

EXHIBIT 1:
Class Action Settlement Agreement

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

PITTSBURGH DIVISION

BLAIR DOUGLASS, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

ELECOM USA, INC.,

Defendant.

Civil Action No. 2:25-cv-01788

CLASS ACTION SETTLEMENT AGREEMENT

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Settlement Agreement

1. Introduction. This Agreement (all capitalized terms shall have the meanings set forth in Section 2) is entered into by and between Elecom USA, Inc. (“Elecom”) and Blair Douglass (“Named Plaintiff”), individually and on behalf of the Settlement Class.

1.1. Elecom operates and controls the Websites, which are open to consumers in the United States through the internet.

1.2. This Agreement applies to the Websites, New Websites and Mobile Apps, and Subsequently Acquired Websites and Mobile Apps, but not Subsequently Abandoned Websites and Mobile Apps.

1.3. Named Plaintiff uses Appropriate Auxiliary Aids and Services to access digital information and is a person with a disability as that term is used in the ADA. Named Plaintiff has attempted to patronize the Websites and intends to do so again in the future.

1.4. On or about November 18, 2025, Named Plaintiff filed this Lawsuit, alleging that Elecom does not have, and has never had, adequate corporate policies and practices that are reasonably calculated to cause the Websites to be Accessible to individuals who are Blind and/or who have a Visual Disability, in violation of the ADA.

1.5. Elecom denies Named Plaintiff’s allegations but the Parties nevertheless wish to affect a complete resolution and settlement of all claims, disputes, and controversies relating to the allegations of Named Plaintiff and the Settlement Class, and to resolve their differences and disputes by settling this Lawsuit.

1.6. This Agreement is binding on Elecom’s subsidiaries, successors, and assigns.

2. Definitions.

2.1. “**Accessibility Consultant**” means the person or company designated by Elecom to serve the purposes of Section 8 of this Agreement.

2.2. “**Accessibility Coordinator**” means the employee designated by Elecom to serve the purposes of Section 7 of this Agreement.

2.3. “**Accessibility Feedback Form**” means a form in Elecom’s Accessibility Statement required by Section 11 of this Agreement.

2.4. “**Accessibility Statement**” means the statement required by Section 11 of this Agreement that must demonstrate Elecom’s commitment to implementing

Accessible services to individuals who are Blind and/or who have a Visual Disability.

- 2.5. **“Accessibility Strategy”** means the corrective action strategy required by Section 10 of this Agreement.
- 2.6. **“Accessibility Support”** means the individuals providing the support required by Section 15 of this Agreement.
- 2.7. **“Accessible”** or **“Accessibility”** refers to digital content that provides effective communication to all users. The parties agree that content that conforms to the success criteria of WCAG 2.1 meets this definition.
- 2.8. **“ADA”** means Title III of the Americans with Disabilities Act, 42 U.S.C. §§ 12181 *et seq.*, and its implementing regulations.
- 2.9. **“Agreement”** means this settlement agreement.
- 2.10. **“Agreement Term”** means the time from the Effective Date through the end of two (2) years from the Effective Date, including any extensions under Section 18.
- 2.11. **“Annual End-User Accessibility Testing”** means the annual testing required by Section 17 of this Agreement. Such testing focuses on the end-user experience by typical individuals who are Blind and/or who have a Visual Disability. Annual End-User Accessibility Testing shall not require an assessment of compliance with WCAG 2.1.
- 2.12. **“Annual Report”** means the document Elecom shall submit to Class Counsel on the Effective Date’s anniversary date during the Agreement Term pursuant to Section 23 of this Agreement, stating the status of this Agreement’s implementation and identifying any outstanding issues on which the Parties are in disagreement.
- 2.13. **“Appropriate Auxiliary Aids and Services”** means the term as defined by the ADA regulations in 28 C.F.R. § 36.303 and as applied to the individuals who are Blind and/or who have a Visual Disability.
- 2.14. **“Blind and/or who have a Visual Disability”** means, with respect to an individual, an impairment that substantially limits the major life activity of seeing, in accordance with the definition of disability set forth in the ADA, 42 U.S.C. § 12102(1)-(2).
- 2.15. **“Class Counsel”** means Kevin Tucker, Kevin Abramowicz, Stephanie Moore, Chandler Steiger, Kayla Conahan, and Jessica Liu of East End Trial Group LLC.

Any required notice to Class Counsel is deemed effective by mailing it to East End Trial Group LLC.

- 2.16. **“Costs”** means all out-of-pocket expenses reasonably incurred, and shall include (but not be limited to) amounts payable to experts.
- 2.17. **“Court”** means the United States District Court for the Western District of Pennsylvania.
- 2.18. **“Digital Properties”** means the Websites, any New Websites and Mobile Apps, and any Subsequently Acquired Websites and Mobile Apps.
- 2.19. **“Dispute Resolution Procedure”** means the process described in Section 24 of this Agreement.
- 2.20. **“Effective Date”** means the date on which all conditions precedent set forth in Section 3 of this Agreement are completed.
- 2.21. **“Elecom”** means Elecom USA, Inc.
- 2.22. **“Elecom Parties”** means Elecom and its present and former parents and subsidiaries and each of their respective present, former, or future officers, directors, employees, shareholders, administrators, executors, affiliates, successors, and assigns.
- 2.23. **“Elecom Personnel”** means all persons who are employed by Elecom and who have managerial responsibility for the design and development of the Website, the New Websites and Mobile Apps, or Subsequently Acquired Websites and Mobile Apps.
- 2.24. **“Elecom Settlement Contact”** means a Elecom employee designated as the initial point of contact for Class Counsel with respect to issues concerning this Agreement. Elecom shall notify Class Counsel in writing of the employee designated as the Elecom Settlement Contact within ten (10) days of the Effective Date. Elecom shall also notify Class Counsel in writing should a new employee be designated as the Elecom Settlement Contact during the Agreement Term. Such notice shall be required within ten (10) days of designation of the new Elecom Settlement Contact.
- 2.25. **“Final Approval”** means the period thirty-one (31) days following approval of this Agreement given in a written order by a United States District Court Judge or Magistrate of competent jurisdiction after notice to the Settlement Class and hearing, provided no appeal is filed during this period. If an appeal is filed, then

Final Approval shall mean the period thirty-one (31) days following the exhaustion of any and all appeal(s).

- 2.26. **“Extended Agreement Term”** means the twelve (12) months immediately following the end of the Agreement Term.
- 2.27. **“Initial Accessibility Audit”** means the initial audit required by Section 9 of this Agreement.
- 2.28. **“Injunctive Releasing Parties”** means Named Plaintiff and the Settlement Class Members, and each of their executors, successors, heirs, assigns, administrators, agents, and representatives.
- 2.29. **“Lawsuit”** means *Douglass v. Elecom USA, Inc.*, Case No. 2:25-cv-01788 (W.D. Pa.).
- 2.30. **“Letter of Accessibility”** means the letter issued by the Accessibility Consultant that confirms the Digital Properties are Accessible, explains the testing standards, and summarizes both the remediation efforts Elecom has taken during the Agreement Term (and, if applicable, the First Extended Agreement Term) and the policies and practices Elecom has adopted to maintain the Digital Properties in an Accessible manner going forward.
- 2.31. **“Modified Bug Fix Priority”** means the policies required by Section 14 of this Agreement.
- 2.32. **“Named Plaintiff”** means Blair Douglass.
- 2.33. **“New Websites and Mobile Apps”** means any website or mobile application that Elecom develops, starts to operate, and makes publicly available to consumers in the United States after the Effective Date of this Agreement.
- 2.34. **“Notice Deadline”** means the deadline for publishing notice to be set by the Court as part of the Preliminary Approval process.
- 2.35. **“Overlays”** means technologies that aim to improve the accessibility of a website by applying a third-party source code (typically JavaScript) to make improvements to the website’s front-end code. Overlays often apply a script to a webpage which scans the webpage’s code and attempts to repair accessibility barriers automatically.
- 2.36. **“Parties”** refers to Elecom, Named Plaintiff, and the Settlement Class.

