

**IN THE CIRCUIT COURT OF SANGAMON COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

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| <p>CORINNE CRABTREE, JOSHUA SCHEUN, CARL JOHNSON, MICHAEL PLASKY, TYLER GRENE CHANCE, JAMES BAUM, KENE BROWN, and ANN CATALDO <i>individually and on behalf of all others similarly situated,</i></p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>ALPHA BAKING CO., INC.,</p> <p style="text-align: center;">Defendant.</p> | <p>Case No. 2025CH000063</p> |
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SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant. The Parties agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a bakery and distributor of fresh and frozen bread products. It is headquartered in Chicago, Illinois, with production plants in Illinois, Indiana, Wisconsin, and Michigan. In the regular and ordinary course of its business, Defendant collects and maintains the Private Information of its employees for the purpose of providing compensation and benefits.

2. On or about January 23, 2025, Defendant experienced the Data Incident, whereby it detected unusual activity on its computer network. External experts conducted a forensic investigation and determined that an unauthorized party had obtained certain files stored on

¹ All capitalized terms herein shall have the same meanings as those defined in Section II below.

Defendant's network.

3. In June 2025, Defendant began sending notification letters to those individuals whose Personal Information may have been accessed in the Data Incident.

4. Commencing in June 2025, affected individuals began filing lawsuits against Defendant relating to the Data Incident. Plaintiffs voluntarily dismissed their individual actions and joined in a single action in the Northern District of Illinois.

5. The Parties began discussing settlement and scheduled mediation with experienced mediator, Judge Wayne Anderson (ret.) of JAMS. In advance of mediation, Plaintiffs consulted with liability and damage experts, and Defendant voluntarily provided Plaintiffs with information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

6. On October 14, 2025, the Parties participated in a full-day mediation with Judge Andersen. After arms-length negotiations between experienced counsel, the Parties reached agreement on the material terms of this class-wide Settlement.

7. Following their agreement to material terms, the Parties decided that jurisdiction was appropriate in state court and venue in this Court. Consequently, Plaintiffs voluntarily dismissed their federal action and filed this Action. The Complaint alleges claims against Defendant for negligence/negligence *per se*, breach of implied contract, unjust enrichment, and breach of fiduciary duty on behalf of a nationwide putative class.

8. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. The Parties have entered into this Agreement to resolve all controversies and disputes arising out of or relating

to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation.

9. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

10. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to final approval by the Court, as follows:

II. Definitions

11. “**Action**” means the civil action entitled: *Corrine Crabtree et al. v Alpha Baking Co., Inc.*, Case No. 2025CH000063, pending in the Circuit Court of Sangamon County, Illinois.

12. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this agreement, as amended, and all exhibits attached hereto, between Plaintiffs and Defendant.

13. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees,

reimbursement for costs, and for Service Awards for the Class Representatives.

14. “**Cash Payments**” means (i) Cash Payment A – Documented Losses and (ii) Cash Payment B – Alternate Cash that Settlement Class Members may elect to claim under the Settlement.

15. “**Cash Payment A – Documented Losses**” means the up to \$4,000.00 in compensation for actual, attested to, and documented out-of-pocket losses that are reasonably and fairly traceable to the Data Incident that Settlement Class Members may elect to claim under the Settlement.

16. “**Cash Payment A – Alternate Cash**” means the \$75.00 payment that Settlement Class Members may alternatively elect to claim under the Settlement in lieu of seeking Cash Payment A – Documented Losses.

17. “**Claim**” means the submission of a valid and complete Claim Form by a Claimant.

18. “**Claimant**” means a Settlement Class Member who submits a valid and complete Claim for Settlement Class Member Benefits to the Settlement Administrator.

19. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

20. “**Claim Form Deadline**” means the deadline by which a Settlement Class Member must submit a Claim Form to the Settlement Administrator to receive Settlement Class Member Benefits. The Claim Form Deadline shall be 60 days after the Notice Date.

21. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine which are Valid Claims eligible for payment under this Settlement.

22. “**Class Counsel**” means: Jeff Ostrow of Kopelowitz Ostrow P.A and Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC.

23. “**Class List**” means the list of Settlement Class Members that Defendant is to provide to the Settlement Administrator for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information reasonably available from Defendant’s records. To the extent maintained by the Defendant, the Class List shall reasonably identify the Settlement Class Members by their full names and last-known physical addresses.

24. “**Class Representatives**” means the Plaintiffs the Court approves as representatives of the Settlement Class.

25. “**Complaint**” means the Class Action Complaint filed in this Action.

26. “**Court**” means the Circuit Court of Sangamon County, Illinois, and the judge(s) who presides over the Action.

27. “**Credit Monitoring**” means the two years of one-bureau of credit monitoring that Settlement Class Members may elect under the Settlement.

28. “**Data Incident**” means the unauthorized access to or acquisition of Plaintiffs’ and the Settlement Class’s Private Information that took place on or about January 23, 2025.

29. “**Defendant**” means Alpha Baking Co., Inc.

30. “**Defendant’s Counsel**” means Jena M. Valdetero and Aaron S. Klein of Greenberg Traurig, LLP.

31. “**Effective Date**” means the later of: (a) 30 days after entry of the Final Approval Order, if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the

Final Approval Order or 30 days after the entry of a dismissal of the appeal.

32. “**Final Approval**” means the Court’s final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

33. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

34. “**Final Approval Order**” means the final order the Court enters granting Final Approval, substantially in the form attached hereto as *Exhibit 5*.

35. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2* that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

36. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

37. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

38. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

39. “**Notice Date**” means the date when the Settlement Administrator begins sending Notice. The Notice Date shall be 45 days after Preliminary Approval.

40. “**Notice Program**” means the methods for giving Notice to the Settlement Class and include Postcard Notice, Long Form Notice, the Settlement Website, and toll-free Settlement telephone number.

41. “**Notice of Deficiency**” means a notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

42. “**Objection Deadline**” means the deadline by which a Settlement Class Member must object to the Settlement, as set forth herein. The Objection Deadline shall be 60 days after the Notice Date.

43. “**Opt-Out Deadline**” means the deadline by which a Settlement Class Member must opt out of the Settlement, as set forth herein. The Opt-Out Deadline shall be 60 days after the Notice Date.

44. “**Party**” means either Plaintiffs or Defendant, and “**Parties**” means Plaintiffs and Defendant, collectively.

