

EXHIBIT 2

Settlement Agreement

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

RICHARD TEAGUE, on behalf of
himself individually and on behalf of all
others similarly situated,

Plaintiff,

vs.

AGC AMERICA, INC.,

Defendant.

Civil Action No. 1:24-cv-00823-VMC

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiff Richard Teague (“Plaintiff”), individually, and on behalf of the Settlement Class, and Defendant AGC America, Inc. (“Defendant”), as of the date last signed below. The Parties hereby 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 manufacturer of glass products for commercial, residential, interior, and industrial applications, as well as products for the automotive and electronic display markets.

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

2. On December 14, 2023, Defendant detected suspicious activity on its computer network in the North America region (the “Incident”). Upon discovering this activity, Defendant took measures to contain the Incident, assess and mitigate the impact, and restore its systems.

3. Following investigation, Defendant learned that, between December 12, 2023 and December 17, 2023, an unauthorized actor(s) had accessed its network and acquired certain files contained on the network.

4. A review of the files determined that some of the files may have contained personally identifiable information, including names in combination with Social Security numbers, driver’s license numbers, or limited health insurance plan enrollment information for current and former health insurance plan participants.

5. On or around February 12, 2024, Defendant began notifying approximately 20,951 current and former employees that their data may have been accessed during the Incident.²

6. On February 23, 2024, Plaintiff filed the above-captioned putative class action against Defendant arising from the Incident, *Richard Teague v. AGC America*,

² Although Defendant sent notification of the Incident to approximately 20,951 individuals, the proposed class includes approximately 20,592 individuals. The proposed class includes less individuals than the number of notices that were mailed because there were approximately 359 of Defendant’s current and former employees who were temporarily in the United States but had returned to their nation of origin when notification letters were mailed. These individuals’ notification letters were first mailed to Defendant’s Georgia address then mailed to the individual’s nation of origin.

Inc., Case No. 1:24-cv-00823-VMC (N.D. Ga.). Plaintiff's initial complaint incorrectly identified Defendant, and Plaintiff filed his First Amended Complaint (the "Complaint") on March 8, 2024, asserting the following causes of action: (i) negligence; (ii) negligence *per se*; (iii) breach of implied contract; (iv) breach of implied covenant of good faith and fair dealing; (v) unjust enrichment; and (vi) recovery of expenses of litigation under O.C.G.A. § 13-6-11.

7. On May 3, 2024, Defendant filed a motion to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6) for failure to state a claim upon which relief can be granted. The Parties finished briefing Defendant's motion to dismiss on July 31, 2024.

8. On January 6, 2025, the Court ruled on Defendant's motion to dismiss and entered an Order that: (1) dismissed Plaintiff's claim for breach of implied covenant of good faith and fair dealing with prejudice; (2) dismissed Plaintiff's breach of implied contractual duty and unjust enrichment claims with leave to amend his breach of implied contract claim only; and (3) denied Defendant's motion as to Plaintiff's claims for negligence, negligence *per se*, and recovery of expenses under O.C.G.A. § 13-6-11.

9. On February 11, 2025, Defendant filed its Answer in response to the surviving causes of action, which included answering Plaintiff's claims for negligence, negligence *per se*, and recovery of litigation expenses under O.C.G.A. §

13-6-11.

10. After Defendant filed its Answer, the Parties began settlement discussions and Defendant responded to informal discovery requests that were subject to Federal Rule of Evidence 408 as part of the settlement discussions.

11. On November 19, 2025, the Parties participated in a mediation via Zoom before Mr. Steven Jaffe of Upchurch Watson White & Max. After a full day of arms-length negotiations, the Parties were unable to reach an agreement. With Mr. Jaffe's assistance, the Parties continued to negotiate over the course of several weeks before they agreed to the material terms of this Settlement, which resolves all claims on a classwide basis.

12. The Parties now agree to settle the Action entirely, without any admission by Defendant of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Incident as it relates to it, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made 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. Plaintiff enters into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Defendant, the Released Parties, and all Settlement Class Members.

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 approval by the Court, as follows.

II. Definitions

13. “**Action**” means the above-captioned action, *Richard Teague v. AGC America, Inc.*, Case No. 1:24-cv-00823-VMC (N.D. Ga.).

14. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement, including all exhibits, between Plaintiff and Defendant, which the Parties understand and agree set forth all material terms and conditions of

the Settlement of the Action between them and which is subject to approval by the Court.

15. “**Attorneys’ Fees and Expenses**” means the attorneys’ fees and reasonable costs and expenses incurred in litigating that Class Counsel will request the Court to approve for payment from the Settlement Fund as compensation for work in prosecuting and settling the Action.

16. “**CAFA Notice**” means Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement within 10 days of the filing of the Motion for Preliminary Approval. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval. Costs for preparation and issuance of the CAFA Notice will be paid from the Settlement Fund.

17. “**Claim**” means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

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

19. “**Claim Form Deadline**” shall be 90 days after the Notice Date and is the last day by which a Claim Form may be submitted to the Settlement

Administrator for a Settlement Class Member to be eligible for Settlement Class Benefits.

20. “**Claimant**” means a Settlement Class Member who submits a Claim Form.

21. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine the validity of all Claims.

22. “**Class Counsel**” means MaryBeth V. Gibson of Gibson Consumer Law Group, LLC and John J. Nelson of Milberg Coleman Bryson Philips Grossman, PLLC.

23. “**Class List**” means the list of Settlement Class Members provided by Defendant to the Settlement Administrator following Preliminary Approval for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant’s records. To the extent available, the Class List shall include the Settlement Class Members’ names and last-known addresses.

24. “**Class Representative**” means the Plaintiff the Court approves to serve as a representative on behalf of the Settlement Class.