- 2.37. **“Party”** refers to Elecom, Named Plaintiff, or the Settlement Class.
- 2.38. **“Preliminary Approval”** means the initial approval by the Court of the terms of this Agreement, which will occur before any notice being provided in accordance with this Agreement.
- 2.39. **“Released Injunctive Claims”** means any and all claims, rights, demands, charges, complaints, actions, suits, and causes of action, whether known or unknown, suspected or unsuspected, accrued or unaccrued, for injunctive, declaratory, or non-monetary relief, based on the Accessibility of the Digital Properties to individuals who are Blind and/or who have a Visual Disability, including any injunctive, declaratory, or non-monetary claims under: (i) the ADA; and (ii) any state or local statutory, administrative, regulatory, or code provisions that either (a) directly incorporate the ADA, (b) set forth standards or obligations coterminous with or equivalent to the ADA, or (c) related to accessibility of Elecom’s websites. The Released Injunctive Claims cover all conduct concerning the Accessibility of the Digital Properties through the Agreement Term.
- 2.40. **“Semi-Annual Automated Accessibility Audit”** means the semi-annual audit required by Section 16 of this Agreement.
- 2.41. **“Settlement Class”** or **“Settlement Class Members”** means a national class of individuals who are Blind and/or who have a Visual Disability and who use Appropriate Auxiliary Aids and Services to navigate digital content and who have accessed, attempted to access, or been deterred from attempting to access, or who will access, attempt to access, or be deterred from attempting to access, the Website from the United States.
- 2.42. **“Settlement Website”** means the website located at <https://www.ElecomADAsettlement.com>.
- 2.43. **“Status Report”** means a written evaluation that (a) identifies content, features, and services on the Digital Properties that are not Accessible to individuals who are Blind and/or who have a Visual Disability and who use Appropriate Auxiliary Aids and Services, and (b) recommends steps Elecom should take to ensure their remediation.
- 2.44. **“Subsequently Abandoned Websites and Mobile Apps”** means any website or mobile application, including the Digital Properties, that Elecom ceases to operate or make publicly available to consumers in the United States after the Effective Date of this Agreement.

- 2.45. **“Subsequently Acquired Websites and Mobile Apps”** means any website or mobile application that Elecom acquires from a third party, starts to operate, and makes publicly available to consumers in the United States after the Effective Date of this Agreement.
- 2.46. **“Third-Party Content”** means JavaScript-based programming developed by an entity outside of Elecom or its contractors and that is deployed as a commercial add-on or plug-in for features such as direct customer communication or interaction (*e.g.*, chat or information submission or posting of photographs), payment processing (*e.g.*, Klarna, Affirm, Stripe, etc.), or advertising (*e.g.*, banner or pop-up advertisement).
- 2.47. **“WCAG 2.1”** means the Web Content Accessibility Guidelines 2.1 A/AA, developed by the W3C and available at <https://www.w3.org/TR/WCAG21/>
- 2.48. **“Websites”** means the digital properties located at <https://elecomusa.com/> and <https://nestout.com>.
- 3. Conditions Precedent.** This Agreement shall be conditioned and effective only upon the occurrence of all of the following events.
- 3.1. The Court grants Preliminary Approval of this Agreement and orders certification of the Settlement Class and notice to the Settlement Class Members.
- 3.2. Notice is provided to the Settlement Class Members in accordance with Section 28 of this Agreement.
- 3.3. The Court grants Final Approval of this Agreement and enters judgment in accordance with the terms herein after a fairness hearing has been conducted and all such orders and approvals have become final and non-appealable.
- 4. Elecom Shall Make the Digital Properties Accessible.** Elecom will ensure individuals who are Blind and/or who have a Visual Disability have full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations Elecom provides by and through the Digital Properties as provided for in this Section.
- 4.1. Elecom shall ensure the U.S. portions of the Websites are Accessible by the end of the Agreement Term.
- 4.2. Elecom shall ensure the U.S. portions of any New Websites and Mobile Apps are Accessible when made available to the public.

4.3. Elecom shall ensure the U.S. portions of any Subsequently Acquired Websites and Mobile Apps are Accessible before the end of the Agreement Term or within eighteen (18) months of their acquisition, whichever is later.

4.4. Notwithstanding anything to the contrary contained in this Agreement, it is agreed and understood that Elecom shall not be required to take any actions that would result in an undue burden as defined in 28 C.F.R. § 36.104.

5. Overlays Insufficient Alone. For the purpose of this Agreement, Overlays such as those provided by the following companies as of the Effective Date, will not suffice by themselves to achieve conformance with WCAG 2.1: AccessiBe, Accessibility Adapter, Accessiblelink, Accessibly, Accessiway, Adally, Adapte Mon Web (Adapt my Web), Allyable, Amaze, AudioEye, Bakh Fix, DIGIaccess, Eye-Able.com, Equally.ai, EqualWeb, FACIL'iti, Lisio, MaxAccess, MK-Sense, Poloda AI, Purple Lens, ReciteME, Sogo, TruAbilities, True Accessibility, UsableNet, User1st, and UserWay.

6. Third-Party Content.

6.1. Elecom shall not be required to ensure Third-Party Content is Accessible unless the Third-Party Content is necessary for consumers to independently add an item to their shopping cart, complete a purchase (except that Elecom shall have no liability with respect to Shopify interfaces), receive information about a discount, promotion, special offer, or installment plan, or contact Elecom's customer service. Except as provided in this Section, Elecom shall not be required to ensure Third-Party Content, including social media accounts described in Section 28.1.5 below, is compliant with state or federal privacy laws and regulations.

6.2. After the Effective Date of this Agreement, for each new, renewed, or renegotiated contract with a vendor of Third-Party Content, Elecom shall request that the vendor provide Accessible content. If, during this contracting process, Elecom issues a request for a proposal for development or inclusion of Third-Party Content on the Digital Properties, then Elecom shall include Accessibility as a criterion. For Third-Party Content, Elecom shall seek out such content that ensures Accessibility or that the Accessibility Consultant determines can be made Accessible.

7. Accessibility Coordinator.

7.1. Within three (3) months of the Effective Date of this Agreement, Elecom shall designate an employee as its Accessibility Coordinator for the Digital Properties. Elecom shall also notify Class Counsel in writing when such designation is complete.

- 7.2. The Accessibility Coordinator shall be responsible for coordinating Elecom's compliance with Sections 4 through 18 of this Agreement.
- 7.3. Elecom shall maintain the Accessibility Coordinator through at least the end of the Agreement Term and notify Class Counsel should there be a need for a change.