45. “**Plaintiffs**” means Corrine Crabtree, Joshua Scheun, Carl Johnson, Michael Plasy, Tyler Grene Chance, James Baum, Kene Brown, and Ann Cataldo, the plaintiffs in this Action.

46. “**Postcard Notice**” means the postcard form of Notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that will be distributed to those Settlement Class Members in accordance with the Class List.

42. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

43. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement, proposed Notice Program, and Claims Process, substantially in the form attached hereto as *Exhibit 4*.

44. “**Private Information**” means names, dates of birth, Social Security numbers, driver’s license or state ID numbers, financial account information, and medical information.

45. “**Releases**” means the releases and waiver set forth in Section XI of this Agreement.

46. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

47. “**Released Parties**” means Defendant and each entity which is controlled by, controlling or under common control with Defendant and their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, attorneys, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees.

48. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

49. “**Service Awards**” means the payment the Court may award Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Awards shall be paid by Defendant separate from the Settlement Class Member Benefits.

50. “**Settlement Administrator**” means Simpluris, Inc, the third-party notice and

claims administrator jointly selected by the Parties.

51. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

52. “**Settlement Class**” means all living individuals whose Private Information may have been impacted in the Data Incident and who were sent notice of this Settlement. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the judge assigned to the Action, that judge’s immediate family, and Court staff.

53. “**Settlement Class Member**” means any member of the Settlement Class.

54. “**Settlement Class Member Benefits**” means the Cash Payments and Credit Monitoring that Settlement Class Members may elect to receive under the Settlement.

55. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

56. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member

personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to timely respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

57. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

IV. Settlement Consideration

58. As consideration for the Settlement, Defendant has agreed to pay the following: (a) all Settlement Administration Costs; (b) Cash Payments and Credit Monitoring for Settlement Class Members; and (c) any Court-awarded attorneys' fees, costs, and Service Awards. The maximum Defendant shall be required to pay for all of the above is \$1,050,000.00.

59. To receive Settlement Class Member Benefits, Settlement Class Members must submit a Valid Claim to the Settlement Administrator. If a Settlement Class Member does not

submit a Valid Claim or submit a timely and valid request to opt out of the Settlement Class, the Settlement Class Member will release his or her claims against the Released Parties without receiving a Settlement Class Member Benefit.

60. **Cash Payments** – Defendant shall pay a Cash Payment—either Cash Payment A or Cash Payment B—to each Settlement Class Member who submits a Valid Claim, as outlined below. All Cash Payments are subject to a *pro rata* reduction, if necessary, in the event that the Settlement Administration Costs, Court-approved attorneys’ fees, costs, and Service Awards, Cash Payments, and cost of Credit Monitoring exceeds \$1,050,000.00.

a. **Cash Payment A – Documented Losses**

All Settlement Class Members are eligible to submit a claim for up to \$4,000.00 per Settlement Class Member upon presentment of reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Incident. By way of example, documented losses include unreimbursed losses relating to actual fraud or identity theft: if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident. To receive payment for documented losses, a Settlement Class Member must complete and submit a Claim Form and include legible and reliable documentation in support of the Claim. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for losses if they have been reimbursed for the same losses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If a Settlement Class Member does not submit reasonable documentation supporting a

loss, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim will be rejected. If a Settlement Class Member's Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to timely cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

b. Cash Payment B – Alternate Cash

As an alternative to Cash Payment A, Settlement Class Members may elect to claim Cash Payment B – Alternate Cash, which is a \$75.00 cash payment. There is no documentation required to claim this benefit.

61. ***Credit Monitoring*** – in addition to a Cash Payment, all Settlement Class Members may elect to receive two years of Credit Monitoring with one bureau.

62. ***Business Practice Changes*** - Prior to Plaintiffs filing their Motion for Final Approval, including their Application for Attorneys' Fees, Costs, and Service Awards, Defendant will provide to Class Counsel a confidential description of the business practice changes, including remedial measures and security enhancements, implemented since the Data Incident. The Parties agree those specific measures and enhancements will not be disclosed in any public filing. However, the Parties agree that such business practice changes shall be valued at \$300,000.00 and will apply to the \$1,050,000.00 cap referenced in paragraph 58, above.

63. ***Settlement Administration Costs*** - Defendant shall be solely responsible for the payment of all Settlement Administration Costs. The Settlement Administrator and Defendant will enter into a separate agreement related to the payment of the Settlement Administration Costs.

V. Settlement Approval

64. Within five business days of signing this Agreement, Class Counsel shall file a

Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Jeff Ostrow and Gary Klinger as Class Counsel; (7) appoint Plaintiffs as the Class Representatives; (8) appoint Simpluris, Inc. as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

65. Subject to Court approval, Simpluris, Inc. shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the Illinois Constitution.

66. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program and handling the Claims Process.

67. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement

Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending out Cash Payments, and ensuring Credit Monitoring codes are distributed to Settlement Class Members;

b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call or otherwise communicate such inquiries;

e. Responding to any mailed Settlement Class Member inquiries;

f. Processing all opt-out requests from the Settlement Class;

g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program and Claims Process were completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing in detail how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and

other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment and/or Credit Monitoring;

j. Collecting from Defendant and/or its insurer(s) the funds necessary to pay Valid Claims for Cash Payments and Credit Monitoring;

k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims;

l. Ensuring that Credit Monitoring Codes are emailed to Settlement Class Members who submit Valid Claims; and

m. Any other Settlement administration function at the instruction of Class Counsel and Defendant.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

68. Defendant will make available to the Settlement Administrator the Class List no later than 14 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

69. Within 45 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program. Settlement Class Members shall be sent the Postcard Notice which shall be double-sided with a tear-off Claim Form.

70. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline by which Settlement Class Members must opt-out of the Settlement Class; the Objection Deadline by which Settlement Class Members must object to the Settlement and/or

Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

71. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

47. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

48. The Notice Program shall be completed no later than 45 days before the initial scheduled Final Approval Hearing.

72. ***Opt-Out procedure.*** The Long Form Notice also shall include a procedure for

Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address, and include a statement indicating a request to be excluded from the Settlement Class. Mass or Class opt-outs by an attorney or other representative of a group of Settlement Class Members will not be accepted. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

73. In the event that within 10 days after the Opt-Out Deadline there have been more than 250 timely and valid Opt-Outs submitted, Defendant may, by notifying Class Counsel and the Court in writing within 30 days after the Opt-Out Date, void this Settlement Agreement. If Defendant voids this Settlement Agreement pursuant to this paragraph, Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel.