25. “**Complaint**” means the First Amended Complaint filed on March 8, 2024. (Doc. 4.)

26. “**Court**” means the United States District Court for the Northern District of Georgia where the Action is pending, and the Judge(s) assigned to the Action.

27. “**Credit Monitoring and Insurance Services**” means the two years of one-bureau credit monitoring and insurance services that Settlement Class Members may elect as a Settlement Class Member Benefit under the Settlement in addition to claiming either Option A – Documented Losses or Option B – Alternative Cash Payment.

28. “**Defendant**” means AGC America, Inc, the defendant in the Action.

29. “**Defendant’s Counsel**” means Lisa A. Houssiere and Chelsea M. Lamb of Baker & Hostetler LLP.

30. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken; 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.

31. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions

described herein.

32. “**Final Approval**” means the 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 the Motion for Final Approval of the Settlement and the Motion for Attorneys’ Fees and Expenses, and Service Award. At the judge’s discretion, the hearing may be held via video conference or by telephone, and, if so, instructions will be posted on the Settlement Website.

34. “**Final Approval Order and Judgment**” means the final order the Court enters granting Final Approval of the Settlement. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of approved Attorneys’ Fees and Expenses, and Service Award.

35. “**Incident**” means the data incident discovered on or about December 14, 2023, in which a third party gained unauthorized access to certain of Defendant’s systems and may have accessed individuals’ information.

36. “**Judgment**” means the Final Approval Order and Judgment.

37. “**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 upon

request to the Settlement Administrator.

38. “**Motion for Final Approval**” means the unopposed motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel’s Application for Attorneys’ Fees and Expenses, and Service Award.

39. “**Motion for Preliminary Approval**” means the unopposed motion that Plaintiff shall file with the court seeking Preliminary Approval of the Settlement.

40. “**Net Settlement Fund**” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for the payment from the Settlement fund for (i) Settlement Administration Costs; (ii) Taxes and Tax-Related Expenses, as defined below; (iii), Service Award; and (iv) Attorneys’ Fees and Expenses.

41. “**Notice**” means the Postcard Notice and Long Form Notice made available on the Settlement Website, and information available via a toll-free telephone number that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

42. “**Notice Date**” means 30 days after the Court’s entry of the Preliminary Approval Order and means the first day by which Notice must be issued to the Settlement Class by the Settlement Administrator.

43. “**Notice Program**” means the methods provided for, in this Agreement,

for giving Notice to the Settlement Class and may consist of Postcard Notice and Long Form Notice, along with the Settlement Website and the toll-free Settlement telephone number.

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

45. “**Objection Deadline**” means 60 days after the Notice Date and is the last date by which Settlement Class Members may object to the Settlement.

46. “**Opt-Out Deadline**” means 60 days after the Notice Date and is the last date by which Settlement Class Members may opt-out of the Settlement.

47. “**Option A – Documented Losses**” means the reimbursement of up to \$2,500.00 that Settlement Class Members with documented losses may elect under the Settlement.

48. “**Option B – Alternative Cash Payment**” means compensation in the estimated amount of \$50.00 that Settlement Class Members may elect under the Settlement. This value may be increased or decreased pro rata based on the number of Valid Claims received.

49. “**Party**” means the Plaintiff and Defendant individually, and “**Parties**” means Plaintiff and Defendant collectively.

50. “

51. “**Payment**” means the compensation paid to Settlement Class Members

who elected to submit a timely Valid Claim for either Option A – Documented Losses or Option B – Alternate Cash.

52. “**Plaintiff**” means Richard Teague.

53. “**Private Information**” means the personally identifiable information identified in the Complaint, which consists of some combination of the following: names, addresses, dates of birth, Social Security numbers, driver’s license numbers, financial account information associated with direct deposits, passports, payment card numbers, company network login credentials, or limited health insurance plan enrollment information for current and former health insurance plan participants.

54. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator may disseminate to Settlement Class Members by mail.

55. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

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

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

58. “**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, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory, 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 Incident.

59. “**Released Parties**” means Defendant AGC America, Inc. and Defendant’s past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, servants, attorneys, accountants, insurers, reinsurers, benefit plans, partners, predecessors, successors, managers, administrators, executors, trustees, and any other person acting on Defendant’s behalf, in their capacity as such.

60. “**Releasing Parties**” means Plaintiff and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other

advisors, and any other representatives of any of these persons and entities.

61. “**Service Award**” means the monetary compensation the Court may approve for the Plaintiff for serving as Class Representative, which is in addition to Settlement Class Member Benefits due to Plaintiff as a Settlement Class Member.

62. “**Settlement Administrator**” means Simpluris, Inc., the third-party notice and claims administrator jointly selected by the Parties.

63. “**Settlement Administration Costs**” means all reasonable costs and fees incurred by the Settlement Administrator regarding Notice and Settlement administration.

64. “**Settlement Class**” means all living individuals residing in the United States who were sent a notice of the Incident indicating their Private Information may have been impacted in the Incident. Excluded from the Settlement Class are: (1) all persons who are directors of Defendant, or its respective subsidiaries and affiliated companies, and any entity in which Defendant has a controlling interest; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; (4) all individuals who timely opt-out of the Settlement; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Incident, or who pleads *nolo contendere* to any such charge.

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

Class who has not opted-out of the Settlement.

66. “**Settlement Class Member Benefits**” means the Payment and/or Credit Monitoring benefits described herein.

67. “**Settlement Fund**” means the non-reversionary all cash fund of \$597,000 that Defendant is obligated to fund or cause to be funded pursuant to Section III herein, this being the full and complete limit and extent of Defendant’s financial obligations with respect to the Settlement.

68. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for 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, 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.