8. Accessibility Consultant and Status Report.

- 8.1. Elecom represents that it has retained an Accessibility Consultant, Web Compliance Pro, who Elecom understands is knowledgeable about digital accessibility, the ADA, WCAG 2.1, and Accessibility.
- 8.2. The Accessibility Consultant's duties shall include: (a) assisting Elecom with conducting the Initial Accessibility Audit; (b) ensuring that the Initial Accessibility Audit was done in a manner consistent with Section 9.2; (c) advising Elecom as to how to make the Digital Properties Accessible; (d) verifying that the Digital Properties are Accessible in the Letter of Accessibility; and (e) verifying Elecom's compliance with this Agreement.
- 8.3. Before each anniversary date of the Effective Date of this Agreement, the Accessibility Consultant shall provide Elecom with a Status Report. In the Status Report, the Accessibility Consultant shall: (a) identify content, features, and services on the Digital Properties that are not Accessible to individuals who use Appropriate Auxiliary Aids and Services; and (b) recommend steps Elecom should take to ensure the Accessibility of the Digital Properties.
- 8.4. Elecom shall include copies of the Status Reports as exhibits to the Annual Report provided to Class Counsel on the anniversary of the Effective Date during the Agreement Term. Elecom shall also include a copy of the Letter of Accessibility as an exhibit to the Annual Report provided to Class Counsel on the last anniversary of the Effective Date during the Agreement Term. Within 30 days of receipt of any Status Report Class Counsel will notify Elecom, in writing, of any content, features and services that it contends are not accessible and Elecom shall have 45 days to cure or explain why the items are not in compliance.
- 8.5. Elecom shall notify Class Counsel if it appoints or retains a new Accessibility Consultant during the Agreement Term, within one (1) month of such change. Class Counsel or Named Plaintiff shall have ten (10) days to provide comments, if any, regarding Elecom's appointment. If Class Counsel or Named Plaintiff object to Elecom's selection as inadequate to represent the interests or needs of individuals who are Blind and/or who have a Visual Disability, the Parties will work in good faith to resolve such objection pursuant to the Dispute Resolution Procedure.

9. Initial Accessibility Audit.

- 9.1. Elecom represents that it has begun taking steps to correct Accessibility barriers on the Websites and shall complete an Initial Accessibility Audit to identify remaining Accessibility barriers that exist in the Digital Properties. Elecom shall provide a report of the Initial Accessibility Audit's finding to the Accessibility Consultant within three (3) months of the Effective Date.
- 9.2. Within twelve (12) months of the Effective Date, the Accessibility Consultant shall remediate or explain why it cannot remediate the barriers identified by the Initial Accessibility Audit. End-user testing must be performed by individuals who have training and experience in the appropriate assistive technology that individuals who are Blind and/or who have a Visual Disability use to navigate, browse, and shop online.
- 9.3. Elecom shall include the results of the Initial Accessibility Audit and other compliance audits conducted by the Accessibility Consultant as an exhibit to the Annual Report due to Class Counsel on the Effective Date's first anniversary.

10. Accessibility Strategy.

- 10.1. Within twelve (12) months of the Effective Date of this Agreement, Elecom shall develop and implement an Accessibility Strategy designed to ensure that the Digital Properties are Accessible by the end of the Agreement Term.
- 10.2. In developing and implementing the Accessibility Strategy, Elecom shall consider this Agreement, Accessibility barriers identified by Class Counsel, the Initial Accessibility Audit, the Accessibility Statement, and the recommendations and first Status Report of the Accessibility Consultant.
- 10.3. Elecom shall provide a copy of the Accessibility Strategy to Class Counsel in the Annual Report, provided on the Effective Date's first anniversary.
- 10.4. Within twelve (12) months of the Effective Date of this Agreement, Elecom shall disseminate the Accessibility Strategy among Elecom Personnel.

11. Accessibility Statement and Accessibility Feedback Form.

- 11.1. Within nine (9) months of the Effective Date of this Agreement, Elecom shall develop and publish the Accessibility Statement, unless the Parties engage in Dispute Resolution as provided in Section 11.9 in which case Elecom shall have thirty (30) days from the date of approval of the Accessibility Statement.

- 11.2. The Accessibility Statement shall advise visitors that Elecom is making efforts to ensure that its Digital Properties conform to WCAG 2.1, and shall include an Accessibility Feedback Form that encourages visitors who are Blind and/or who have a Visual Disability to provide feedback to help improve the accessibility of the Digital Properties. At minimum, the Accessibility Feedback Form shall include separate fields for the following information:
 - 11.2.1. The URL of the page to which a visitor's feedback relates;
 - 11.2.2. The accessibility issue the visitor encountered;
 - 11.2.3. The computer operating system, browser (user agent), and any assistive technology the visitor used when they encountered the accessibility issue; and
 - 11.2.4. The visitor's email address, if the visitor wishes to discuss the issue or be updated on Elecom's efforts to resolve the issue.
- 11.3. The Accessibility Feedback Form shall clearly state that each field is optional.
- 11.4. Elecom shall maintain user submissions received through the Accessibility Feedback Form throughout the Agreement Term. In addition to the fields identified in Section 11.2, Elecom shall track at least the following information:
 - 11.4.1. A description of what assistance, if any, Elecom offered to provide the party who completed the Accessibility Feedback Form;
 - 11.4.2. A description of what alteration, if any, Elecom made to its Digital Properties in response to the Accessibility Feedback Form submission;
 - 11.4.3. A notation of whether the party who completed the Accessibility Feedback Form indicated their problem, if any, has been resolved.
- 11.5. If visitors who are Blind and/or who have a Visual Disability provide accessibility-related feedback to Class Counsel, Named Plaintiff, or Elecom through any other avenue (*e.g.*, physical mail, email, *etc.*), Class Counsel, Named Plaintiff, and Elecom shall respond by encouraging the visitors to complete the Accessibility Feedback Form. Class Counsel and Named Plaintiff shall notify Elecom within fifteen (15) business days of receiving any accessibility-related feedback and describe the feedback received.
- 11.6. The Accessibility Statement shall advise visitors that Elecom will prioritize issues involving compliance with WCAG 2.1 over general usability concerns.

- 11.7. The Accessibility Statement shall include a telephone number for visitors who are Blind and/or who have a Visual Disability to contact Elecom in the event the visitor cannot complete the Accessibility Feedback Form, in which case Elecom shall complete the Accessibility Feedback Form on their behalf.
- 11.8. Within eight (8) months of the Effective Date of this Agreement, Elecom shall provide a copy of the Accessibility Statement to Class Counsel.
- 11.9. Class Counsel and Named Plaintiff shall have ten (10) days to review and provide comments, if any, regarding the Accessibility Statement. If Class Counsel or Named Plaintiff objects to the Accessibility Statement as inadequate to represent the interests or needs of individuals who are Blind and/or who have a Visual Disability, the Parties will work in good faith to resolve such objection pursuant to the Dispute Resolution Procedure. Within thirty (30) days of approval of the Accessibility Statement by the Parties, Elecom shall post the Accessibility Statement on all Digital Properties.
- 11.10. Within nine (9) months of the Effective Date of this Agreement, Elecom shall add a link at the beginning of all Digital Properties, directing individuals who are Blind and/or who have a Visual Disability to the Accessibility Statement. Elecom shall have the option to make this link invisible to customers who do not use Appropriate Auxiliary Aids and Services, provided that this link is otherwise Accessible.
- 11.11. At the time of their release, Elecom shall add a link at the beginning of any New Websites and Mobile Apps, directing individuals who are Blind and/or who have a Visual Disability to the Accessibility Statement. Elecom shall have the option to make this link invisible to customers who do not use Appropriate Auxiliary Aids and Services, provided that this link is otherwise Accessible.
- 11.12. Within three (3) months of their acquisition, Elecom shall add a link at the beginning of any Subsequently Acquired Websites and Mobile Apps, directing individuals who are Blind and/or who have a Visual Disability to the Accessibility Statement. Elecom shall have the option to make this link invisible to customers who do not use Appropriate Auxiliary Aids and Services, provided that this link is otherwise Accessible.
- 11.13. The Annual Report shall state the status of the implementation of Section 11 and include a copy of the user submissions received through the Accessibility Feedback Form for the previous twelve (12) months.

