

GRANTED

**IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA**

**HARLEY BLANDFORD and JULIE
HARDIN**, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

NTH DEGREE, INC.,

Defendant.

Case No. 25EV012970

~~{PROPOSED}~~ PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Nth Degree, Inc. (“Defendant”), with accompanying exhibits attached thereto (the “Settlement Agreement”).¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to Georgia Code Section 9-11-23(b)(3) and (e), the Court provisionally certifies a Settlement Class in this matter defined as follows:

all individuals residing in the United States whose Private Information was accessed and/or acquired as a result of the Data Security Incident, including all people who were sent notice of the Data Security Incident.

Settlement Agreement (“S.A.”) ¶ 1.31.

The Court also provisionally certifies a “California Subclass” defined as:
all individuals residing in California whose Private Information was accessed and/or

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

acquired as a result of the Data Security Incident, including all people who were sent notice of the Data Security Incident.

For the avoidance of doubt, members of the California Subclass are also members of the Settlement Class. Excluded from the Settlement Class and California Subclass are: (1) the Judge presiding over the Lawsuit, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members and shareholders of Nth Degree; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge.

The Settlement Class may include 38,953 individuals (each, a "Settlement Class Member").

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representatives and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this

controversy.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Plaintiffs Harley Blandford and Julie Hardin should be appointed as the Settlement Class Representatives. The Court provisionally finds that the Settlement Class Representatives are similarly situated to absent Class Members and therefore typical of the Class and that they will be adequate Settlement Class Representatives. The Court finds that the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel under Georgia Code Section 9-11- 23(a)(4): Casondra Turner of Milberg PLLC and Tyler Bean of Siri & Glimstad LLP.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly the Settlement is preliminarily approved. In making this determination, the Court has considered the monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of evidence of collusion in the Settlement, the effectiveness of the proposed method for notifying and distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, and the equitable treatment of the Settlement Class Members under the Settlement.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court as a substantial portion of the acts and transactions complained of occurred in Fulton County and Defendant conducts substantial business throughout Fulton County.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on

August 19, 2026 in Courtroom 2F of the State Court of Fulton County

~~_____~~, 2026, at ~~[address/via zoom]~~, where the Court will determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to O.C.G.A. § 9-11- 23(b)(3) and (e); (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to O.C.G.A. § 9-11- 23(e); (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Settlement Class Counsel for an award of attorneys' fees, costs, and expenses (the "Fee Request") should be approved; and (f) the motion of the Settlement Class Representatives for a Service Award (the "Service Award Request") should be approved. Plaintiffs' Motion for Service Award Request and Fee Request shall be filed with the Court at least 14 days prior to the Opt-Out and Objection deadline. Plaintiffs' Motion for Final Approval of the Settlement shall be filed with the Court at least 14 Days prior to the Final Approval Hearing. By no later than 7 Days prior to the Final Approval Hearing, the Parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or the Service Award Request and Fee Request.

6. **Settlement Administrator.** The Court appoints Atticus Administration, LLC as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires.

7. **Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Settlement Agreement, including the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and C**: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves

from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and the Court concludes that the Notice Program meets all applicable requirements of law, including Georgia Code Section 9-11- 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members. Non-material modifications to these Exhibits consistent with this Order may be made by the Settlement Administrator in consultation and agreement with the Parties, and without further order of the Court. The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

8. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement must make the request in writing. To be considered valid, the request for exclusion must be postmarked no later than sixty (60) days after the Notice Deadline and must: (a) state the Settlement Class Member's full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the Lawsuit); and (c) clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

Within fourteen (14) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Settlement Class Counsel and to Defendant's Counsel a complete list of all timely and valid requests for exclusion.

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

9. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written objection to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The written objection must include (i) the objecting Settlement Class Member's full name, current address, telephone number, and email address (if any); (ii) the objecting Settlement Class Member's original signature; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Security Incident); (iv) a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (v) the identity of all counsel representing the objector; (vi) whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and; (vii) the signature of the objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

10. Any Settlement Class Member who does not file a timely and adequate objection in accordance with the above paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the

Action.

The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement or the Final Approval Order and Judgment shall be pursuant to appeal under the Georgia Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Approval Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Judgment, including the releases contained therein.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties and of no force or effect if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) the Effective Date does not occur. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request all scheduled

Action deadlines be reasonably extended by the Court to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

13. **Use of Order.** This Preliminary Approval shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the propriety of certifying any class in the Action. Nor shall this Preliminary Approval Order be (i) construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or (ii) as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members on a class or representative basis concerning the Released Claims are hereby enjoined and stayed pending the Final Approval Hearing and the order issuing therefrom.

16. **Schedule and Deadlines.** The Court orders the following schedule of dates for the

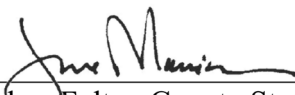
specified actions/further proceedings:

<u>Event</u>	<u>Deadline</u>
Defendant Provides Class Member Information To Settlement Administrator	Within Seven (7) Days Of Entry Of Preliminary Approval Order
Deadline For Claims Administrator To Begin Sending Short Form Notice (By First Class USPS Mail)	Within Thirty (30) Days Of Entry Of Preliminary Approval Order (“Notice Deadline”)
Motion for Attorneys’ Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least Fourteen (14) Days Prior To Opt-Out/ Objection Dates
Opt-Out/Objection Deadlines	Sixty (60) Days After Notice Deadline
Claims Administrator Provides Parties With List Of Timely, Valid Opt-Outs/Objections	Fourteen (14) Days After Opt-Out/Objection Dates
Claims Deadline	Ninety (90) Days After Notice Deadline
Motion For Final Approval To Be Filed By Class Counsel	At Least Fourteen (14) Days Prior To Final Approval Hearing
Final Approval Hearing	[COURT TO ENTER DATE AND TIME] No Earlier Than 120 Days After Entry Of Preliminary Approval Order

IT IS SO ORDERED.

April 1, 2026

Dated


Judge, Fulton County State Court