69. “**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 respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Settlement Fund

70. Within 30 days of Preliminary Approval, and upon the receipt of sufficient payment information from the Settlement Administrator including wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, Defendant shall fund or cause to be funded an initial payment that is sufficient to provide Notice to Settlement Class Members and to partially establish the Settlement Fund to pay Settlement Administration Costs. Within thirty (30) days following Final Approval, Defendant shall fund or cause to be funded the remaining amount necessary to complete the total \$597,000 funding of the Settlement Fund. In the event there is no Final Approval, or the Effective Date does not occur, following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned to Defendant. The Settlement Administrator shall provide wiring instructions as soon as possible,

but no later than 5 days following the entry of the Preliminary Approval Order.

71. The Settlement Fund shall be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (2) all Settlement Administration Costs; and (3) any attorneys' fees, costs, and Service Award approved by the Court.

72. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. The Settlement Fund shall earn a reasonable rate of interest and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiff, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account ("Taxes and Tax-Related Expenses"). Defendant, Defendant's Counsel, Plaintiff, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiff, and Class Counsel harmless for all taxes (including, without limitation,

taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

73. In the Motion for Preliminary Approval, Plaintiff shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. 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. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Class Member Benefits

74. When submitting a Valid Claim, Settlement Class Members must choose either Option A – Documented Losses, or Option B – Alternative Cash Payment. All Settlement Class Members may also elect to receive Credit Monitoring and Insurance Services (“CMIS”) in accordance with the terms of this paragraph.

75. Distribution of Payments: All Payments will be subject to a *pro rata*: (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund, or (b) decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net

Settlement Fund. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund in the following order: 1) payment for CMIS claimed by Settlement Class Members who submit a valid and timely claim; 2) payment for Option A – Documented Losses; and 3) payment for Option B – Alternative Cash Payments. Any *pro rata* increases or decreases will be on an equal percentage basis. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

a. Option A – Documented Losses

Settlement Class Members may submit a claim for reimbursement under this section for up to \$2,500.00 per Settlement Class Member upon presentment of reasonable documented losses related to the Incident. To receive a documented loss payment, a Settlement Class Member must elect Option A on the Claim Form attesting under penalty of perjury to incurring documented losses fairly traceable to the Incident. Documented losses include, by way of example, unreimbursed losses relating to 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 Incident; and (iii) the loss was incurred after the date of the Incident. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a

third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, “self-prepared” documents, such as handwritten receipts, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member’s Claim will be converted to an Option B – Alternative Cash Payment claim.

b. Option B – Alternative Cash Payment

As an alternative to Option A above, a Settlement Class Member may elect to receive Option B, which is a one-time cash payment in the estimated amount of \$50.00. This value may be increased or decreased based on the total value of all

Valid Claims received.

c. **Credit Monitoring and Insurance Services**

In addition to Option A or Option B, Settlement Class Members may also make a Claim for two years of Credit Monitoring and Insurance Services. The CMIS benefit will provide one-bureau credit monitoring, financial transaction monitoring, monthly credit score and score tracker solutions, bank and financial account monitoring, high risk transaction monitoring, real-time authentication alerts, fictitious identity monitoring, home title monitoring, dark web monitoring, address change monitoring, security freeze assist, lost wallet protection, spend tracking, victim assistance, customer support, and up to \$1,000,000.000 in comprehensive identity theft insurance.

VI. Settlement Approval

76. Plaintiff's Motion for Preliminary Approval 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 and the form and content of the Notices; (4) approve the Claim Process and the form and content of the Claim Form; (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 Simpluris as the Settlement Administrator; (7) appoint

Plaintiff Richard Teague as Class Representative and MaryBeth V. Gibson and John J. Nelson as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

77. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. Class Counsel shall 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 United States Constitution.

78. 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, handling the Claims Process, administering the Settlement Fund, and ensuring the distribution of all Settlement Class Members Benefits.

79. The Settlement Administrator's duties include the following:

- a. Serving CAFA Notice upon the appropriate state and federal

officials to provide notice of the proposed Settlement as set forth in paragraph 16.

b. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, if necessary, and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

c. Establishing and maintaining the Settlement Fund and the Escrow Account;

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

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

f. 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 with or otherwise communicate such inquiries;

g. Responding to any Settlement Class Member inquiries;

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

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

j. In advance of the Final Approval Hearing, preparing 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 objections and Claim Forms received, including the value of all Claims for Option A, the number of Claims for Option B, and the number of Settlement Class Members who elected CMIS, and providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

k. Distributing, out of the Settlement Fund, Payments by electronic means or by paper check;

l. Ensuring the issuance of the CMIS activation codes to all Settlement Class Members who elect CMIS;

m. Paying Court-approved Attorneys' Fees and Expenses, and Service Award out of the Settlement Fund;

n. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

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

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

80. Defendant will provide the Settlement Administrator with the Class List no later than 15 days after entry of the Preliminary Approval Order. Before any mailing occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the USPS National Change of Address database to update any change of address on file with the USPS.

81. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using Postcard Notice and Long Form Notice approved by the Court.

82. All Settlement Class Members will be sent a Postcard Notice. The Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the Opt-out Deadline, which is the last day for Settlement Class Members to opt-out of the Settlement Class; (e) the Objection Deadline, which is the last day for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award; (f) the Final Approval Hearing date;

and (g) the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices 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.

83. When Postcard Notices are undeliverable, the Settlement Administrator shall perform reasonable postal address traces. 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 30 days before the Opt-Out and Objection Deadlines, the Settlement Administrator shall complete the re-mailing of the Postcard Notices to those Settlement Class Members whose new addresses were identified as of that time through address traces.