74. ***Objection procedure.*** The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection before the Objection Deadline, as specified in the Notice, and the relevant Settlement

Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. For an objection to be considered by the Court, it must strictly and fully comply with each and every requirement outlined in this Agreement, the Long Form Notice, and the Preliminary Approval Order.

75. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
 - e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed

objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

76. In the event a Settlement Class member attempts to both opt-out of the Settlement *and* object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, the Settlement Class member will be deemed to have opted-out of the Settlement.

VIII. Claim Form Process and Disbursement of Cash Payments

77. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

78. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

79. The Settlement Administrator shall collect, review, and address each Claim Form

received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

80. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

81. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

82. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise

the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall deny the Claim unless Defendant and Class Counsel otherwise agree.

83. Where a good faith basis exists, the Settlement Administrator shall reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a valid request to opt-out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a

person or entity other than the Claimant for whom the Claim Form is submitted;

- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with this Settlement.

84. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

85. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

86. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within 30 days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth herein. Defendant shall pay or cause to be paid to the Settlement

Administrator the invoiced amount of all Valid Claims within 15 days of receiving the invoice.

87. No later than 60 days of the Effective date, the Settlement Administrator shall: (a) commence distribution of Cash Payments; and (b) ensure Credit Monitoring activation codes are emailed to Settlement Class Members.

88. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 90 days to select their form of payment following such email from the Settlement Administrator.

89. Paper checks must be negotiated within 90 days of issuance, and each settlement check shall bear the language: "This check must be cashed within 90 days, after which time it is void." For those Settlement Class Members electing to receive payment by check, cashing a check is a condition precedent to any right to receive Settlement Benefits. If a check becomes void, the Settlement Class Member shall have until 180 days after the Effective Date to request re-issuance. If no request is made within this period, the Settlement Class member will have failed to meet a condition precedent to recovery of Settlement Benefits, and Defendant shall have no obligation to make any payment to the Settlement Class Member for any type of monetary relief. Requests for re-issuance shall not be honored for any checks issued or re-issued for any reason more than 180 days from the Effective Date.

90. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and

procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, electronic payments fail, or paper checks are not negotiated, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

91. No person or entity shall have any claim or right of action against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

IX. Final Approval Order and Final Judgment

92. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

93. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Service Awards, Attorneys' Fees, and Costs

94. ***Service Awards*** - Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$1,250.00 each. Entitlement to Service Awards is subject to Court approval. The Service Awards shall be payable separate from the Settlement Class Member Benefits. Defendant shall pay the Court-approved Service Awards by check or wire transfer to an account designated by Class Counsel within five days of the Effective Date.

95. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of attorneys' fees and costs of \$350,000.00, to be paid by or on behalf of Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the Settlement Class Member Benefits to Settlement Class Members. Defendant shall pay the Court-approved attorneys' fees and cost award by check or wire transfer to an account designated by Class Counsel within 30 days

of the Effective Date.

96. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards. If the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement had been agreed upon by the Parties.

XI. Releases

97. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released

Claims.

98. Settlement Class Members who opt-out of the Settlement before the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

99. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XII. Termination of Settlement

100. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. Defendant has not voided the Settlement Agreement under section 72 herein;
- d. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- e. The Effective Date has occurred.

101. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which

the Parties do not consent, then this Agreement shall be cancelled and terminated.

102. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XIII. Effect of Termination

103. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

104. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

105. This Agreement reflects the Parties' compromise and settlement of disputed claims.

This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

106. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted an independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

107. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

108. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission

of, or evidence of, the validity of any claim made by Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

109. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XV. Miscellaneous Provisions

110. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

111. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

112. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

113. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

114. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated

written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as provided for herein.

115. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

116. **Governing Law.** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Illinois, without regard to the principles thereof regarding choice of law.

117. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

118. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released

Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

119. **Notices.** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

Gary Klinger
**Milberg Coleman Bryson
Phillips Grossman, PLLC**
227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606
Tel: (866) 252-0878
gklinger@milberg.com

If to Defendant or Defendant's Counsel:

Jena M. Valdetero
Greenberg Traurig, LLP
360 N. Green Street, Suite 1300
Chicago, IL 75201
jena.valdetero@gtlaw.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

120. **Modification and Amendment.** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

121. **No Waiver.** The waiver by any Party of any breach of this Agreement by another

Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

122. **Authority.** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

123. **Agreement Mutually Prepared.** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

124. **Independent Investigation and Decision to Settle.** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in

connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

125. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

126. ***Confidentiality.*** All agreements between the Settling Parties and their counsel relating to the confidentiality of information shall survive this Settlement Agreement.

[Remainder of Page Intentionally Left Blank – Signatures to Follow]

CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)

Jeffrey Ostrow
Jeffrey Ostrow (Feb 24, 2026 12:23:25 EST)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

Gary M. Klinger
GARY KLINGER
MILBERG, PLLC

ALPHA BAKING CO., INC.

By: _____
Its _____

COUNSEL FOR ALPHA BAKING CO., INC.

JENA M. VALDETERO
GREENBERG TRAUER LLP


CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

GARY KLINGER
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC

ALPHA BAKING CO., INC.

DocuSigned by:

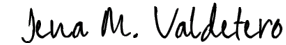


By: WFP in Houston

Its SVP, Business Operations

COUNSEL FOR ALPHA BAKING CO., INC.

Signed by:



JENA M. VALDETERO

GREENBERG TRAURIG LLP

EXHIBIT 1

A Docusign Envelope ID: E39F646D-5411-4B60-A8AC-93580C20F3E5

c/o Settlement Administrator

P.O. Box _____

Santa Ana, CA 92799-9958

Corrine Crabtree v. Alpha Baking Co., Inc.

Case No. 2025CH000063

**IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE JANUARY 2025
ALPHA BAKING CO., INC. DATA INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS AND ENTITLE
YOU TO BENEFITS AND A CASH PAYMENT.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

THIS NOTICE IS ONLY A SUMMARY.
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.



First-Class
Mail
US Postage
Paid
Permit # _____

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

DocuSign Envelope ID: E39F646D-5411-4B60-A8AC-93580C20F3E5

t?