12. Accessibility Training.

- 12.1. Within twelve (12) months of the Effective Date of this Agreement, Elecom shall train all employees responsible for website or mobile application design, development, or maintenance to ensure the future design, development, and maintenance of the Digital Properties are and remain conformant to WCAG 2.1.
- 12.2. Elecom shall provide Accessibility training to all newly-hired employees responsible for website or mobile application design, development, or maintenance within the latter of twelve (12) months of the Effective Date of this Agreement or 180 days of their hire date.
- 12.3. During the Agreement Term, and consistent with the annual reporting requirements in Section 23 of this Agreement, Elecom shall, upon request by Class Counsel, provide copies of all final Accessibility training materials to Class Counsel. Nothing in this Section shall require Elecom to provide training materials that illustrate inaccessible content on the Digital Properties. Any Accessibility training materials provided to Class Counsel in response to a request shall be treated as highly confidential and shall be for Class Counsel's eyes only.

13. Customer Service Training. Elecom shall ensure its customer service personnel are trained to assist individuals with disabilities (including individuals who are Blind and/or who have a Visual Disability) who encounter difficulties using the Digital Properties and to timely assist such individuals within published hours of operation.

14. Modified Bug Fix Priority.

- 14.1. Within twelve (12) months of the Effective Date of this Agreement, Elecom shall make reasonable efforts to modify its existing bug fix policies, practices, and procedures to include the elimination of bugs that create Accessibility barriers, including those that prohibit effective communication or impair the Accessibility of the Digital Properties.
- 14.2. Elecom shall ensure that any bugs that create Accessibility barriers to the Digital Properties are remedied with the same level of priority (*e.g.*, speed, resources used to remedy, *etc.*) as any other equivalent loss of function for individuals who are not blind or visually disabled for the same type of content.
- 14.3. Elecom shall provide a copy of the Modified Bug Fix Priority as an exhibit to the Second Annual Report.

15. Accessibility Support. Within twelve (12) months of the Effective Date of this Agreement, Elecom shall provide support during regular business hours to assist individuals who are

Blind and/or who have a Visual Disability with resolving Accessibility issues regarding the Digital Properties.

16. Semi-Annual Automated Accessibility Audit.

- 16.1. During the Agreement Term, Elecom, the Accessibility Consultant or a consultant retained on Elecom's behalf shall perform Semi-Annual Automated Accessibility Audits (every six months) to evaluate whether the Digital Properties are Accessible.
- 16.2. The results of the Semi-Annual Automated Accessibility Audits shall be included in the next Annual Report that Elecom must provide Class Counsel pursuant to Section 23 of the Agreement.
- 16.3. Semi-Annual Automated Accessibility Audits shall be conducted using the WAVE Web Accessibility Evaluation Tool (<https://wave.webaim.org>), the enterprise level Pope Tech automated testing tool (<https://pope.tech>), Lighthouse (<https://developer.chrome.com/docs/lighthouse/>), Axe DevTools (<https://www.deque.com/axe/devtools/>), or AccessiBe Accessibility Compliance Engine (<https://accessibe.com/accessscan>), or a mutually agreeable tool selected by Elecom. Such automated testing shall include web pages identified by the tool "crawling" the links on each web page and shall be limited to no more than 5,000 web pages.

17. Annual End-User Accessibility Testing.

- 17.1. During the Agreement Term, the Accessibility Consultant shall perform Annual End-User Accessibility Testing, with such testing to be performed by individuals who have training and experience in the manner in which individuals who are Blind and/or who have a Visual Disability use Appropriate Auxiliary Aids and Services to navigate, browse, and shop online, to evaluate whether the Digital Properties are Accessible.
- 17.2. The Annual End-User Accessibility Testing shall be included in the Annual Report that Elecom must provide Class Counsel pursuant to this Section 23 of the Agreement.
- 17.3. Annual End-User Accessibility Testing shall include at least thirty (30) web pages selected by the Accessibility Consultant in consultation with Elecom that represent the type of content found throughout the Digital Properties and the Digital Properties' most common user flows, like navigating from the homepage to a product page to checkout, or from the homepage to customer service. The list of web pages and user flows will be provided by the Elecom Settlement Contact to

Class Counsel. Class Counsel shall have ten (10) days to provide comments, if any, on Elecom's list. If Class Counsel objects to Elecom's selection as inadequate to represent the interests or needs of individuals who are Blind and/or who have a Visual Disability, Elecom and Class Counsel will work in good faith to resolve such objection pursuant to the Dispute Resolution Procedure.

- 18. Agreement Term.** The Agreement Term shall last two (2) years from the Effective Date. If Elecom is unable to provide the Letter of Accessibility by the end of the Agreement Term, then the term of the Agreement shall extend to the end of the First Extended Agreement Term.
- 19. Monitoring of Compliance.** Class Counsel and Named Plaintiff shall monitor Elecom's compliance with Sections 4 through 18 of this Agreement as described in this Section.
- 19.1. Class Counsel shall provide Elecom a description of known Accessibility barriers identified by Class Counsel or Named Plaintiff through the course of the lawsuit to assist in its remediation efforts.
- 19.2. Class Counsel and Named Plaintiff shall be entitled to visit the Digital Properties at any time without notice for the purpose of evaluating Elecom's compliance with Sections 4 through 18 of this Agreement.
- 19.3. Elecom shall retain copies of all Accessibility Feedback Form submissions and include those copies as Exhibits to the Annual Report submitted to Class Counsel and/or Named Plaintiff described in Section 23 of this Agreement.
- 20. Elecom's Reporting Schedule.** Elecom shall provide the following information to Class Counsel during the Agreement Term and, if applicable, the Extended Agreement Term.

Information	Deadline	See Agreement at Section
The Annual Report	On the Effective Date's anniversary date during the Agreement Term	23.1
The Letter of Accessibility	To be included as an exhibit to the Annual Report	8.4
Confirmation Elecom has designated the Accessibility Coordinator	Within three (3) months of the Effective Date	7.1

The Accessibility Consultant's Status Report	To be included as an exhibit to the Annual Report	8.4
Changes to the Accessibility Consultant	Within one (1) month of any change	8.5
Results of the Initial Accessibility Audit	To be included as an exhibit to the Annual Report	9.3
The Accessibility Strategy	To be included in the Annual Report	10.3
The Accessibility Statement	Within nine (9) months of the Effective Date	11.1
Status of the Accessibility Statement	To be included in the Annual Report	11.13
Accessibility training materials	To be provided at the request of Class Counsel	12.3
Results of the Semi-Annual Automated Accessibility Audit	To be included in the Annual Report	16.2
Results of the Annual End-User Accessibility Testing	To be included in the Annual Report	17.2
Accessibility Feedback Form Submissions	To be included in the Annual Report	19.3
Meet-and-Confers	Within 30 days after each Annual Report	23.2

21. Scope of Agreement.

21.1. The provisions of this Agreement shall apply to Elecom's policies, practices, and procedures with respect to individuals who are Blind and/or who have a Visual Disability within the United States who use Appropriate Auxiliary Aids and Services to access the Digital Properties. The data Elecom periodically reports to Class Counsel pursuant to this Agreement shall contain relevant information for these individuals.

21.2. The provisions of this Agreement shall not apply to Subsequently Abandoned Websites and Mobile Apps.

21.3. Named Plaintiff expressly agrees that the resolution described herein is fair and adequate, and that the policies and procedures set forth in this Agreement are intended to remedy all claims seeking injunctive relief under the ADA and related state and local laws against Elecom with respect to Named Plaintiff's claims.

22. Incentive Award to Named Plaintiff.

22.1. Subject to Court approval, Elecom shall pay Named Plaintiff an incentive award in the amount of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00).

22.2. Named Plaintiff waives any right to an incentive award in connection with this matter which exceeds the amount provided in Section 22.1.

