Michelle B. Baker, Esq. (SBN 199130)
Kelsey Aliabadi, Esq. (SBN 343804)
BAKER LAW GROUP, LLP
4225 Executive Square, Suite 600
La Jolla, California 92037
Telephone: (858) 452-0093
E-mail: michelle@bakerllp.com

*Counsel for Plaintiff Ilana Meislik*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF ORANGE**

| | |
|---|---|
| ILANA MEISLIK, on behalf of herself, and aggrieved California-based non-exempt employees,<br>Plaintiff,<br><br>vs.<br><br>LAMKONE RESTAURANTS INC., a California corporation; WAHOO'S FISH TACO, LLC, and DOES 1 through 10, inclusive;<br><br>Defendants | Case No: 30-2024-01391500-CU-OE-CXC<br><br>**DECLARATION OF SEAN HARTRANFT OF APEX CLASS ACTION LLC IN SUPPORT OF MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT**<br><br>Date: October 15, 2026<br>Time: 2:00 p.m.<br>Judge: Judge McCormick<br>Dept.: CX105 |

**DECLARATION OF SEAN HARTRANFT**

I, Sean Hartranft, declare as follows:

1. I am the Chief Executive Officer of Apex Class Action LLC ("Apex"), a settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex's team has been directly involved with settlement administration for a combined 100 years and has successfully managed numerous class & Private Attorneys General Act ("PAGA") actions during that time. Our team comprises experienced professionals with extensive knowledge of settlement administration. Additionally, Apex possesses the necessary technology and infrastructure to manage large-scale settlements efficiently. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex.

4. Apex has extensive expertise in the dissemination of settlement notices and administration of PAGA settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund ("QSF") distribution for settlements of various sizes. We maintain the highest level of confidentiality in all our operations. Any employee data and communication received by us will be treated with utmost discretion and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in settlement administration.

5. Apex ensures that client and aggrieved employee information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard aggrieved employee information, Apex has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations, regularly evaluating the effectiveness of its security measures. Access to aggrieved employee information is limited to employees, agents, or subcontractors who require it to perform their duties, and Apex conducts background checks on all personnel with access to sensitive personal information to ensure they

do not pose a threat to the security of client or aggrieved employee information. As part of its commitment to data security and industry best practices, Apex has completed a rigorous third-party audit and is SOC 2 Type II certified, demonstrating its adherence to strict standards for data privacy, confidentiality, and system integrity. This certification reflects Apex's continued focus on protecting sensitive information through well-documented and consistently applied internal controls. Attached is a true and correct copy of Apex's SOC 2 Type II Data Management Policy as **Exhibit B.** To guarantee the security of the settlement administration process, Apex maintains $2,000,000 in Professional Liability insurance and $5,000,000 in Cyber Liability insurance coverage, as required by legal standards and best practices in the legal profession. Attached are the declaration pages for each policy as **Exhibit C.**

6. Apex's disbursement process involves (i) obtaining a Federal Employer Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii) conducting preliminary and final calculations to determine the individual settlement amounts, including attorneys' fees, costs, enhancement awards, and any other court-approved designees; (iv) calculating and reporting state and federal taxes as applicable; and (v) disseminating approved settlement funds and tax forms via first-class mail through the United States Postal Service.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed this 29th day of September 2026, in Irvine, California.

Sean Hartranft

# EXHIBIT A

APEX
CLASS ACTION ADMINISTRATION

## CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards Act (FSLA)
- Telephone Consumer Protection Act (TCPA)
- Employee Retirement Income Security Act (ERISA)
- Product Liability

## SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

## PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

## CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.

To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

## TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

**CONTACT**

**Address**
18 Technology Dr. Ste. 164
Irvine, CA 92618

**Email**
Info@apexclassaction.com

**Phone**
1.800.355.0700

# EXHIBIT B

# Data Management Policy

**Policy Owner:** Nicolas Gonzalez

**Effective Date:** Feb 1, 2026

## Purpose

To ensure that information is classified, protected, retained and securely disposed of in accordance with its importance to the organization.