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

85. The Long Form Notice will 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. Members of the Settlement Class may opt-out of the Settlement Class 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: 1) be personally signed by the Settlement Class Member; 2) contain the requestor's full name, mailing address, telephone number, and email address (if any); 3) contain the case name and number: *Richard Teague v. AGC America, Inc.*, Case No. 1:24-cv-00823-VMC (N.D. Ga.); and 4) include a statement indicating a request to opt-out of the Settlement Class. Mass or class requests to opt-out filed by third parties on behalf of a mass or class of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed. 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.

86. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Motion for Attorneys' Fees, Expenses, and Service Award and the Postcard Notice shall direct Settlement Class

Members to review the Long Form Notice to obtain objection instructions. Objections must be sent to the Clerk of 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 objection must be submitted no later than the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. Objections submitted by mail must be postmarked on the envelope no later than the Objection Deadline. 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.

87. 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. the case name and number: *Richard Teague v. AGC America, Inc.*, Case No. 1:24-cv-00823-VMC (N.D. Ga.);
- c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice the objector received;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- e. 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;

f. the identity of all counsel (if any) 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 Motion for Attorneys' Fees and Expenses and Service Award, and whether they will appear at the Final Approval Hearing;

g. 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;

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

i. a statement confirming whether the objector intends to

personally appear and/or testify at the Final Approval Hearing; and

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

k. Class Counsel and/or Defendant's Counsel may respond to objections, if any, by means of a memorandum of law, filed and served prior to the Final Approval Hearing.

Class Counsel and/or Defendant's Counsel may seek permission from the Court to conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding written discovery.

IX. Claim Process and Disbursement of Payments and Credit Monitoring

88. The Notice 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.

89. 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. Claim Forms must be submitted online or postmarked by the Claim Form Deadline.

90. 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.

91. 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. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

92. 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.

93. 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 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 Settlement Class Member 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 physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member 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 Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless

Defendant and Class Counsel otherwise agree.

94. Where a good faith basis exists, the Settlement Administrator may reduce or 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 timely and 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 the requirements of this Settlement.

95. 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 based on findings of fraud or duplication;

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 for fraud or duplication, 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; and

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

96. 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.

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

98. No later than 30 days after the Effective Date or completion of the Settlement Administrator's validity review, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

99. Payments to Settlement Class Members will be made by electronic payment or by paper check. Following Final Approval, the Settlement Administrator will send Settlement Class Members an email to select electronic payment via Venmo or Zelle or to receive payment by paper check. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have 30 days to select their form of payment. Settlement Class Members who do not provide correct or complete information to receive an electronic payment shall receive a paper check in the mail. Paper checks must be negotiated within 90 days of issuance. In the event the Settlement Administrator is unable to distribute funds to the Settlement Class Members entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and such Settlement Class Members shall forfeit their entitlement right to the funds. Any member of the Settlement Class who does not cash their check within the aforementioned time period may petition the Settlement Administrator within 30 days of the expiration of their uncashed check to reissue their paper check and, good

cause providing, the Settlement Administrator will issue a new check. Members of the Settlement Class are entitled to only one petition on this basis, and any check reissued for such reasonable circumstances will expire within 30 days of reissuance (based on the date of the check). Settlement Class Members who do not timely cash their checks and who fail to petition for a reissuance of the uncashed check will be considered as having waived any right to a payment under the Settlement Agreement.

100. In the event there are funds remaining in the Settlement Fund 120 days following the date Settlement Class Members are sent an email to select their form of payment, said funds attributable to unclaimed and undeliverable funds shall be treated as residual funds as described in Section XII.

101. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Credit Monitoring and Insurance Services with information on how to enroll in the CMIS, including the activation code.

X. Final Approval Order and Final Judgment

102. Plaintiff shall file his Motion for Final Approval of the Settlement no later than 14 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Motion for Attorneys' Fees and Expenses and

Service Award. 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 Motion for Attorneys' Fees and Expenses and Service Award, provided the objectors submitted timely objections that meet all requirements listed in this Agreement.

103. 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 Motion for Attorneys' Fees and Expenses and Service Award. 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 the completed 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 Released Parties from the Released Claims, as specified in Section XIII below;
- f. Award Motion for Attorneys' Fees, Expenses and Service Award,

and

g. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Attorneys' Fees and Expenses and Service Award

104. *Attorneys' Fees and Expenses* - Class Counsel shall apply to the Court for an award of Attorneys' Fees and Expenses not to exceed one-third of the Settlement Fund. Any request for Attorneys' Fees and Expenses must be filed with the Court at least twenty-one (21) days before the Objection Deadline. Within fourteen (14) days after the Effective Date, the Attorneys' Fees and Expenses approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel. Class Counsel shall be responsible for allocating and distributing attorneys' fees among all Plaintiff's counsel.

105. *Service Award* – Class Counsel shall apply to the Court for a Service Award for the Class Representative not to exceed \$2,500.00. The Service Award approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund directly to the Class Representative fourteen (14) days after the Effective Date.

106. Attorneys' fees, costs, and Service Award were not negotiated by the Parties until all other material terms of the Settlement had been determined. This Settlement is not contingent on approval of the request for attorneys' fees, costs, and Service Award and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force.

XII. Disposition of Residual Funds

107. In the event there are funds remaining in the Settlement Fund 120 days following the date Settlement Class Members are sent an email to select their form of payment, any residual shall be distributed to the Georgia Legal Services program, to be approved by the Court.

XIII. Releases

108. 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 irrevocably released, acquitted, relinquished, and forever discharged the Released Parties from any and all Released Claims, and shall be forever barred from instituting, maintaining or prosecuting any and all liabilities, rights, claims, actions, causes of actions, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated, legal, statutory, or equitable, based on contract, tort, or

any other theory whether on behalf of themselves or others, that result from, arise out of, are based upon, or related to the Incident that the Releasing Parties may have or had.

109. Each Releasing Party expressly waives state law or common law claims arising out of or relating to the 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 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.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). 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.