22.3. Elecom shall pay the amount provided in Section 22.1 within fourteen (14) days of the Effective Date by sending a business check or wire transfer payable to "EAST END TRIAL GROUP LLC IOLTA ATTORNEY TRUST ACCOUNT" to Class Counsel in care of Kevin W. Tucker, East End Trial Group LLC, at an address or account to be confirmed by Class Counsel before payment.

22.4. The incentive award shall not be subject to withholding deductions.

23. Annual Report and Meet-and-Confers.

23.1. During the Agreement Term, on the Effective Date's anniversary date, Elecom shall submit a report to Class Counsel, stating the status of the implementation of this Agreement and identifying any outstanding issues on which the Parties are then in disagreement.

23.2. Within thirty (30) days of delivery of the Annual Report, Class Counsel and Elecom or its counsel will meet to discuss the Annual Report, the implementation of this Agreement, and any outstanding disagreements. Such meetings may be either in person or remote. The meeting can be waived if all parties agree to waiver prior to such meetings.

24. Dispute Resolution Procedure. The Parties shall address disputes relating to any of the provisions of this Agreement as follows:

24.1. Informal Dispute Resolution.

24.1.1. If either Party believes a dispute exists relating to this Agreement, it

shall notify the other Party in writing, describing the dispute. The other Party shall respond in writing to such notice within fifteen (15) business days of receipt of the notice.

24.1.2. If a Settlement Class Member believes a dispute exists relating to Sections 4 through 20 of this Agreement, he or she may notify Elecom directly, or Class Counsel who, in turn, shall notify Elecom in writing, describing the dispute. Elecom shall respond in writing to such notice within fifteen (15) business days of receipt of the notice.

24.1.3. Further, if Elecom is informed of a dispute relating to Sections 4 through 20 of this Agreement by a Settlement Class Member, Elecom shall notify Class Counsel in writing, describing the dispute and providing the Settlement Class Member's contact information, if known. Elecom shall respond in writing to the dispute within fifteen (15) business days of receipt of the dispute. The response shall be directed to the Settlement Class Member and Class Counsel.

24.1.4. Within fifteen (15) business days of receipt of the response described in Sections 24.1.1, 24.1.2, or 24.1.3, counsel for the Parties shall meet-and-confer by telephone or in person and attempt to resolve the issue(s) informally. The Parties may agree to enter mediation on the issue(s) in dispute.

24.2. Submission to Mediation.

24.2.1. If the Parties are unable to resolve their dispute through such meet-and-confer negotiations, then within sixty (60) days of receipt of the notice of the dispute, the dispute shall be submitted to non-binding mediation before a mutually agreed-upon mediator in Pittsburgh, Pennsylvania or such other location as the Parties may mutually agree. The mediation may be conducted electronically. Unless the mediator determines that Elecom had previously offered a reasonable solution to the alleged dispute, Elecom shall be responsible for all reasonable attorneys' fees and Costs incurred by Class Counsel, Named Plaintiff, or a Settlement Class Member in pursuing mediation of a nonfrivolous claim pursuant to Section 24.2. Elecom will not be responsible for such fees and Costs if the mediator concludes that: (1) Elecom had offered a reasonable solution to the alleged dispute, or (2) such costs are not reasonable, or (3) Named Plaintiff or the Settlement Class Member did not

conduct the negotiations to resolve the dispute in advance of mediation in good faith, or (4) the dispute is frivolous. If Elecom declines to pay such fees and Costs, Named Plaintiff or the Settlement Class Member may submit the dispute to the Court.

24.3. Submission to the Court.

24.3.1. If the meet-and-confer process and mediation pursuant to Sections 24.1 and 24.2 of this Agreement do not result in a resolution of the dispute within a reasonable time, any Party may make a motion for resolution of the dispute by any United States District Court Judge who may be assigned to the case.

24.3.2. In the event that any Party finds it necessary to seek resolution of a dispute by the Court, the Court shall award reasonable attorneys' fees and Costs incurred in pursuing dispute resolution as set forth in Section 24.3 in accordance with the prevailing party standards under the ADA.

25. Attorneys' Fees and Costs Through the Agreement Term.

25.1. Subject to Court approval, Elecom shall pay Named Plaintiff's reasonable attorneys' fees and Costs incurred in connection with this matter in the amount of Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00). East End Trial Group LLC shall provide Elecom with a current W-9 and any further documentation or information necessary to allow it to meet its payment obligations herein.

25.2. Named Plaintiff waives any right to reasonable attorneys' fees and Costs incurred in connection with this matter through the end of the initial Agreement Term and any First Extended Term that exceed the amount provided in Section 25.1, other than the right to any reasonable attorneys' fees and Costs awarded pursuant to the Dispute Resolution Procedure.

25.3. Elecom shall pay the amount provided in Section 25.1 within forty-five (45) days following Final Approval by sending a business check or wire transfer payable to "EAST END TRIAL GROUP LLC IOLTA ATTORNEY TRUST ACCOUNT" to Class Counsel in care of Kevin W. Tucker, East End Trial Group LLC, at an address or account to be confirmed by Class Counsel before payment.

26. Attorneys' Fees and Costs After the Agreement Term.

26.1. Extended Agreement Term.

- 26.1.1. If there is an Extended Agreement Term, Elecom shall pay additional reasonable attorneys' fees and Costs incurred by Named Plaintiff during the First Extended Agreement Term for work performed by Class Counsel pursuant to this Agreement in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00).
- 26.1.2. Other than the right to any reasonable attorneys' fees and Costs awarded pursuant to the Dispute Resolution Procedure, Named Plaintiff waives any right to attorneys' fees and Costs for work performed by Class Counsel during the Extended Agreement Term that exceeds the amount provided in Section 26.1.1.
- 26.1.3. Elecom shall pay the amount provided in Section 26.1.1 within fifteen (15) business days of the date Elecom receives all necessary IRS forms from East End Trial Group LLC by sending a business check or wire transfer payable to "EAST END TRIAL GROUP LLC IOLTA ATTORNEY TRUST ACCOUNT" to Class Counsel in care of Kevin W. Tucker, East End Trial Group LLC, at an address or account to be confirmed by Class Counsel before payment.

27. Preliminary Approval, Objections, and Fairness Hearing.

- 27.1. After execution of this Agreement, Named Plaintiff, through Class Counsel, shall request that the Court preliminarily approve this Agreement, and approve the proposed form of notice and plan for providing notice submitted by the Parties.
- 27.2. Named Plaintiff shall ask the Court to schedule a final fairness hearing no less than ninety (90) days after the Notice Deadline set by the Court, or as soon thereafter as the Court may set the hearing.
- 27.3. Named Plaintiff shall ask the Court to order the following procedures for objections: Settlement Class Members may object to the proposed Agreement by filing, within sixty (60) days after the Notice Deadline set by the Court, written objections with the Clerk of the Court. Only such objecting Settlement Class Members shall have the right, and only if they expressly seek it in their objections, to present objections at the fairness hearing. The Parties shall ensure that Settlement Class Members may participate in-person or by electronic conferencing (*e.g.*, Zoom). Appropriate Auxiliary Aids and Services necessary for effective communication (*e.g.*, captioning, audio descriptions, etc.) shall be provided pursuant to The Guide to Judiciary Policy, Vol. 5, § 255.40 (available at <http://www.uscourts.gov/rules-policies/judiciary-policies/court-interpreting-guidance>). Settlement Class Members may contact the Access Coordinator for the

United States District Court for the Western District of Pennsylvania or Class Counsel for additional information. As of the date of this agreement, the Court's Access Coordinator is Mike Palus, who can be reached at the Joseph F. Weis, Jr. U.S. Courthouse, 700 Grant Street, Pittsburgh, PA 15219, (412) 208-7500. Settlement Class Members may find additional information regarding the Access Coordinator at <https://www.pawd.uscourts.gov/communication-access-coordinator>.

