

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS  
EASTERN DIVISION**

IN RE: GREYLOCK MCKINNON  
ASSOCIATES DATA SECURITY  
INCIDENT LITIGATION

CASE NO. 1:24-CV-10797-DJC

**AMENDMENT TO SETTLEMENT AGREEMENT**

This Amendment to Settlement Agreement<sup>1</sup> is entered into by Plaintiffs, on behalf of themselves and the provisionally certified Settlement Class, on the one hand, and Defendant Greylock McKinnon Associates, Inc., on the other hand, and shall be effective as of May 12, 2025.

WHEREAS, the Parties entered into the Agreement on January 29, 2025;

WHEREAS, the Parties now desire to amend the Agreement to modify the definition of “Damages Settlement Class” to limit this definition to persons who were mailed notice of the Data Incident by or at the direction of Defendant or any of its clients on or prior to May 8, 2025;

WHEREAS, pursuant to Paragraph 143 of the Agreement, subject to Court approval, Class Counsel and Defendant have the authority to enter into this Amendment to modify the Agreement;

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<sup>1</sup> This Amendment to Settlement Agreement shall be referred to herein as “Amendment” and all other capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement.

NOW, THEREFORE, in consideration for the Parties' promises and commitments in the Agreement, the Parties hereby modify the Agreement as follows:

31. This paragraph shall be deleted in its entirety and replaced with the following: "Damages Settlement Class" means "all individuals residing in the United States whose Social Security number was affected by the Data Incident and who were mailed notice of the Data Incident by the Defendant or its designee on or prior to May 1, 2025." Excluded from the Damages Settlement Class are (1) the judges presiding over this Action, 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 its current or former officers and directors; and (3) Settlement Class Members who submit a request to opt-out prior to the Opt-Out Deadline.

No other provisions of the Agreement are affected by this Amendment. The Parties agree to file a motion with the Court seeking approval of this Amendment.

**PLAINTIFFS (by Class Counsel Pursuant to Paragraph 143 of the Agreement)**

*Jeffrey Ostrow*

Jeffrey Ostrow (May 12, 2025 15:07 EDT)

JEFF OSTROW  
KOPELOWITZ OSTROW P.A.

*Raina Borrelli*

Raina Borrelli (May 12, 2025 14:17 CDT)

RAINA BORRELLI  
STRAUSS BORRELLI PLLC

**DEFENDANT  
GREYLOCK MCKINNON ASSOCIATES, INC.**

*Renee Rushnawitz*

By:       Renee Rushnawitz        
Its       Managing Director