINI GOODRICH & ROSATI, P.C.  
650 Page Mill Road  
Palo Alto, CA 94304-1050  
chashemi@wsgr.com

Eric Tuttle  
WILSON SONSINI GOODRICH & ROSATI, P.C.  
701 Fifth Avenue, Suite 5100  
Seattle, WA 98104-7036  
etuttle@wsgr.com

John Karin  
WILSON SONSINI GOODRICH & ROSATI, P.C.  
1301 Avenue of the Americas, 40th Floor  
New York, NY 10019-6022  
jkarin@wsgr.com

**For Further Information**

**28. What if I want further information or have questions or no longer live at my address?**

Go to the Contact section of [www.infosysdatasettlement.com](http://www.infosysdatasettlement.com), call (833) 621-8670, or write to the McNally, et al. v. Infosys McCamish Systems, LLC, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391.

**Please do not contact the Court or Defendant's Counsel.**

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