110. Settlement Class Members who opt-out of the Settlement on or before the Opt-Out Deadline do not release their claims arising out of related to the Incident and will not obtain any of the Settlement Class Member Benefits under the Settlement.

111. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiff and Settlement Class Members; and (b) Plaintiff 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, whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

112. The power to enforce any term of this Settlement is not affected by the releases in this section.

XIV. Termination of Settlement

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

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;

- b. Court entry of the Preliminary Approval Order;
- c. Court entry of 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
- d. The occurrence of the Effective Date.

114. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

115. In the event that more than 100 Settlement Class Members exercise their right to exclude themselves from the Settlement Class, Defendant shall have the option to terminate this Agreement. Defendant shall notify Class Counsel and the Court of its intention to terminate this Agreement pursuant to this paragraph within 10 days after the last day on which Settlement Class Members may submit a request for exclusion, or the option to terminate shall be considered waived.

116. 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*.

117. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to the Defendant as described hereinabove. However, Defendant shall have no right to seek from Plaintiff, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or incurred.

XV. Effect of Termination

118. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, 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, the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

119. 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.

XVI. No Admission of Liability

120. 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 maintains that Plaintiff's claims do not have merit and has denied and continues to deny each of the claims and contentions alleged in any complaint, including the Complaint. Defendant denies all liability and all allegations of wrongdoing of any kind. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. 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.

121. 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 fully investigated

the facts and law relevant to the merits of the claims, conducted discovery, and conducted 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.

122. 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.

123. 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 the Plaintiff 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.

124. 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.

XVII. Miscellaneous Provisions

125. ***Confidentiality***. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to affect the Settlement.

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

127. ***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.

128. ***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.

129. ***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.

130. ***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 hereto, except as provided for herein.

131. ***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.

132. ***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 Georgia, without regard to the principles thereof regarding choice of law.

133. **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 and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed an original.

134. **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.

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

If to Plaintiff or Class Counsel:

MaryBeth V. Gibson
Gibson Consumer Law Group, LLC
4279 Roswell Road, Suite 208-108
Atlanta, Georgia 30342
Telephone: (678) 642-2504
marybeth@gibsonconsumerlawgroup.com

John J. Nelson
Milberg Coleman Bryson Phillips Grossman, PLLC
280 S. Beverly Drive
Beverly Hills, California 90212
Telephone: (858) 209-6941
jnelson@milberg.com

If to Defendant or Defendant's Counsel:

Lisa A. Houssiere
Baker & Hostetler LLP
811 Main Street, Suite 1100
Houston, Texas 77002
Telephone: (713) 751-1600
lhousiere@bakerlaw.com

Chelsea M. Lamb
Baker & Hostetler LLP
1170 Peachtree Street, Suite 2400
Atlanta, Georgia 30309-7676
Telephone: (404) 459-0050
clamb@bakerlaw.com

136. 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 because of the Notice Program.

137. ***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.

138. ***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.

139. ***Authority.*** 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 terms and provisions of this Agreement.

140. ***Agreement Mutually Prepared.*** Neither Plaintiff nor Defendant shall be considered 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.

141. ***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.

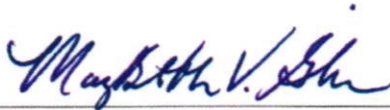
142. ***No Tax Advice.*** The Parties acknowledge that no tax advice has been offered or given by either Party to the other in connection with this Agreement, and each Party is relying upon the advice of its/their own tax consultant with regard to any tax consequences which may arise as a result of the execution of this Agreement.

143. ***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

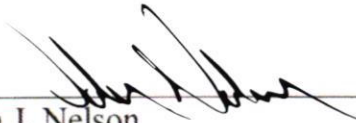
contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signatures on the following page

CLASS COUNSEL (On Behalf of Plaintiff and the Settlement Class)



MaryBeth V. Gibson
GIBSON CONSUMER LAW GROUP, LLC



John J. Nelson
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC**

AGC AMERICA, INC.

Signed by:



FC65761CCF744F1

By: Christopher Correnti
Its: President & CEO, & General Counsel

AGC AMERICA, INC.'S COUNSEL

Lisa Houssiere

Lisa A. Houssiere

BAKER & HOSTETLER LLP

EXHIBIT 1

Postcard Notice

P.O. Box _____

Santa Ana, CA 92799-9958

Richard Teague v. AGC America, Inc.

Case No. 1:24-cv-00823-VMC

**IF YOU WERE SENT NOTICE OF THE
DECEMBER 2023 AGC AMERICA, INC.
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.

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

First Class
Mail
US Postage
Paid
Permit # _____

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



Why am I receiving this notice?

A Settlement has been reached with AGC America, Inc. ("AGC") in a class action lawsuit ("Settlement"). The case is related to the December 2023 cyberattack in which a third party gained unauthorized access to certain of AGC's systems and may have accessed individuals' information (the "Incident"). AGC 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 class as: "All living individuals residing in the United States who were sent a notice of the Incident indicating their Private Information may have been impacted in the Incident."

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

What are the Settlement benefits?

You can claim two years of **Credit Monitoring and Insurance Services** from CyEx Financial Shield Complete and one of two **cash payment** options.

Option A: If you have documented losses you can submit a claim for up to **\$2,500**.

Option B: *Instead of any cash payments from Option A*, you can submit a claim for an Alternative Cash Payment of approximately **\$50**.

Full details and instructions are available online.

How do I receive a benefit?