A settlement has been reached with Alpha Baking Co., Inc. ("Alpha Baking") in a class action lawsuit ("Settlement"). The case is about the January 2025 cyberattack on Alpha Baking's computer systems ("Data Incident"). Files containing Private Information were accessed. Alpha Baking denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the Settlement Class as: "All living individuals who were sent notice by the Defendant that their Private Information was impacted in the Data Incident."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Settlement Class.

What are the Settlement benefits?

You can claim two years of **Credit Monitoring** and **one** of two **Cash Payment** options.

Cash Payment A – Documented Losses: if you have documented losses you can get back up to **\$4,000**.

Cash Payment B – Alternate Cash: *instead of Cash Payment A*, you can get a one-time **\$75** payment.

Full details and instructions are available online and in the Long Form Notice.

If you are claiming out-of-pocket expenses or losses for identity theft/fraud, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline].**

What if I don't want to participate in the Settlement or do not like it?

If you do not want to be part of the Settlement, you must opt-out by **[Opt-Out Deadline]** or you will not be able to sue Alpha Baking for the claims made in *this* lawsuit. If you opt-out, you cannot make a claim for benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Long Form Notice and Settlement Agreement, available online, explain how to opt-out or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$350,000, and \$1,250 as a service award for each of the Class Representatives. You may attend the hearing at your own cost, but you do not have to.

www.[SettlementWebsite].com

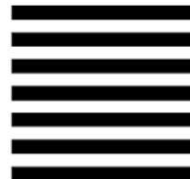
DocuSign Envelope ID: E39F646D-5411-4B60-A8AC-93580C20F3E5



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE



Alpha Baking Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958



Docusign Envelope ID: E39F646D-5411-4B60-A8AC-93580C20F3E5

«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»

Complete this Claim Form, tear at perforation, and return by U.S.
Mail no later than **[Claims Deadline]**.
Only one Claim Form per Class Member.

Login ID: «LoginID»
PIN: «PIN»

INSTRUCTIONS: Use this card to submit your claim for two years of **Credit Monitoring** and/or the \$75.00 **Cash Payment B – Alternate Cash** payment.

To claim Cash Payment A – Documented Losses, visit the settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

Check this box to enroll in two years of **Credit Monitoring** from CyEx Financial Shield Complete.

Check this box to claim a one-time \$75.00 **Cash Payment B – Alternate Cash**.

How would you like to be paid:

Check **one**: PayPal Venmo Zelle Virtual Prepaid Card Check (sent to above address)

For digital payment options, please **PRINT** your email address

LEGIBLY on the line below and doublecheck that it is correct: _____

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Corrine Crabtree v. Alpha Baking Co., Inc.
Case No. 2025CH000063
Circuit Court of Sangamon County, Illinois

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE JANUARY 2025 ALPHA BAKING CO., INC. DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this Notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A settlement has been reached with Alpha Baking Co., Inc. (“Alpha Baking” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on Alpha Baking's computer systems that occurred in January 2025 (“Data Incident”). Certain files that contained Private Information were accessed. These files may have contained personal information such as names; addresses; dates of birth; Social Security numbers; driver’s license numbers; financial account information; and protected health information.
- The lawsuit is called *Corrine Crabtree v. Alpha Baking Co., Inc.*, Case No. 2025CH000063. It is pending in the Circuit Court of Sangamon County, Illinois (“Litigation”).
- Alpha Baking denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (“Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Alpha Baking's records indicate that you are a Settlement Class member and entitled to benefits under the Settlement. You may have received a previous notice directly from Alpha Baking.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | | DEADLINE |
|---|--|--------------------------|
| SUBMIT A CLAIM | <p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator.</p> | <u> </u> , 2026 |
| OPT-OUT OF THE SETTLEMENT | <p>You can choose to opt-out of the Settlement and receive no Cash Payment or Credit Monitoring. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.</p> | <u> </u> , 2026 |
| OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING | <p>If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement Class Member benefits.</p> | <u> </u> , 2026 |
| DO NOTHING | <p>Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement. You will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved and released by this Settlement.</p> | No Deadline |

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

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SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS 5

THE LAWYERS REPRESENTING YOU 6

OPTING OUT FROM THE SETTLEMENT 6

COMMENTING ON OR OBJECTING TO THE SETTLEMENT..... 7

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GETTING MORE INFORMATION 9

Basic Information

1. Why was this Notice issued?

The Circuit Court of Sangamon County, Illinois, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Corrine Crabtree v. Alpha Baking Co., Inc.*, Case No. 2025CH000063. It is pending in the Circuit Court of Sangamon County, Illinois. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Alpha Baking Co., Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the January 2025 targeted cyberattack on Alpha Baking’s computer systems, certain files that contained Private Information were accessed. These files may have contained personal information such as names, addresses, dates of birth, Social Security numbers, driver’s license numbers, financial account information, and protected health information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this proposed Settlement, the Class Representatives are Corrine Crabtree; Joshua Scheun; Carl Johnson; Michael Plasy; Tyler Grene Chance; James Baum; Kene Brown; and Ann Cataldo. Everyone included in this Action are the Settlement Class members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class members.

Who is in the Settlement?

5. Who is included in the Settlement?

The Court has defined the Settlement Class this way: “All living individuals who were sent notice by the Defendant that their Private Information was impacted in the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

If you are not sure whether you are a Settlement Class member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Alpha Baking Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

All Settlement Class members may claim **Credit Monitoring** and **one** of two **Cash Payment** options. The benefits are explained in more detail below.

CREDIT MONITORING. All Settlement Class members are eligible to enroll in two years of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENTS. Settlement Class members who have documented losses may claim **Cash Payment A – Documented Losses**. Alternatively, you may claim a \$75.00 **Cash Payment B – Alternate Cash** payment.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$4,000.00**. The losses must have occurred between January 23, 2025, and [**Claims Deadline**].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

-OR-

Cash Payment B – Alternate Cash. *Instead of* Cash Payment A, you may claim a one-time **\$75.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

There is an aggregate cap of \$1,050,000.00 on these benefits. This means that if the total value of benefits claimed is over \$1,050,000.00, everyone’s payments will be reduced *pro rata* so that they add up to \$1,050,000.00.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Alpha Baking Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Settlement Class?

If you stay in the Settlement Class, you won’t be able to be part of any other lawsuit against Alpha Baking about the issues that this Settlement covers. The “Releases” section of the Settlement Agreement (Section XI) describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Alpha Baking Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a Claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a Final Approval Hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved. Please be patient.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Jeff Ostrow of Kopelowitz Ostrow P.A and Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, to represent you and other Settlement Class members (“Class Counsel”).