## Scope

All Apex Class Action LLC data, information and information systems.

## General requirements

Apex Class Action LLC classifies data and information systems in accordance with legal requirements, sensitivity, and business criticality in order to ensure that information is given the appropriate level of protection. Data owners are responsible for identifying any additional requirements for specific data or exceptions to standard handling requirements.

Information systems and applications shall be classified according to the highest classification of data that they store or process.

## Data classification

To help Apex Class Action LLC and its employees easily understand requirements associated with different kinds of information, the company has created three classes of data.

**Confidential**

Highly sensitive data requiring the highest levels of protection; access is restricted to specific employees or departments, and these records can only be passed to others with approval from the data owner, or a company executive. Examples include:

- Customer Data
- Personally identifiable information (PII)
- Company financial and banking data
- Salary, compensation and payroll information
- Strategic plans
- Incident reports
- Risk assessment reports
- Technical vulnerability reports
- Authentication credentials
- Secrets and private keys
- Source code
- Litigation data

**Restricted**

Apex Class Action LLC proprietary information requiring thorough protection; access is restricted to personnel with a "need-to-know" based on business requirements. This data can only be distributed outside the company with approval. This is default for all company information unless stated otherwise. Examples include:

- Internal policies
- Legal documents
- Meeting minutes and internal presentations
- Contracts
- Internal reports
- Slack messages
- Email

**Public**

Documents intended for public consumption which can be freely distributed outside Apex Class Action LLC. Examples include:

- Marketing materials
- Product descriptions
- Release notes
- External facing policies

## Labeling

Confidential data should be labeled "confidential" whenever paper copies are produced for distribution.

# Data handling

**Confidential Data Handling**

Confidential data is subject to the following protection and handling requirements:

- Access for non-preapproved roles requires documented approval from the data owner
- Access is restricted to specific employees, roles and/or departments
- Confidential systems shall not allow unauthenticated or anonymous access
- Confidential Customer Data shall not be used or stored in non-production systems/environments
- Confidential data shall be encrypted at rest and in transit over public networks in accordance with the Cryptography Policy
- Mobile device hard drives containing confidential data, including laptops, shall be encrypted
- Mobile devices storing or accessing confidential data shall be protected by a log-on password (or equivalent, such as biometric) or passcode and shall be configured to lock the screen after five (5) minutes of non-use
- Backups shall be encrypted
- Confidential data shall not be stored on personal phones or devices or removable media including USB drives, CD's, or DVD's
- Paper records shall be labeled "confidential" and securely stored and disposed of in a secure, approved manner in accordance with data handling and destruction policies and procedures
- Hardcopy paper records shall only be created based on a business need and shall be avoided whenever possible
- Hard drives and mobile devices used to store confidential information must be securely wiped prior to disposal or physically destroyed
- Transfer of confidential data to people or entities outside the company shall only be done in accordance with a legal contract or arrangement, and the explicit written permission of management or the data owner

**Restricted Data Handling**

Restricted data is subject to the following protection and handling requirements:

- Access is restricted to users with a need-to-know based on business requirements
- Restricted systems shall not allow unauthenticated or anonymous access
- Transfer of restricted data to people or entities outside the company or authorized users shall require management approval and shall only be done in accordance with a legal contract or arrangement, or the permission of the data owner
- Paper records shall be securely stored and disposed of in a secure, approved manner in accordance with data handling and destruction policies and procedures
- Hard drives and mobile devices used to store restricted information must be securely wiped prior to disposal or physically destroyed

**Public Data Handling**

No special protection or handling controls are required for public data. Public data may be freely distributed.

# Data retention

Apex Class Action LLC shall retain data as long as the company has a need for its use, or to meet regulatory or contractual requirements. Once data is no longer needed, it shall be securely disposed of or archived. Data owners, in consultation with legal counsel, may determine retention periods for their data.

Personally identifiable information (PII) shall be deleted or de-identified as soon as it no longer has a business use.