File all of your claims online. 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?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue AGC for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself 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 of up to one-third of the Settlement Fund; reimbursement of litigation expenses; and \$2,500 for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

EXHIBIT 2

Long Form Notice

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Richard Teague v. AGC America, Inc.
Case No. 1:24-cv-00823-VMC
District Court for the Northern District of Georgia

**IF YOU RECEIVED NOTICE OF THE DECEMBER 2023 AGC AMERICA, INC.
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 AGC America, Inc. (“AGC” or “Defendant”) in a class action lawsuit. This case is related to the December 2023 targeted cyberattack in which a third party gained unauthorized access to certain of AGC’s systems and may have accessed individuals’ information (the “Incident”). These files may have contained personal information such as names; addresses; dates of birth; Social Security numbers; driver’s license numbers; financial account information associated with direct deposits; passports; payment card numbers; company network login credentials; or limited health insurance plan enrollment information for current and former health insurance plan participants.
- The lawsuit is called *Richard Teague v. AGC America, Inc.*, Case No. 1:24-cv-00823-VMC. It is pending in the District Court for the Northern District of Georgia (the “Litigation”).
- AGC denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the litigation.
- If you were sent notice of the Incident indicating that your private information may have been impacted by the Incident, then you are a Settlement Class Member.
- 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. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<u> </u> , 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This is the only option that 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.	<u> </u> , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	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 will remain a Settlement Class Member, and you may also file a claim for Settlement benefits.	<u> </u> , 2026
DO NOTHING	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 and 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 by this Settlement.	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.

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Basic Information

1. Why was this Notice issued?

The District Court for the Northern District of Georgia 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 *Richard Teague v. AGC America, Inc.*, Case No. 1:24-cv-00823-VMC. It is pending in the District Court for the Northern District of Georgia. The person that filed this lawsuit is called the “Plaintiff” (or “Class Representative”) and the company they sued, AGC America, Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the December 2023 targeted cyberattack in which a third party gained unauthorized access to certain of AGC’s computer systems and may have accessed individuals’ information. These files may have contained personal information such as names; addresses; dates of birth; Social Security numbers; driver’s license numbers; financial account information associated with direct deposits; passports; payment card numbers; company network login credentials; or limited health insurance plan enrollment information for current and former health insurance plan participants.

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 of the settlement. In this Settlement, the Class Representative is Richard Teague. Everyone included in this Action are the Settlement Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiff or the Defendant are right. Both sides have agreed to a Settlement after a lengthy mediation process overseen by a neutral mediator. Settlement avoids the costs and risks of a trial, and allows the Settlement Class Members to receive benefits from the Settlement. The Plaintiff 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 Class this way: “All living individuals residing in the United States who were sent a notice of the Incident indicating their Private Information may have been impacted in the Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) all persons who are directors of AGC, or its respective subsidiaries and affiliated companies, and any entity in which AGC has a controlling interest; (2) governmental entities; (3) the Judge in this case, and the Judge’s family and Court staff; (4) anyone who validly excludes themselves from the Settlement; and (5) anyone who perpetrated the Incident.

If you are not sure whether you are a 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: AGC 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?

AGC will make a non-reversionary payment of \$597,000.00 into an escrow account to establish the Settlement Fund. The Settlement Fund will first be used to pay Notice Costs; Administrative Costs; Service Award approved by the Court; Attorneys’ Fees and Expenses approved by the Court; and Settlement benefits for the Settlement Class as provide in the Settlement Agreement. A description of these commitments is available in the Settlement Agreement, which is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

CASH BENEFIT OPTIONS

Option A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Incident, you can submit a claim for up to **\$2,500.00**. The losses must have occurred between December 14, 2023, 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 bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a Valid Claim. Your proof or notes should show that your expenses were because of the Incident.

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

Option B – Alternative Cash Payment. *Instead of the benefits in Option A, you may make a claim for a one-time cash payment. This payment is estimated to be **\$50.00**, but may be larger or smaller depending on the total claims filed.*

You do not have to provide any proof or explanation to make a claim this Alternative Cash Payment.

CREDIT MONITORING AND INSURANCE SERVICES. 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.

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: AGC 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 Class?

If you make a claim under the Settlement, object to the settlement, or do nothing, you will be releasing all of your legal claims relating to the Incident against Defendant when the Settlement becomes final. By releasing your legal claims, you are giving up the right to file, or to continue to pursue, separate legal claims against or seek further compensation from Defendant for any harm related to the Incident or the claims alleged in the lawsuit— whether or not you are currently aware of those claims. The “Releases” section of the Settlement Agreement (Section XIII) describes the legal claims that you give up if you remain in the 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:

AGC 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](mailto: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.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys MaryBeth V. Gibson of Gibson Consumer Law Group, LLC and John J. Nelson of Milberg Coleman Bryson Philips Grossman, PLLC., to represent you and other 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 one-third of the Settlement Fund as reasonable attorneys’ fees, plus reimbursement of litigation expenses. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for a Service Award Payment of \$2,500.00 for the Class Representative. The Service Award Payment will also be paid from the Settlement Fund.

Excluding Yourself 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 a Request for Exclusion, and is sometimes also called “opting out.” If you opt out, you will not receive Settlement Class Member Benefits or payment. However, you will keep any rights you may have to sue AGC on your own about the legal issues in this case.

If you exclude yourself, 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 exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *Richard Teague v. AGC America, Inc.*, Case No. 1:24-cv-00823-VMC, pending in the District Court for the Northern District of Georgia;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” 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:

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

Your Request for Exclusion must be submitted, postmarked, or emailed 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 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 excluded yourself from the Settlement (**see Question 15**)

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

- (1) your full name, mailing address, telephone number, and email address;
- (2) the name of the Litigation: *Richard Teague v. AGC America, Inc.*, Case No. 1:24-cv-00823-VMC, pending in the District Court for the Northern District of Georgia;
- (3) documentation that proves that you are a Settlement Class Member (such as a notice you have received);

- (4) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (6) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;
- (7) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (8) whether or not you or your lawyer would like to speak at the Final Approval Hearing; and
- (9) your signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be valid, 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 to the Settlement Administrator, Class Counsel, and counsel for Defendants.