13. Should I get my own lawyer?

You will not be charged for Class Counsel’s services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve up to \$350,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by Alpha Baking.

Class Counsel will also ask for Service Award payments of \$1,250.00 for each of the Class Representatives. Service Award payments will also be paid by Alpha Baking.

Opting-Out from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called an Opt-Out Request.

If you opt-out, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you opt-out. However, you will keep any rights you may have to sue Alpha Baking on your own about the legal issues in this case.

The deadline to opt-out from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Opt-Out Request must have the following information:

- (1) the name of the Litigation: *Corrine Crabtree v. Alpha Baking Co., Inc.*, Case No. 2025CH000063, pending in the Circuit Court of Sangamon County, Illinois;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Opt-Out Request” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Alpha Baking Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Opt-Out Request must be submitted and postmarked by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have opted-out from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Corrine Crabtree v. Alpha Baking Co., Inc.*, Case No. 2025CH000063, pending in the Circuit Court of Sangamon County, Illinois;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- (4) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case;

- (5) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards;
- (6) the number of times in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel’s or the counsel’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the preceding five years;
- (7) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- (8) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (9) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (10) your signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be considered, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **OBJECTION DATE**. You must also send a copy of the objection by U.S. Mail to the Settlement Administrator, Class Counsel, and Defendant’s Counsel.

| Clerk of the Court | Settlement Administrator |
|--|---|
| Clerk of the Court [Court Address] | Alpha Baking Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958 |

| Class Counsel | Counsel for Defendants |
|---|--|
| Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Boulevard, Suite 500 Fort Lauderdale, FL 33301 Gary Klinger Milberg Coleman Bryson Phillips Grossman, PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 | Christopher Dodrill Greenberg Traurig, LLP 2200 Ross Avenue, Suite 5200 Dallas, TX 75201 |

17. What is the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not opt-out from the Settlement. Opting out from the Settlement is stating to the

Court that you do not want to be part of the Settlement. If you opt-out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time] Central Time**, in Room **[Court Room]** of the Circuit Court of Sangamon County, Illinois, at **[Court Address]**.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The Court will also decide Class Counsel's request for an attorneys' fees and costs award and the request for a Service Award to the Class Representatives. The Court will also consider any timely objections to the Settlement.

If you are a Settlement Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, **www.[SettlementWebsite].com**.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: **info@[SettlementWebsite].com**
- Call toll free, 24/7: **1-XXX-XXX-XXXX**
- By mail: Alpha Baking Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT 3

Your claim must be submitted online or postmarked by:

[Claims Deadline]

Corrine Crabtree v. Alpha Baking Co., Inc.

Case No. 2025CH000063

Chancery Division of the Circuit Court of Sangamon County, Illinois

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by:

[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Settlement Class this way: “All living individuals who were sent notice by the Defendant that their Private Information was impacted in the Data Incident.”

Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

All Settlement Class Members may claim **Credit Monitoring** and **one** of two **Cash Payment** options. The benefits are explained in more detail below.

CREDIT MONITORING. All Settlement Class Members are eligible to enroll in two years of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENTS. Settlement Class Members who have documented losses may **Cash Payment A – Documented Losses**. Alternatively, you may claim a \$75.00 **Cash Payment B – Alternate Cash** payment.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$4,000.00**. The losses must have occurred between January 23, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Corrine Crabtree v. Alpha Baking Co., Inc.

Case No. 2025CH000063

Chancery Division of the Circuit Court of Sangamon County, Illinois

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

-OR-

Cash Payment B – Alternate Cash. *Instead of* Cash Payment A, you may claim a one-time **\$75.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

There is an aggregate cap of \$1,050,000.00 on these benefits. This means that if the total value of benefits claimed is over \$1,050,000.00, everyone’s payments will be reduced *pro rata* so that they add up to \$1,050,000.00.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Alpha Baking Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE USING YOUR UNIQUE LOGIN ID AND PIN AT [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

You may also print out and complete this Claim Form, and submit it by U.S. mail.

You must submit your Claim Form online or by mail no later than [Claims Deadline].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



Your claim must be submitted online or postmarked by:

[Claims Deadline]

Corrine Crabtree v. Alpha Baking Co., Inc.

Case No. 2025CH000063

Chancery Division of the Circuit Court of Sangamon County, Illinois

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by:

[Claims Deadline]

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. Please print legibly.

First Name input field

First Name

Last Name input field

Last Name

Street Address input field

Street Address

City input field

City

State input field

State

Zip Code input field

Zip Code

Email Address input field

Email Address

Phone Number input field

Phone Number

Login ID (if known) input field

Login ID (if known)

II. CREDIT MONITORING

Check this box if you would like to enroll in two years of Credit Monitoring from CyEx Financial Shield Complete.

III. CASH PAYMENT A - DOCUMENTED LOSSES

Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$4,000.00. DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION IV.

Please complete the table below, describing the supporting documentation you are submitting.

Table with 2 columns: Description of Documentation Provided, Amount. Includes example row for Unauthorized bank transfer (\$500) and a TOTAL CLAIMED row.

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit www.[SettlementWebsite].com



Your claim must be submitted online or postmarked by:

[Claims Deadline]

Corrine Crabtree v. Alpha Baking Co., Inc.

Case No. 2025CH000063

Chancery Division of the Circuit Court of Sangamon County, Illinois

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by:

[Claims Deadline]

IV. CASH PAYMENT B – ALTERNATE CASH

Check this box if you want to claim a one-time \$75.00 cash payment. DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING REIMBURSEMENT FROM SECTION III.

V. PAYMENT SELECTION

Please select one of the following payment options, which will be used if you are claiming a cash payment.

- PayPal
Venmo
Zelle
Virtual Prepaid Card
Physical Check

VI. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge.