- 27.4. The Parties may respond to any timely-filed objections no less than five (5) days before the fairness hearing.

28. Notice.

- 28.1. As soon as practicable, but no later than twenty-one (21) days after the Court's entry of a Preliminary Approval order, Elecom shall, at its expense:

28.1.1. Add dates to the placeholders in the Long-Form Notice accompanying this Agreement as Exhibit 1.

28.1.2. Ensure the Settlement Website is live and may be accessed over the internet. Elecom shall further ensure that: the Settlement Website is Accessible; the Settlement Website tracks the number of sessions to the Settlement Website; and the Settlement Website remains published for at least 60 days after the date the Court grants final approval of the Settlement Agreement.

28.1.3. Cause the Long-Form Notice to be published on, and make the following documents filed in the Lawsuit available for download on, the Settlement Website: the class action complaint; the motion for preliminary approval of class action settlement and all supporting documents; and the Court's orders concerning preliminary approval as well as any supporting memorandum. Elecom shall ensure the documents identified in this Section shall be fully accessible by individuals who use Appropriate Auxiliary Aids and Services.

28.1.4. Display a link to the Settlement Website at the beginning of the Digital Properties' landing or home pages. Elecom shall ensure this link directs individuals who are Blind and/or who have a Visual Disability to the Settlement Website, and shall have the option to make this link invisible to customers who are not blind or visually disabled, provided that this link is otherwise Accessible. The link shall include alternative text which reads "Click to view our ADA

class action settlement notice.” Elecom shall further ensure this link remains published for at least 60 days after the date the Court grants final approval of the Agreement.

- 28.1.5. Cause a post in the form of Section 28.5 to be published on each of its social media accounts. Elecom shall ensure these posts are fully accessible to individuals who use Appropriate Auxiliary Aids and Services. Elecom shall further ensure these posts remain published during the Agreement Term.
- 28.1.6. Publish a blog post on the Website in the form of the Long-Form Notice accompanying this Agreement as Exhibit 1. Elecom shall ensure this post is fully accessible to individuals who use Appropriate Auxiliary Aids and Services. Elecom shall maintain the blog post on its Website during the Agreement Term.
- 28.1.7. Cause an email in the form of Section 28.6 to be sent to each subscriber of Elecom’s newsletter. The email’s subject line shall read: “Our agreement to make Elecom’s store accessible to individuals who are blind or who have a visual disability”. Elecom shall ensure this email is fully accessible to individuals who use Appropriate Auxiliary Aids and Services.
- 28.2. Elecom shall ensure the documents identified in this Section shall be fully accessible by individuals who use Appropriate Auxiliary Aids and Services.
- 28.3. No less than five (5) days before the fairness hearing, Elecom shall file a declaration stating that all of the obligations of Sections 28.1 and 28.2 have been discharged, and providing the number of visitors to the Settlement Website.
- 28.4. As soon as practicable, but no later than twenty-eight (28) days after the Court’s entry of a Preliminary Approval order, Class Counsel shall, at its expense, request that at least the following organizations publish notice in the form of Section 28.6 in their respective electronic newsletters and social media accounts such that the notice is sent out within sixty (60) days of Preliminary Approval: ACHIEVA, American Action Fund for Blind Children and Adults, American Council of the Blind, American Foundation for the Blind, Blinded American Veterans Foundation, Blinded Veterans Association, Foundation Fighting Blindness, Pennsylvania Association for the Blind, Disability Law Center, Disability Rights Education and Defense Fund, and National Federation of the Blind.
- 28.5. “Visit <https://www.ElecomADAsettlement.com> to learn more about Elecom’s

agreement to make its online store accessible to individuals who are Blind and/or who have a Visual Disability. Have questions? Contact East End Trial Group at <https://eastendtrialgroup.com>.”

28.6. “A proposed settlement has been reached that would resolve the class action lawsuit *Douglass v. Elecom USA, Inc.*, Case No. 2:25-cv-01788 (W.D. Pa.). The lawsuit alleges that Elecom violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*, by failing to take the necessary steps to ensure its website and mobile apps do not discriminate against individuals who are Blind and/or who have a Visual Disability. Under the settlement, Elecom agrees to make its website, mobile apps, and any new website or mobile app it develops or acquires accessible to individuals who are Blind and/or who have a Visual Disability. For a more complete summary of the terms of the proposed settlement, please visit <https://www.ElecomADAsettlement.com>. Have questions? Contact East End Trial Group at <https://eastendtrialgroup.com>”

28.7. If Class Counsel learns of any alleged inaccessibility of the Settlement Website content, features and services, Class Counsel shall notify Elecom within ten (10) days of receipt of such information including the date of access to the site, and specific description of the content, features or services at issue, sufficient for Elecom to remediate the issue.

29. Judgment, Final Approval, and Dismissal.

29.1. Named Plaintiff shall request that the Court enter a final judgment and order granting Final Approval of this Agreement and enjoining Settlement Class Members from asserting any Released Injunctive Claims. Among other things, the final judgment and order granting Final Approval of this Agreement shall attach this Agreement as an exhibit and shall provide that the Court retains jurisdiction through the Agreement Term to enforce this Agreement.

29.2. The Parties shall move to dismiss the Lawsuit with prejudice pursuant to Rule 41 of the Federal Rules of Civil Procedure no later than forty-five (45) days following the date of Final Approval or Elecom’s payment of fees pursuant to Section 25, whichever occurs later. Pursuant to *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375 (1994), the Parties’ joint motion shall request that the Court’s dismissal order expressly retain the Court’s jurisdiction to interpret and enforce this Agreement against Named Plaintiff, Elecom, and Settlement Class Members.

30. No Admission of Liability. By agreeing to and voluntarily entering into this Agreement, there is no admission or concession by Elecom, direct or indirect, express or implied, that the Website is in any way inaccessible, or that Elecom has violated the ADA or any other

federal, state, or local law, code, regulation, order, or rule. Nothing in this Agreement shall operate as an admission by Elecom in any context other than within the settlement of this Lawsuit that any particular standard or standards apply to the Website or other Digital Property under the ADA or any other federal or state law.

31. Terms Not Confidential; Non-Disparagement.

31.1. The terms of this Agreement are not confidential and will be publicly filed into the Court record of this Lawsuit.

31.2. The Parties and their respective counsel, agents, and representatives agree not to make any disparaging remarks about the other Party and their respective counsel relating to this Agreement or the negotiations leading to it.

31.3. Named Plaintiff and Class Counsel agree not to publish or redistribute any reports and communications provided by Elecom and its affiliates under this Agreement. The Parties agree this Section shall not limit the Parties' reliance on or use of such information while utilizing the Alternative Dispute Resolutions procedures outlined in Section 24. This Section also shall not apply to the extent any other dispute arises concerning compliance with this Agreement.

32. Release. Effective on the date of Final Approval, the Injunctive Releasing Parties unconditionally and forever fully and finally release, acquit, and discharge the Elecom Parties from the Released Injunctive Claims. Pursuant to this release, Named Plaintiff and Settlement Class Members shall not bring any claims concerning the Accessibility of the Digital Properties during the Agreement Term. Notwithstanding this release, Named Plaintiff and Settlement Class Members may fully utilize the Dispute Resolution Procedure during the Agreement Term.

33. Entire Agreement. This Agreement contains all the agreements, conditions, promises, and covenants among Elecom, Named Plaintiff, Class Counsel, and the Settlement Class regarding matters set forth in this Agreement, and supersedes all prior or contemporaneous agreements, drafts, representations, or understandings, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may be used as a complete defense to similar claims to the fullest extent of the law.

34. Amendment. Prior to Final Approval, this Agreement can only be amended by written agreement of the Parties hereto. Following Final Approval, no amendment of this Agreement shall be effective unless such amendment is pursuant to Court order.