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

Class Counsel	Counsel for Defendants
MaryBeth V. Gibson Gibson Consumer Law Group, LLC 4279 Roswell Road, Suite 208-108 Atlanta, GA 30342	Lisa A. Houssiere Baker & Hostetler LLP 811 Main Street, Suite 1100 Houston, TX 77002
John J. Nelson Milberg Coleman Bryson Phillips Grossman, PLLC 280 S. Beverly Drive Beverly Hills, CA 90212	Chelsea M. Lamb Baker & Hostetler LLP 1170 Peachtree Street, Suite 2400 Atlanta, GA 30309

17. What is the difference between objecting and excluding?

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 exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and 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]** Eastern Time, in Room **[Court Room]** of the District Court for the Northern District of Georgia, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award a Service Award Payment to the Settlement Class Representative. The Court will also consider any 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: AGC 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

Claim Form

Your claim must be submitted online or postmarked by:

[Claims Deadline]

Richard Teague v. AGC America, Inc.
Case No. 1:24-cv-00823-VMC
District Court for the Northern District of Georgia

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 Class this way: "All living individuals residing in the United States who were sent a notice of the Incident indicating their Private Information may have been impacted in the Incident."

Excluded from the Settlement Class are: (1) all persons who are directors of Defendant, or its respective subsidiaries and affiliated companies, and any entity in which Defendant has a controlling interest; (2) governmental entities; (3) the Judge in this case, and the Judge's immediate family and Court staff; (4) anyone who validly excludes themselves from the Settlement; and (5) anyone who perpetrated the Data Incident.

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

AVAILABLE BENEFITS

You have been identified by AGC as a potential Settlement Class Member whose Private Information may have been impacted by the Incident. You may submit a claim for the Settlement Class Member Benefits, outlined below.

Please refer to the Long Form Notice posted on the Settlement Website, www.XXXXXX.com, for more information on submitting a Claim Form and to confirm whether you are a part of the Settlement Class.

To receive a benefit from this settlement via an electronic payment, you must submit the Claim Form electronically at www.XXXXXXX.com by 11:59 PM PT on <<Claims Submission Deadline>> or submit a Claim Form by mail post-marked by <<Claims Submission Deadline>>.

If submitting the Claim Form by mail, please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Simpluris, Inc.

ADDRESS

Note that to the extent that total valid claims are greater than the Net Settlement Fund, all valid claims (including Alternative Cash Payments) shall be reduced on a pro rata basis. **You may submit a claim for one or more of the following benefits:**

CASH BENEFIT OPTIONS

Questions? Call 1-[XXX-XXX-XXXX](tel: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]

Richard Teague v. AGC America, Inc.
Case No. 1:24-cv-00823-VMC
District Court for the Northern District of Georgia

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

INCIDENT SETTLEMENT CLAIM FORM

Option A – Documented Losses. If you incurred actual, documented out-of-pocket losses related to the Incident, you can submit a claim for up to **\$2,500.00**. The losses must have occurred between December 14, 2023, 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 bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a Valid Claim. Your proof or notes should show that your expenses were fairly traceable to the Incident.

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

Option B – Alternative Cash Payment. *Instead of the benefits in Option A*, you may claim a one-time cash payment. This payment is estimated to be **\$50.00**, but may be larger or smaller depending on the total claims filed.

You do not have to provide any proof or explanation to claim for this Alternative Cash Payment.

CREDIT MONITORING AND INSURANCE SERVICES. In addition to claiming Documented Losses or an Alternative Cash Payment, all 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.

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: AGC Incident Settlement
c/o Settlement Administrator
[PO Box Number]

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]

Richard Teague v. AGC America, Inc.
Case No. 1:24-cv-00823-VMC
District Court for the Northern District of Georgia

INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE 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.

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

You must submit your Claim Form online, by mail, or by email 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]**

Richard Teague v. AGC America, Inc.
 Case No. 1:24-cv-00823-VMC
 District Court for the Northern District of Georgia

Your claim must be submitted online or postmarked by: **[Claims Deadline]**

INCIDENT SETTLEMENT CLAIM FORM

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	Last Name	
Street Address		
City	State	Zip Code
Email Address	Phone Number	Notice ID (if known)

II. CREDIT MONITORING AND INSURANCE SERVICES

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

If you select this option, you will be sent instructions and an activation code to your provided email address or home address after the Settlement is Final. Enrollment in this service will not subject you to marketing for additional services or any required payments.

III. OPTION 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 \$2,500.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION IV.**

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

<i>Description of Documentation Provided</i>	<i>Amount</i>
<i>Example: Unauthorized bank transfer</i>	<i>\$500</i>

Your claim must be submitted online or postmarked by: [Claims Deadline]

Richard Teague v. AGC America, Inc. Case No. 1:24-cv-00823-VMC District Court for the Northern District of Georgia

Your claim must be submitted online or postmarked by: [Claims Deadline]

INCIDENT SETTLEMENT CLAIM FORM

TOTAL CLAIMED: []

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.

IV. OPTION B – ALTERNATIVE CASH PAYMENT

Check this box if you want to claim a one-time \$50.00 cash payment. DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS 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

[Proposed]

Preliminary Approval Order

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

RICHARD TEAGUE, on behalf of
himself individually and on behalf of all
others similarly situated,

Plaintiff,

vs.

AGC AMERICA, INC.,

Defendant.