Signature Printed Name Date



EXHIBIT 4

**IN THE CIRCUIT COURT OF SANGAMON COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

| | |
|---|------------------------------|
| <p>CORINNE CRABTREE, JOSHUA SCHEUN, CARL JOHNSON, MICHAEL PLASKY, TYLER GRENE CHANCE, JAMES BAUM, KENE BROWN, and ANN CATALDO <i>individually and on behalf of all others similarly situated</i>,</p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>ALPHA BAKING CO., INC.,</p> <p style="text-align: center;">Defendant.</p> | <p>Case No. 2025CH000063</p> |
|---|------------------------------|

**[PROPOSED] ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

This matter having come before this Court for an Order preliminarily certifying the Settlement Class and preliminarily approving a Settlement between Plaintiffs Corine Crabtree, Joshua Scheun, Carl Johnson, Michael Plasky, Tyler Grene Chance, James Baum, Kene Brown, and Ann Cataldo, individually, and on behalf of the proposed Settlement Class, and Defendant Alpha Baking Co., Inc., and this Court having reviewed the Settlement Agreement and attachments thereto, executed by the Parties and submitted to the Court with Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement;

IT IS HEREBY ORDERED as follows:

1. This Preliminary Approval Order incorporates the Agreement, and the terms used herein shall have the meanings and/or definitions given to them in the Agreement, as submitted to the Court with the Motion.
2. The Court has subject matter jurisdiction pursuant to Ill. Const. art. VI, § 9, and

personal jurisdiction over the Parties before it. Additionally, venue is proper in this Court under 735 ILCS 5/2-101(2).

3. For purposes of the Settlement only, and conditioned upon the Settlement receiving Final Approval following the Final Approval Hearing, this Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, the Settlement Class defined as follows and subject to the stated exclusions below:

all living individuals whose Private Information may have been impacted in the Data Incident and who were sent notice of this Settlement.

Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the judge assigned to the Action, that judge's immediate family, and Court staff.

4. The Court finds that, for purposes of settlement only, the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure have been preliminarily satisfied: (a) the number of members of the Settlement Class is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the members of the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (d) Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (f) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

5. For purposes of settlement only, the Court finds and determines that Plaintiffs Corine Crabtree, Joshua Scheun, Carl Johnson, Michael Plasky, Tyler Grene Chance, James Baum, Kene Brown, and Ann Cataldo will fairly and adequately represent the interests of the Settlement

Class in enforcing their rights in the action, and appoints them as the Class Representatives.

6. For purposes of settlement only, the Court appoints as Class Counsel: Jeff Ostrow of Kopelowitz Ostrow P.A and Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC.

7. Simpluris, Inc. is appointed as Settlement Administrator. The Settlement Administrator shall abide by the terms and conditions of the Agreement that pertain to the Settlement Administrator.

8. The Settlement, on the terms and conditions stated in the Agreement, is preliminarily approved by this Court as being fair, reasonable, and adequate, free of collusion or indicia of unfairness, and within the range of possible final approval.

9. The Final Approval Hearing will be held on _____, **2026** at _____ **a.m./p.m.** before the Honorable Adam Giganti in Courtroom **XX** of the Sangamon County Complex, in the Circuit Court of Sangamon County, Illinois, located at 200 South 9th Street Springfield, IL 62701, to consider: (a) the fairness, reasonableness and adequacy of the proposed Settlement; (b) any objections made by Settlement Class Members to the proposed Settlement; (c) whether the Settlement should be finally approved by this Court; (d) Class Counsel's Application for Attorneys' Fees, Costs, and Service Award; and (e) such other matters as this Court may deem proper and necessary.

10. Class Counsel are to file and serve the Motion for Final Approval, including the Application for Attorneys' Fees, Costs, and Service Award, no later than 45 days before the original date set for the Final Approval Hearing. The Application for Attorneys' Fees, Costs, and Service Award will be heard concurrently with the request for Final Approval.

11. The proposed forms of Notice to the Settlement Class are attached to the Agreement

as Exhibits 1 and 2, and are hereby approved for the purpose of notifying the members of the Settlement Class of the proposed Settlement, the Final Approval Hearing date, and the rights of the members of the Settlement Class to opt-out of or object to the Settlement, and it shall be sent to the members of the Settlement Class substantially in the forms approved. The Parties may by mutual written consent make non-substantive changes to the Notice without Court approval. The Settlement Administration Costs will be paid from the Settlement Fund.

12. The Notice Program shall commence within 45 days following entry of this Order.

13. The Notice Program shall be substantially completed no later than 45 days before the original date set for the Final Approval Hearing. The Long Form Notice shall be posted on the Settlement Website created by the Settlement Administrator and be available on request made to the Settlement Administrator.

14. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

15. The Postcard Notice and Long Form Notice, as set forth in Exhibits 1 and 2 to the Agreement, and approved by this Preliminary Approval Order, is the best notice practicable, and is reasonably calculated, under the circumstances, to apprise the members of the Settlement Class of the pendency of the Action and their right to participate in, object to, or exclude themselves from the Settlement. This Court further finds that the Postcard Notice and Long Form Notice are

due and sufficient notice of the Final Approval Hearing date, the Settlement, the Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Award, and other matters set forth in the Agreement, and that the Postcard Notice and Long Form Notice fully satisfy the requirements of Section 2-803 of the Illinois Code of Civil Procedure and the Due Process Clause(s) of the Illinois Constitution, to all persons entitled thereto.

16. Any member of the Settlement Class who intends to object to the fairness, reasonableness, and adequacy of the Settlement, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards, must object in writing and send the objection by mail to the Clerk of Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. There shall be no combined, collective, or joint objections and, in the event any combined, collective, or joint objections are submitted, they shall be deemed invalid as to all such persons.

17. For an objection to be considered by the Court, the objection must also set forth:

- (i) The name of this case, which is *Crabtree et al. v. Alpha Baking Co., Inc.*, Sangamon County Circuit Court, Case No. 2025CH000063;
- (ii) the objector's full name, mailing address, telephone number, and email address (if any);
- (iii) all grounds for the objection, accompanied by any legal support for the

- objection known to the objector or objector's counsel;
- (iv) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - (v) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
 - (vi) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
 - (vii) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
 - (viii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
 - (ix) a statement confirming whether the objector intends to personally appear

and/or testify at the Final Approval Hearing; and

- (x) the objector's signature (an attorney's signature is not sufficient).

Any member of the Settlement Class who does not provide a timely and written objection shall have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement and Class Counsel's Application for Attorneys' Fees, Costs, and Service Award.

18. Members of the Settlement Class may elect to opt-out of the Settlement Class at any time during the Opt-Out Period. In the event a member of the Settlement Class wishes to opt-out of the Settlement Class and not to be bound by the Agreement, that person must mail a written request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. There shall be no combined, collective, or joint opt-out requests and, in the event any combined, collective, or joint opt-out requests are submitted, they shall be deemed void as to all such persons.