Retention periods shall be documented in the Data Retention Matrix in Appendix B to this policy.

## Data & device disposal

Data classified as restricted or confidential shall be securely deleted when no longer needed. Apex Class Action LLC shall assess the data and disposal practices of third-party vendors in accordance with the Third-Party Management Policy. Only third-parties who meet Apex Class Action LLC requirements for secure data disposal shall be used for storage and processing of restricted or confidential data.

Apex Class Action LLC shall ensure that all restricted and confidential data is securely deleted from company devices prior to, or at the time of, disposal. Confidential and Restricted hardcopy materials shall be shredded or otherwise disposed of using a secure method.

Personally identifiable information (PII) shall be collected, used and retained only for as long as the company has a legitimate business purpose. PII shall be securely deleted and disposed of following contract termination in accordance with company policy, contractual commitments and all relevant laws and regulations. PII shall also be deleted in response to a verified request from a consumer or data subject, where the company does not have a legitimate business interest or other legal obligation to retain the data.

## Annual data review

Management shall review data retention requirements during the annual review of this policy. Data shall be disposed of in accordance with this policy.

## Legal requirements

Under certain circumstances, Apex Class Action LLC may become subject to legal proceedings requiring retention of data associated with legal holds, lawsuits, or other matters as stipulated by Apex Class Action LLC legal counsel. Such records and information are exempt from any other requirements specified within this Data Management Policy and are to be retained in accordance with requirements identified by the Legal department. All such holds and special retention requirements are subject to annual review with Apex Class Action LLC's legal counsel to evaluate continuing requirements and scope.

## Policy compliance

Apex Class Action LLC will measure and verify compliance to this policy through various methods, including but not limited to, business tool reports, and both internal and external audits.

## Exceptions

Requests for an exception to this Policy must be submitted to the IT Manager for approval.

## Violations & enforcement

Any known violations of this policy should be reported to the IT Manager. Violations of this policy can result in immediate withdrawal or suspension of system and network privileges and/or disciplinary action in accordance with company procedures up to and including termination of employment.

## Version history

| Version | Date | Description | Author | Approver |
|---|---|---|---|---|
| 2.0 | Jan 28, 2026 | Version 2.0 | Nicolas Gonzalez | Nicolas Gonzalez |
| 1.0 | Sep 23, 2025 | Version 1.0 | Nicolas Gonzalez | Nicolas Gonzalez |

## APPENDIX A - Internal retention and disposal procedure

Apex Class Action LLC's Engineering Team is responsible for setting and enforcing the data retention and disposal procedures for Apex Class Action LLC managed accounts and devices.

**Customer Accounts:**

1. Customer accounts and data shall be deleted within sixty (60) days of contract termination through manual data deletion processes.

**Devices:**

1. Employee devices will be collected promptly upon an employee's termination. Remote employees will be sent a shipping label and the return of their device shall be monitored.
2. Collected devices will be cleared to be re-provisioned - or removed from inventory, Apex Class Action LLC will securely erase the device when reprovisioning.
3. Device images may be retained at the discretion of management for business purposes

**Destroying devices or electronic media**

In cases where a device is damaged in a way that Apex Class Action LLC cannot access the Recovery Partition to erase the drive, Apex Class Action LLC may optionally decide to use an E-Waste service that includes data destruction with a certificate. Apex Class Action LLC will keep certificates of destruction on record for one year. Physical destruction can be optional if it is verified that the device is encrypted with Full Disk Encryption, which would negate the risk of data recovery.

Management will review this procedure at least annually.