35. Severability. If any provision or any part of this Agreement shall at any time be held unlawful, or inconsistent with applicable law, in whole or in part, under any federal, state,

county, municipal, or other law, ruling, or regulation, then the remaining provisions of this Agreement shall remain effective and enforceable.

36. **Drafting of this Agreement.** This Agreement is deemed to have been drafted by all Parties. All Parties have contributed to the preparation of this Agreement, and this Agreement shall not be construed more strictly against one Party than another.
37. **Execution in Counterparts.** The Parties may execute this Agreement in counterparts, each of which shall constitute an original for all purposes, including any copies of the same, and all duplicate counterparts will be construed together and constitute one agreement. The Parties will be bound by signatures on this document that are transmitted by hand delivery, mail, facsimile, electronic mail, or any other electronic means to the other Party or, if applicable, counsel for the other Party. Such signatures will have the same binding effect as any original signatures. A typed electronic signature will have the same effect as a handwritten signature.
38. **Authority.** The Parties stipulate that the signing individuals have authority to bind the entity that they are signing on behalf of.
39. **Continuing Jurisdiction.** The Parties agree that the Court shall have continuing jurisdiction throughout the Agreement Term (including, if applicable, the Extended Agreement Term), to interpret and enforce this Agreement.
40. **Deadlines.** The Parties and the Court recognize that from time-to-time unforeseen events, such as exigent business circumstances, labor disputes, natural disasters, personnel issues, pandemics, and negotiations with third parties, cause delays in the accomplishment of objectives, no matter how well-intentioned and diligent the Parties may be. Accordingly, with regard to the provisions of this Agreement that require that certain acts be taken within specified periods, the Parties understand and agree that Court approval shall not be required for reasonable extensions of deadlines. In the event that any Party determines that an action required by this Agreement cannot be taken within the specified time period, that Party shall promptly notify the other Party that it anticipates a delay, state the reasons for the delay, and offer a proposed alternative deadline. The Parties shall endeavor to cooperate in reasonably rescheduling such deadlines. However, if the other Party does not agree to the proposed delay, the Parties shall submit the matter to the Dispute Resolution Procedure.
41. **Communications to Named Plaintiff, Class Counsel, the Settlement Class, and Elecom.** All letters, notices, IRS Form 1099s, requests, demands, and other communications required or permitted to be given to the Parties pursuant to this Agreement shall be in writing, provided by next-day express delivery service unless agreed to in writing otherwise, with a copy by electronic mail, and addressed as follows.

41.1. To Named Plaintiff, Class Counsel, or the Settlement Class:

Kevin W. Tucker (He/Him)
Kevin Abramowicz (He/Him)
Stephanie Moore (She/Her)
Chandler Steiger (She/Her)
Kayla Conahan (She/Her)
Jessica Liu (She/Her)
EAST END TRIAL GROUP LLC
6901 Lynn Way, Suite 503
Pittsburgh, PA 15208
www.eastendtrialgroup.com
ktucker@eastendtrialgroup.com
kabramowicz@eastendtrialgroup.com
smoore@eastendtrialgroup.com
csteiger@eastendtrialgroup.com
kconahan@eastendtrialgroup.com
jliu@eastendtrialgroup.com
Tel. (412) 877-5220
Fax. (412) 626-7101

41.2. To Elecom:

Gabrielle M. Wirth
Nisha Verma
Alexandra G. Super
Dorsey & Whitney, LLP
600 Anton Boulevard
Suite 2000
Costa Mesa, CA 92626
wirth.gabrielle@dorsey.com
verma.nisha@dorsey.com
super.alex@dorsey.com
Tel. (714) 800-1400
Fax. (714) 800-1499

Elecom may change the individual(s) to whom notices and communications required or permitted by this Agreement shall be sent by providing Class Counsel with written notification that it wishes to do so.

Signature block begins on the next page.

THE PARTIES EXECUTING THIS AGREEMENT BELOW INDIVIDUALLY ACKNOWLEDGE THAT EACH: HAS READ THIS AGREEMENT; UNDERSTANDS, ACCEPTS, AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND EXECUTES THIS AGREEMENT VOLUNTARILY, WITH FULL UNDERSTANDING OF ITS CONSEQUENCES, AND WITHOUT DURESS OF ANY KIND.

BLAIR DOUGLASS

Dated: 11/26/2025

By: *Blair Douglass*
Blair Douglass (Nov 26, 2025 20:30:39 EST)

ELECOM USA, INC.

Dated: 2025年12月4日

By: *Tomitaro Miyamoto*
署名者:
0C590BC701AD405...
Name:
Its:

APPROVED AS TO FORM AND CONTENT:

COUNSEL FOR BLAIR DOUGLASS
AND THE SETTLEMENT CLASS

COUNSEL FOR ELECOM USA, INC.

By: *Kevin W. Tucker*

Kevin W. Tucker (He/Him)
Kevin Abramowicz (He/Him)
Stephanie Moore (She/Her)
Chandler Steiger (She/Her)
Kayla Conahan (She/Her)
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By: *Alexandra Super*

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Nisha M. Verma
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Agreement Exhibit 1: Long-Form Notice

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

IF YOU ARE AN INDIVIDUAL WHO IS BLIND AND/OR HAS A VISUAL DISABILITY, YOUR LEGAL RIGHTS MAY BE AFFECTED. PLEASE READ THIS NOTICE AND THE INSTRUCTIONS CAREFULLY.

- This notice is to inform you about the proposed settlement that would resolve the class action lawsuit *Douglass v. Elecom USA, Inc.*, Case No. 2:25-cv-01788 (W.D. Pa.).
- The settlement covers all individuals who are blind and/or who have a visual disability who use auxiliary aids and services who have accessed, attempted to access, been deterred from accessing, will access, will attempt to access, or will be deterred from accessing: <https://elecomusa.com/> and <https://nestout.com>.
- The class action lawsuit alleges that Elecom (“Elecom”) violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*, by failing to take the necessary steps to ensure its website does not discriminate against individuals who are blind and/or who have a visual disability who use auxiliary aids and services to access digital content.
- Elecom denies all liability in the case and asserts that its current practices do not violate applicable federal, state, and local law.
- The settlement, which must be approved by the Court, would resolve the lawsuit.
- Elecom has agreed to ensure its websites meet the success criteria of the Web Content Accessibility Guidelines 2.1, at Levels A and AA (June 5, 2018), published by the World Wide Web Consortium, available at www.w3.org/TR/WCAG/, and to follow certain steps to ensure that its website becomes and remains accessible.
- You have the right to object to the settlement by **DATE**.
- The Court will hold a final hearing to determine whether to approve the settlement on **DATE**.
- Your legal rights are affected whether or not you act. Please read this Notice carefully.

I. WHAT IS THIS LAWSUIT ABOUT?

This case is a class action lawsuit. In a class action, one or more people sue on behalf of

others who have similar claims. The person that sues is the class representative. All of the people who have similar claims are part of a “class.” Individual class members do not file lawsuits. Instead, a court resolves all of their claims at once.

This case is a class action that challenges the accessibility of: <https://elecomusa.com/> and <https://nestout.com> (“Websites”). Plaintiff alleged that the Websites were not accessible to persons with vision disabilities. Plaintiff alleged that this violated the Americans with Disabilities Act. Plaintiff sought an order to require Elecom to make its online content accessible to persons with vision disabilities.

II. WHO DOES THIS SETTLEMENT AFFECT?

This settlement covers all individuals who are blind and/or who have a visual disability who use auxiliary aids and services to navigate digital content and who have accessed, attempted to access, or been deterred from attempting to access, or who will access, attempt to access, or be deterred from attempting to access <https://elecomusa.com/> and <https://nestout.com> from the United States.