19. Any member of the Settlement Class who submits a timely opt-out request may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Agreement.

20. All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Preliminary Approval Order.

21. In the event that (a) this Court does not finally approve the Settlement as provided in the Agreement; (b) this Court does not enter the Final Approval Order as provided in all material respects and substantial form set forth in the Agreement; or (c) the Settlement does not become final for any other reason consistent with the terms of the Agreement, the Agreement shall be null and void and any order or judgment entered by this Court in furtherance of the Settlement shall be vacated *nunc pro tunc*. In such a case, the Parties shall proceed in all respects as if the Agreement had not been executed and the Parties shall in no way be prejudiced in proceeding with or defending this litigation, the conditional class certification effected herein will be null and void, and Defendant shall have the right to object to certification of the Settlement Class or any other class at any future time.

22. For the benefit of the Settlement Class and to protect this Court’s jurisdiction, this Court retains continuing jurisdiction over the settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

23. The Parties are directed to carry out their obligations under the Agreement.

24. Class Counsel shall serve a copy of this Preliminary Approval Order on all named parties or their counsel within seven days of receipt.

Summary of Applicable Dates

| | |
|--|---|
| Deadline to commence Notice Program | 45 days after entry of the Preliminary Approval Order |
| Deadline to complete Notice Program | 45 days before the initially scheduled Final Approval Hearing |
| Deadline to File Motion for Final Approval, | 45 days before the |

| | |
|--|--|
| including Class Counsel's Application for Attorneys' Fees, Costs, and Service Award | initially scheduled Final Approval Hearing |
| Opt-Out Period Ends | 60 days after the Notice Date |
| Objection Period Ends | 60 days after the Notice Date |
| Claim Form Deadline | 60 days after the Notice Date |
| Final Approval Hearing | _____, 2026 at _____ a.m./p.m. |

IT IS SO ORDERED.

Dated: _____

The Hon. Adam Giganti

EXHIBIT 5

**IN THE CIRCUIT COURT OF SANGAMON COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

| | |
|---|------------------------------|
| <p>CORINNE CRABTREE, JOSHUA SCHEUN, CARL JOHNSON, MICHAEL PLASKY, TYLER GRENE CHANCE, JAMES BAUM, KENE BROWN, and ANN CATALDO <i>individually and on behalf of all others similarly situated,</i></p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>ALPHA BAKING CO., INC.,</p> <p style="text-align: center;">Defendant.</p> | <p>Case No. 2025CH000063</p> |
|---|------------------------------|

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT AGREEMENT AND CLASS CERTIFICATION AND
AWARDING ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

Before the Court is Plaintiffs' Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards.¹ The Court has considered the Motion and supporting declarations and the Settlement Agreement, along with the exhibits attached thereto. In addition, the Court has considered the arguments of counsel, the pleadings, and record in this case. The Court determines good cause exists to grant the Motion, and it is hereby granted.

I. Background

This Action arises from a January 2025 Data Incident in which a criminal third party gained unauthorized access to Defendant's network and potentially accessed Private Information pertaining to its employees, Plaintiffs, and the proposed Settlement Class. Defendant is a bakery and distributor of fresh and frozen bread products. It is headquartered in Chicago, Illinois, with

¹ All capitalized terms used herein have the same meanings as those defined in Section II of the Settlement Agreement ("SA"), attached to the Motion as *Exhibit A*.

production plants in Illinois, Indiana, Wisconsin, and Michigan. In the regular and ordinary course of its business, Defendant collects and maintains the Private Information of its employees for the purpose of providing compensation and benefits.

In June 2025, Defendant began sending notification letters to those individuals whose Personal Information may have been accessed in the Data Incident.

Commencing in June 2025, affected individuals began filing lawsuits against Defendant relating to the Data Incident. Plaintiffs voluntarily dismissed their individual actions and joined in a single action in the Northern District of Illinois.

Shortly thereafter, the Parties began discussing settlement and scheduled mediation with experienced mediator, Judge Wayne Anderson (ret.) of JAMS. In advance of mediation, Plaintiffs consulted with liability and damage experts, and Defendant voluntarily provided Plaintiffs with information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

On October 14, 2025, the Parties participated in a full-day mediation with Judge Andersen. After arms-length negotiations between experienced counsel, the Parties reached agreement on the material terms of this class-wide Settlement.

Following their agreement to material terms, the Parties decided that jurisdiction was appropriate in state court and venue in this Court. Consequently, Plaintiffs voluntarily dismissed their federal action and filed this Action. The Complaint alleges claims against Defendant for negligence/negligence per se, breach of implied contract, unjust enrichment, and breach of fiduciary duty on behalf of a nationwide putative class.

Plaintiffs and Defendant negotiated the terms of this Settlement over several months. The negotiations were arms-length and contested and ultimately resulted in an agreement on February ____, 2026, on the material terms of a classwide settlement.

The Court entered its Preliminary Approval Order on ____, 2026, preliminarily certifying the Action as a class action for Settlement purposes, finding the Settlement likely to be approved as fair, reasonable, and adequate. The Court further designated Jeff Ostrow of Kopelowitz Ostrow P.A and Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC. as Class Counsel, and Plaintiffs as Class Representatives. The Court also appointed Simpluris as the Settlement Administrator. Thereafter, the Notice Program and Claim Process commenced in accordance with the Agreement and the Preliminary Approval Order.

On _____, 2026, the Court held a Final Approval Hearing to (1) determine whether to finally certify the Settlement Class; (2) determine whether the terms of the Settlement Agreement and the proposed Settlement provided for therein are fair, reasonable, adequate, and in the best interests of the Settlement Class and should be finally approved; (3) affirm the appointment of Class Counsel, Class Representatives, and the Settlement Administrator; (4) consider the Application for Attorneys' Fees, Costs, and Service Awards; and (5) to hear and consider other matters as appropriate with regard to the Settlement.

II. Opinion and Order

Based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in the Settlement Agreement and all capitalized terms used in this order have the same meanings as those set forth in Section II of the Agreement.

Class Certification and Final Approval of the Settlement

2. The terms of the Agreement are fair, adequate, and reasonable.

3. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all those entitled to notice. The Notice and Notice Program fully satisfied the requirements of Illinois Code of Civil Procedure Section 2-803 and Due Process. The Claim Process is also fair, and the Claim Form is easily understandable.