## APPENDIX B - Data retention matrix

| System or Application | Data Description | Retention Period |
|---|---|---|
| Apex Class Action LLC SaaS Products (AWS) | Customer Data | Up to 60 days after contract termination |
| Apex Class Action LLC AutoSupport | Customer instance and metadata, debugging data | Indefinite |
| Apex Class Action LLC Customer Support Tickets (Salesforce) | Support Tickets and Cases | Indefinite |
| Apex Class Action LLC Customer Support Phone Conversations (TalkDesk) | Support Phone Conversations | Indefinite |
| Apex Class Action LLC Security Event Data (Splunk) | Security and system event and log data, network data flow logs | On-Premise - Indefinite<br>AWS Instance - 1 year |
| Apex Class Action LLC Vulnerability Scan Data (Qualys) | Vulnerability scan results and detection data | 6 months<br>host (asset) data is retained until removed and purged from Qualys |
| Apex Class Action LLC Customer Sales (Salesforce) | Opportunity and Sales Data | Indefinite |
| Apex Class Action LLC QA and Testing Data (TestRail) | QA, testing scenarios and results data | Indefinite |
| Security Policies | Security Policies | 1 year after archive |
| Temporary Files | AWS /tmp ephemeral storage | automatically when process finishes |

# EXHIBIT C

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/03/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (831) 624-3591
**CHRISTOPHER PRO INSURANCE SERVICES**
**P.O. BOX 221668**
**CARMEL CA 93922**

Agency Lic#: CA 0I22517

CONTACT NAME: **Mary Chancellor**
PHONE (A/C, No, Ext): **(831) 624-3591** FAX (A/C, No):
E-MAIL ADDRESS: **mary@christopherproinsurance.com**

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : **Hiscox-Lloyd's of London** | |
| INSURER B : **Scottsdale Insurance** | |
| INSURER C : | |
| INSURER D: | |
| INSURER E : | |
| INSURER F : | |

INSURED
**APEX CLASS ACTION, LLC**
**18 TECHNOLOGY DR. STE. 164**
**IRVINE CA 92618**

**COVERAGES** **CERTIFICATE NUMBER:** 2007 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurence) | $ |
| | | | | | | | MED. EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| **A** | Primary Prof. Liab. | | | **MPL5320519.** | **05/30/26** | **05/30/27** | **$1,000,000 per claim** | **$1,000,000 per agg** |
| **B** | Excess Prof. Liab | | | **EKS3626198** | **05/30/26** | **05/30/27** | **$1,000,000 per claim** | **$1,000,000 per agg** |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**Total limits $2,000,000 per claim $2,000,000 per agg. $10k per claim deductible applies.**

**CERTIFICATE HOLDER**

**EVIDENCE OF PROFESSIONAL LIABILITY INSURANCE**

**Attention: TO WHOM IT MAY CONCERN**

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE

Mary Chancellor


© 1988-2014 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Coalition Insurance Solutions, Inc.
CA License No. 0L76155
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

# Coalition Active Cyber Policy

## DECLARATIONS

NOTICE: YOUR POLICY CONTAINS CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST YOU DURING THE POLICY PERIOD (OR ANY APPLICABLE OPTIONAL EXTENDED REPORTING PERIOD) AND REPORTED TO US IN ACCORDANCE WITH THE TERMS OF THIS POLICY. CLAIM EXPENSES REDUCE THE APPLICABLE LIMITS OF LIABILITY, ARE SUBJECT TO RETENTIONS, AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY.

PLEASE READ YOUR POLICY CAREFULLY, AND CONSULT YOUR INSURANCE ADVISOR WITH ANY QUESTIONS.

| | |
|---|---|
| Policy No.: | C-4N7S-250968-CYBER-2026 |
| Renewal of: | C-4N7S-250968-CYBER-2025 |
| Broker: | LOCKTON AFFINITY, LLC |
| Broker License No.: | 0795478 |
| Agency: | Lockton Affinity, LLC |
| Agency Address: | 10895 Lowell Avenue, suite 300<br>Overland Park, KS 66210 |