Civil Action No. 1:24-cv-00823-VMC

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is *Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement (Doc. No. 45)* (the "Motion"), the terms of which are set forth in the Settlement Agreement between Plaintiff and Defendant AGC America, Inc. ("AGC") (collectively, referred to herein as the "Parties"), which is attached as **Exhibit 2** to the Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Settlement Agreement").¹

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

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

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

All living individuals residing in the United States who were sent a notice of the Incident indicating their Private Information may have been impacted in the Incident. Excluded from the Settlement Class are: (1) all persons who are directors of Defendant, or its respective subsidiaries and affiliated companies, and any entity in which Defendant has a controlling interest; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (4) all individuals who timely opt-out of the Settlement; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Incident, or who pleads *nolo contendere* to any such charge.

Pursuant to Federal Rule of Civil Procedure 23(e)(1), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds, for settlement purposes, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representative seeks similar relief as the claims of the Settlement Class Members; (d) the Class

Representative will fairly and adequately protect the interests of the Settlement Class as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representative and Settlement Class Counsel.** The Court finds that Plaintiff Richard Teague will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class Representative. Additionally, the Court finds that MaryBeth V. Gibson of Gibson Consumer Law Group, LLC and John J. Nelson of Milberg Coleman Bryson Philips Grossman, PLLC satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as Settlement Class Counsel pursuant to Rule 23(g)(1).

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and, accordingly, is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good

faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, that the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2025, at Courtroom 2105, United States District Court, 75 Ted Turner Driver SW Atlanta, Georgia 30303-3309, where the Court will determine, among other things, whether: (a) this Action should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees and Expenses

should be approved pursuant to Fed. R. Civ. P. 23(h); and (f) whether a Service Award should be awarded to the named Class Representative.

1. **Settlement Administrator.** The Court appoints Simpluris, Inc., as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

2. **Notice.** The proposed notice program set forth in the Settlement Agreement and Claim Form and the notices attached to the Settlement Agreement as **Exhibits 1, 2, and 3** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

3. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving notice to the Settlement Class as described in the notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the

Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Federal Rule of Civil Procedure 23(c); and (e) and meet the requirements of the Due Process Clause(s) of the United States and Georgia Constitutions. The Court further finds that the notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the notice program in conformance with the Settlement Agreement.

4. **Class Action Fairness Act Notice.** Within ten (10) days after the filing of this Settlement Agreement with the Court, the Settlement Administrator, acting on behalf of Defendant, shall have served or caused to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b).

5. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely and appropriately submit valid written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the notice. The written notice must (a) state a full name, address, telephone number, and email address (if any); (b) contain the case name and number: *Richard Teague v.*

AGC America, Inc., Case No. 1:24-cv-00823-VMC (N.D. Ga.); (c) contain the Settlement Class Member's signature; and (d) state the Settlement Class Member's intent to be excluded from the Settlement Class and Settlement. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Date, which is no later than sixty (60) days from the date on which the notice program commences, and as stated in the notice.

The Settlement Administrator shall promptly furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

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

Objections and Appearances. A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the notice. The Long Notice and the Settlement Website shall instruct Settlement Class Members who wish to object to the

Settlement Agreement to send their written objections to the Settlement Administrator at the address indicated in the Long Notice and to Parties' Counsel at the addresses indicated in the Long Notice, and to file their objection with this Court. The Long Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Date." Any such notices of an intent to object to the Settlement Agreement must be written and (i) the objector's full name, mailing address, telephone number, and email address (if any); (ii) the case name and docket number— *Richard Teague v. AGC America, Inc.*, Case No. 1:24-cv-00823-VMC (N.D. Ga.); (iii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice the objector received (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable and any supporting documents; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing and a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (vii) a list of any other objections submitted by the Settlement Class Member and their counsel (if he or she is represented by counsel) to any class actions submitted in any court, whether state, federal, or otherwise, in the previous five (5) years; and (viii) the objector's signature (an attorney's signature is not sufficient). An objecting

Settlement Class Member has the right, but is not required to, attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court, as well as serve notice on Class Counsel and Defendant's Counsel by the Objection Date.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

12. **Claims Process.** Settlement Class Counsel and AGC's counsel have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the notice.

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

6. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; (c) there is no Effective Date; or (d) otherwise consistent with the terms of the Settlement Agreement. In such event, (a) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled deadlines in the Action be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (b) the terms and provisions of the

Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (c) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

14. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

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

16. **Stay of Litigation.** All proceedings in the Litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending final approval of the Settlement Agreement.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
CAFA Notice to State and Federal officials	+10 days after filing Motion for Preliminary Approval
Defendant provides Settlement Class List to the Settlement Administrator	+15 days after Preliminary Approval
Defendant will cause to be deposited \$34, 126 into the Settlement Administration Fund	+30 days after Court's entry of Preliminary Approval Order
Settlement Website Active	+30 days after Preliminary Approval
Notice Date	+30 days after entry of this Preliminary Approval Order at which time notice will be fully commenced
Motion for Attorneys' Fees, Expenses and Service Award	At least 21 days prior to Objection Deadline
Opt-Out Deadline	60 days after Notice Date
Objection Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Final Approval Brief and Response to Objections Due	At least 14 days prior to Final Approval Hearing
Final Approval Hearing	No less than 90 days after CAFA Notices are mailed.
Effective Date	30 days after entry of Final Approval Order

Funding of \$562,874, the balance of Settlement by Defendant	+30 days after Final Approval Order
Settlement Class Representatives and Plaintiff’s Counsel must voluntarily dismiss with prejudice each action in the Litigation	21 Business Days after the Effective Date
Settlement Administrator Payment of Attorneys’ Fees and Expenses to Class Counsel	Within 14 days after Effective Date
Settlement Administrator disburses monetary benefit to Settlement Class Members	+ 30 days after Effective Date
Settlement Administrator provides CMIS instructions to Settlement Class Members	+30 days after Effective Date

SO ORDERED THIS _____ DAY OF _____, 2026.

 Hon. Victoria Marie Calvert
 United States District Court Judge

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