4. Based on the information presented to the Court, the Claim Process is ongoing, and has proceeded consistent with the Agreement and the Preliminary Approval Order. All Settlement Class Members who submit Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

5. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate, and is the best practicable distribution plan in this case.

6. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

7. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

8. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

9. The appointment of Plaintiffs as Class Representatives is affirmed.

10. The appointment of Jeff Ostrow and Gary Klinger as Class Counsel is affirmed.

11. The Court reaffirms the appointment of Simpluris as the Settlement Administrator.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Section 2-801 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-801, for only the purposes of the Settlement, namely that the Settlement Class is so numerous that joinder of all members is impractical; there are common issues of law and fact; the claims of the proposed Class Representatives are typical of absent Settlement Class Members; the Class Representatives will fairly and adequately protect the interests of the Settlement Class, as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent Class Counsel to prosecute the Action; common issues predominate over any individual issues; and a class action is the superior means of adjudicating the controversy. Class Counsel is also adequate.

13. Therefore, the Court finally certifies the following Settlement Class:

all living individuals whose Private Information may have been impacted in the Data Incident and who were sent notice of the Settlement.

42. Excluded from the Settlement Class are all persons who are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the judge assigned to the

Action, that judge's immediate family, and Court staff.

14. Judgment shall be entered dismissing the Action with prejudice, on the merits.

15. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall automatically be deemed to have fully, finally, and forever released, acquitted, relinquished, and completely discharged each of the Released Parties from any and all Released Claims, including but not limited to any federal or state statutory or common law claims arising out of or relating to the allegations in the Action or the Data Incident that the Releasing Parties may have or had.

16. With respect to the Released Claims, Plaintiffs and Settlement Class Members, expressly understand and acknowledge it is possible that losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members explicitly took that into account in entering into the Agreement, and a portion of the consideration and the mutual covenants contained therein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs, the Settlement Class Members, and the Releasing Parties shall be deemed to have, and by operation of the Settlement shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

17. The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq.). The Releasing Parties will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, institute, direct, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, contested matter, arbitration, adversary proceeding, miscellaneous proceeding, or similar proceeding, in any capacity whatsoever, against any of the Released Parties that relates to any of the Released Claims. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

18. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

19. The Settlement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in this Final Approval Order) that are brought, initiated, or

maintained by, or on behalf of, any Settlement Class Member who has not opted-out or any other person subject to the provisions of this Final Approval Order.

20. This Final Approval Order, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability as a class for litigation of any claims that have been, or could have been, asserted in the Action.

21. The Court hereby retains and reserves jurisdiction over (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

Application for Attorneys' Fees, Costs, and Service Awards

22. Class Counsel is awarded \$____,000 for attorneys' fees (which includes costs). This payment shall be paid by or on behalf of Defendant in accordance with the Agreement. The Court concludes Class Counsel's requested fee award is within the range of reason.

23. The Class Representatives shall be awarded Service Awards in the amount of \$1,250.00 each. This amount is equal to service awards recently approved in a similar data breach class action cases and well within the range of reason. The Class Representatives actively participated in the Action's litigation, including meeting with Class Counsel from time to time to assist in the investigation and prosecution of the Action and evaluating the Settlement over the course of negotiations, which led to the Settlement and the substantial benefit it provides to the Settlement

Class. The Court therefore approves the Service Awards to the Class Representatives. This payment shall be paid by or on behalf of Defendant in accordance with the Agreement.

III. Conclusion

For the reasons stated herein, Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards is granted. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith.

SO ORDERED on _____, 2026.

HONORABLE ADAM GIGANTI
Circuit Judge

EXHIBIT A

Opt-Out List

(To Be Completed Before Final Approval Hearing)

- 1.
- 2.
- 3.

Certificate Of Completion

Envelope Id: E39F646D-5411-4B60-A8AC-93580C20F3E5
 Subject: Complete with Docusign: Alpha Baking - Settlement Agreement with exhibits.pdf
 Source Envelope:
 Document Pages: 77
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
 Envelope Originator:
 Christopher Dodrill
 2900 Monarch Lakes Boulevard
 Suite 202
 Miramar, FL 33027
 Christopher.Dodrill@gtlaw.com
 IP Address: 4.71.220.238

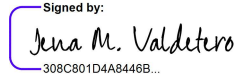
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Status: Original
 2/13/2026 2:18:20 PM
 Holder: Christopher Dodrill
 Christopher.Dodrill@gtlaw.com
 Location: DocuSign

Signer Events

Jena M. Valdetero
 Jena.Valdetero@gtlaw.com
 Shareholder
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 308C801D4A8446B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 4.71.220.238


Timestamp

Sent: 2/13/2026 2:23:07 PM
 Viewed: 2/13/2026 2:24:31 PM
 Signed: 2/13/2026 2:24:42 PM

Electronic Record and Signature Disclosure:

Accepted: 2/13/2026 2:24:31 PM
 ID: a868cc14-12fa-4aa2-843f-e8f767c64b2b
 Company Name: Greenberg Traurig, LLP

William Houston
 whouston@alphabaking.com
 SVP, Business Operations
 Alpha Baking Co Inc
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 A9BC0D30D8E44E7...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 162.245.113.99

Sent: 2/13/2026 2:23:08 PM
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 Signed: 2/18/2026 3:10:40 PM

Electronic Record and Signature Disclosure:

Accepted: 2/18/2026 3:10:29 PM
 ID: a64ed3ba-f099-4b63-93e3-7fb26b1a4ef2
 Company Name: Greenberg Traurig, LLP

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|------------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |

| Envelope Summary Events | Status | Timestamps |
|--------------------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 2/13/2026 2:23:08 PM |
| Certified Delivered | Security Checked | 2/18/2026 3:10:29 PM |
| Signing Complete | Security Checked | 2/18/2026 3:10:40 PM |
| Completed | Security Checked | 2/18/2026 3:10:40 PM |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Greenberg Traurig, LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Greenberg Traurig, LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: PrivacyOffice@gtlaw.com

To advise Greenberg Traurig, LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at PrivacyOffice@gtlaw.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to InformationGovernance@gtlaw.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to PrivacyOffice@gtlaw.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Greenberg Traurig, LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Greenberg Traurig, LLP during the course of your relationship with Greenberg Traurig, LLP.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$1.05M Alpha Baking Co. Settlement Wraps Up Class Action Lawsuit Over Early-2025 Data Breach](#)