| | | | |
|---|---|---|---|
| Item 1. | **Named Insured** | Apex Class Action LLC | |
| | **Address** | 18 Technology Drive, Suite 154<br>Irvine, CA 92618 | |
| Item 2. | **Policy Period** | From: July 18, 2026<br>To: July 18, 2027<br>*Both dates at 12:01 A.M. at the Address stated in Item 1.* | |
| Item 3. | **Policy Premium** | **Premium** | [redacted] |
| | | **Total** | [redacted] |
| Item 4.A | **Aggregate Policy Limit of Liability** | | $5,000,000 |
| Item 4.B | **Per Event Limit of Liability** | | $5,000,000 |
| Item 4.C | **Optional Separate Limit of Liability for Breach Response Costs** | | Included |
| Item 5. | **Insuring Agreement(s) purchased, Limits, Retentions, and Waiting Period** | | |
| | Coverage under this Policy is provided only for those Insuring Agreements for which a limit is indicated below. If no limit is shown for an Insuring Agreement, such Insuring Agreement is not provided by this Policy. The Aggregate Policy Limit of Liability in Item 4.A is the maximum amount the Insurer(s) will pay under this Policy, regardless of the number of Insuring Agreements purchased.<br><br>If the Optional Separate Limit of Liability for Breach Response Costs has been elected in Item 4.C, then the Limit specified in Item 5.B Breach Response Costs will not be subject to the Aggregate Policy Limit of Liability or the Per Event Limit of Liability. | | |
| | **Insuring Agreements** | | |

Coalition Insurance Solutions, Inc.
CA License No. 0L76155
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

| FIRST PARTY COVERAGES | | |
|---|---|---|
| **ACTIVE RISK CONTROL COVERAGES** | **LIMIT** | **RETENTION** |
| A. Rapid Response Services | *Rapid Response Services are not subject to a Retention and will not erode the Aggregate Policy Limit of Liability.* | |
| B. Breach Response Costs | $5,000,000 | $15,000 |
| | | $0 for computer forensic services provided by Coalition Incident Response |
| C. Ransomware and Cyber Extortion | $5,000,000 | $15,000 |
| D. Data Recovery and Computer Replacement Costs | $5,000,000 | $15,000 |
| **BUSINESS INTERRUPTION COVERAGES** | **LIMIT** | **RETENTION** |
| E. Direct Business Interruption<br>Waiting Period: 8 hours<br>Reduced Waiting Period: 1 hour | | |
| • Security Failure | $5,000,000 | $15,000 |
| • Systems Failure | $5,000,000 | $15,000 |
| • Voluntary Shutdown | $5,000,000 | $15,000 |
| F. Contingent Business Interruption<br>Waiting Period: 8 hours | | |
| • IT Provider Security Failure | $5,000,000 | $15,000 |
| • IT Provider Systems Failure | $5,000,000 | $15,000 |
| • Non-IT Provider Security Failure | $2,500,000 | $15,000 |
| • Non-IT Provider Systems Failure | $1,250,000 | $15,000 |
| • Voluntary Shutdown | $5,000,000 | $15,000 |
| G. Reputational Harm Loss | $5,000,000 | $15,000 |
| H. Proof of Loss Preparation | $250,000 | $15,000 |
| **CYBER CRIME COVERAGES** | **LIMIT** | **RETENTION** |
| I. Funds Transfer Fraud and Social Engineering | $250,000 | $1,000 |
| | | *Reduced FTF Retention:* $500 |
| J. Service Fraud Including Cryptojacking | $250,000 | $15,000 |
| K. Impersonation Repair | $250,000 | $15,000 |
| L. Invoice Manipulation | $250,000 | $15,000 |
| **THIRD PARTY LIABILITY COVERAGES** | | |

Coalition Insurance Solutions, Inc.
CA License No. 0L76155
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

| | | | |
|---|---|---|---|
| | **CYBER LIABILITY COVERAGES** | **LIMIT** | **RETENTION** |
| | M. Network Security and Privacy Liability | $5,000,000 | $15,000 |
| | N. Regulatory Actions | $5,000,000 | $15,000 |
| | O. PCI Fines and Assessments | $5,000,000 | $15,000 |
| | P. Funds Transfer Liability | $5,000,000 | $15,000 |
| | **TECHNOLOGY E&O AND MEDIA LIABILITY COVERAGES** | **LIMIT** | **RETENTION** |
| | Q. Technology Errors and Omissions | N/A | N/A |
| | R. Media Liability | $5,000,000 | $15,000 |
| | **ADDITIONAL BENEFITS** | | |
| | S. Court Attendance | *i. Total Limit:* $25,000<br>*ii. Per day, per person limit: $250* | $0 |
| | T. Criminal Reward | $25,000 | $0 |
| Item 6. | **Prevention and Mitigation Costs** | $2,540<br>*See Section IX.G. Prevention and Mitigation Costs of the Policy for more details.* | |
| Item 7. | **Insurer(s) and Participation** | | |