III. WHAT DOES THE SETTLEMENT PROVIDE?

A. Elecom Will Make Its Digital Properties Accessible.

Under the settlement, Elecom agrees to take steps to make <https://elecomusa.com/> and <https://nestout.com>, any new website or mobile application it develops or acquires (collectively “Digital Properties”) accessible to individuals who are blind and/or who have a visual disability and who use auxiliary aids and services to access digital content. Elecom will ensure the Digital Properties meet the success criteria of the Web Content Accessibility Guidelines 2.1, at Levels A and AA (June 5, 2018), published by the World Wide Web Consortium, available at www.w3.org/TR/WCAG/.

B. Elecom Will Institute Accessibility Procedures To Ensure Accessibility.

Elecom will also incorporate detailed steps into its accessibility policies and practices to ensure its Digital Properties become and remain accessible to individuals who are blind and/or who have a visual disability and who use auxiliary aids and services to access digital content.

1. For each new, renewed, or renegotiated contract with a vendor of Third-Party Content, Elecom shall request that the vendor commit to provide content in a format that conforms to WCAG 2.1 or can be made to conform to WCAG 2.1.
2. Elecom shall designate an employee as its Accessibility Coordinator, tasked with ensuring the Digital Properties are accessible and that accessibility-related

questions and concerns from consumers are resolved in a timely manner.

3. Elecom shall retain an Accessibility Consultant knowledgeable about digital accessibility, the ADA, WCAG 2.1, and accessibility. The Accessibility Consultant's duties shall include, among other things: (a) assisting Elecom with conducting an initial accessibility audit; (b) advising Elecom as to how to make the Digital Properties accessible; (d) verifying that the Digital Properties are accessible in a letter of accessibility; and (e) verifying Elecom's compliance with this Agreement.
4. Elecom shall complete an initial accessibility audit of <https://elecomusa.com/> and <https://nestout.com>. The audit shall be conducted in a professional manner and benchmarked by appropriate processes, including automated and end-user testing, consistent with the accessibility consultant's recommendations.
5. Elecom shall develop and implement an accessibility strategy designed to ensure that the Digital Properties are accessible.
6. Elecom shall display a link to an accessibility statement at the beginning of a visitor's experience on the Digital Properties so that individuals who are blind and/or who have a visual disability and who use auxiliary aids and services can perceive the link to the accessibility statement as if it were located at the top of each homepage throughout the Digital Properties. This will ensure that individuals who are blind and/or who have a visual disability and who use auxiliary aids and services learn of the resources located on the accessibility statement.
7. Elecom shall train all employees responsible for website or mobile application design, development, or maintenance to ensure the future design, development, and maintenance of the Digital Properties are and remain conformant to WCAG 2.1 Level A/AA.
8. Elecom shall ensure its customer service personnel are trained to assist individuals with disabilities (including individuals who are blind and/or who have a visual disability) who encounter difficulties using the Digital Properties and to timely assist such individuals within published hours of operation.
9. Elecom shall modify its existing bug fix policies, practices, and procedures to include the elimination of bugs that create accessibility barriers, including those that prohibit effective communication or impair the accessibility of the Digital Properties.
10. Elecom shall provide support during regular business hours to assist individuals

with disabilities who encounter accessibility issues regarding the Digital Properties.

C. Elecom Will Create A Dispute Resolution Procedure To Address Accessibility Issues.

Additionally, Elecom will forward any complaint or issue raised to its customer services regarding the accessibility of its Digital Properties to Class Counsel (defined below), who shall work with Elecom to ensure the issue is resolved consistent with the proposed settlement. Class Counsel will monitor Elecom's compliance with the settlement as well.

D. Elecom Will Pay Class Counsel's Attorneys' Fees And Costs.

The settlement also provides that the named individual plaintiff who served as class representative will receive a \$2,500.00 incentive award, subject to court approval, in return for a release of his individual claims.

Finally, East End Trial Group LLC, the attorneys who represent the class, will have the right to seek attorneys' fees and costs up to (a) \$55,000 from Elecom for work performed up to Elecom's deadline to make its Digital Properties accessible, and (b) \$15,000.00 for additional work if Elecom requires one extra year to make the Digital Properties accessible. Class Counsel will file a motion asking the Court to award reasonable fees and costs to reimburse them for work they performed on this case. The Court must approve the amount awarded even if the parties reach an agreement on the amount. This motion for fees and costs will be available at <https://www.ElecomADAsettlement.com> within seven days after it is filed with the Court.

IV. DOES THE SETTLEMENT AFFECT MY LEGAL RIGHTS?

All class members will be bound by the terms of the settlement relating to access to the Digital Properties for individuals who are blind and/or who have a visual disability and who use auxiliary aids and services to access digital content, if the settlement agreement is approved by the Court. If the settlement is approved, all class members will release and forever discharge all claims for injunctive relief under all federal, state, and local laws related to alleged discrimination by Elecom against individuals who are blind and/or who have a visual disability and who use auxiliary aids and services to access digital content that arose before the settlement agreement becomes effective. Class members, other than the named plaintiff in the lawsuit, are not releasing any claims for monetary damages.

V. CAN I OBJECT TO THE SETTLEMENT?

You have the right to object to the proposed settlement agreement if you do not like part or all of it.

If you wish to object to the proposed settlement, you must do so in writing on or before **DATE**. Your written objections must:

- a) clearly identify the case name and number, *Dougllass v. Elecom USA, Inc.*, Case No. 2:25-cv-01788 (W.D. Pa.);
- b) be submitted to the Court either by mailing them to the Clerk of the Court for the United States District Court for the Western District of Pennsylvania, 700 Grant Street, Courtroom Elecom, Pittsburgh, PA 15219, or by filing them in person at any location of the United States District Court for the Western District of Pennsylvania;
- c) and be received on or before **DATE**.

If you wish to appear and present your objection orally at the fairness hearing, you must first submit a written objection and in your written objection you must indicate your intention to appear and be heard at the fairness hearing. If you appear through your own attorney, you are responsible for paying that attorney.

VI. DO I HAVE A LAWYER IN THIS CASE?

The Court has appointed Kevin Tucker, Kevin Abramowicz, Stephanie Moore, Chandler Steiger, Kayla Conahan, and Jessica Liu of East End Trial Group LLC (“Class Counsel”) as lead counsel on behalf of the class members. Class Counsel’s contact information can be found below, and in Section 41.1 of the settlement agreement.

You do not need to hire a lawyer because Class Counsel is working on your behalf. You do not need to pay Class Counsel, as the settlement provides that Elecom will pay Class Counsel’s fees and costs in an amount approved by the Court.

VII. WHEN AND WHERE WILL THE COURT APPROVE THE SETTLEMENT?

The Court will hold a hearing to decide whether to approve the settlement on **DATE**. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. You are not required to attend the final fairness hearing.

VIII. HOW DO I GET MORE INFORMATION ABOUT THE SETTLEMENT?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at <https://www.ElecomADAsettlement.com>, contact Class Counsel using the information below, access the court docket in this case through the Court’s Public Access to Court Electronic Records

(PACER) system at <https://ecf.pawd.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Western District of Pennsylvania, 700 Grant Street, Pittsburgh, PA 15219, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

To obtain a copy of this notice in alternate formats, contact Class Counsel using the information below.

IX. CONTACT INFORMATION

Please do not contact the Court, the Court clerk's office, or defense counsel with questions about this settlement. Any questions must be directed to Class Counsel at the numbers and addresses below.

Class Counsel:

Kevin Tucker

Kevin Abramowicz

Stephanie Moore

Chandler Steiger

Kayla Conahan

Jessica Liu

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