| **Insurer** | **Participation** |
|---|---|
| Arch Specialty Insurance Company | 30% |
| Aspen Specialty Insurance Company | 10% |
| Fireman's Fund Indemnity Corporation | 20% |
| Fortegra Specialty Insurance Company | 35% |
| Vantage Risk Specialty Insurance Company | 5% |

The obligations of each Insurer in Item 7 of this Declarations are limited to the extent of each insurer's participation.

| | | |
|---|---|---|
| Item 8. | **Notification of Incidents, Claims, or Potential Claims** | **By Email:**<br>Attn: Coalition Claims<br>claims@coalitioninc.com |
| | | **By Phone on the 24/7 Hotline:**<br>1.833.866.1337 |
| | | **By Mail:**<br>Attn: Coalition Claims<br>1 Embarcadero Center, Suite 1200<br>San Francisco, CA 94111 |
| Item 9. | **Retroactive Date** | Full Prior Acts Coverage |
| Item 10. | **Continuity Date** | July 18, 2024 |
| Item 11. | **Choice of Law** | California |

Coalition Insurance Solutions, Inc.
CA License No. 0L76155
1 Embarcadero Center, Suite 1200
San Francisco, CA 94111

| Item 12. | Endorsements and Forms at Inception | | |
|---|---|---|---|
| | # | Name of Form or Endorsement | Coalition Reference # |
| | | DECLARATIONS | CYUSP-50DC-0125-01 |
| | | SIGNATURE PAGE - USA | CYUSP-00NT-000002-0725-03 |
| | | SIGNATURE PAGE ARCH | CYUSP-00NT-000006-0922-00 |
| | | SIGNATURE PAGE FORTEGRA | CYUSP-00NT-000003-0323-01 |
| | | SIGNATURE PAGE VANTAGE | CYUSP-50NT-000007-0225-01 |
| | | SIGNATURE PAGE ASPEN SPECIALTY INSURANCE COMPANY | CYUSP-50NT-000003-0124-01 |
| | | COALITION ACTIVE CYBER POLICY | CYUSP-50PF-0125-01 |
| | 1 | QUOTA SHARE ENDORSEMENT | CYUSP-50EN-000085-0125-01 |
| | 2 | SERVICE OF SUIT ENDORSEMENT | CYUSP-50EN-000090-0125-02 |
| | 3 | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM | CYUSP-50EN-000109-0125-01 |
| | 4 | DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT | CYUSP-50EN-000110-0125-01 |
| | 5 | COALITION ACTIVE INSURED – VANISHING RETENTION ENDORSEMENT | CYUSP-50EN-000120-0125-01 |
| | 6 | ENHANCED PRIVACY LIABILITY ENDORSEMENT<br>Limit: $1,000,000 Retention: $15,000 | CYUSP-50EN-000030-0226-03 |
| | 7 | DEEPFAKE RESPONSE ENDORSEMENT | CYUSP-50EN-000139-1025-01 |
| | 8 | SINGLE HIGHEST RETENTION/DEDUCTIBLE ENDORSEMENT/PRO RATA SHARING OF LIMITS COALITION PREFERRED - CYBER & EXECUTIVE RISK | CYUSP-50EN-000088-0125-01 |

THIS DECLARATIONS IS ATTACHED TO AND FORMS PART OF THE POLICY.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS POLICY TO BE SIGNED OFFICIALLY BELOW.



Authorized Representative

July 20, 2026
Date

Coalition Insurance Solutions, Inc.