

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF
JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 26CV006404-590

REECE PAUKIN and JAMAL)
JOE, individually and on behalf of)
themselves and all others similarly)
situated,)
)
Plaintiffs,)
v.)
)
AUTOBELL CAR WASH, LLC,)
)
Defendant.)

**MEMORANDUM IN SUPPORT OF
UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

SETTLEMENT AND RELEASE

This agreement, dated March 14, 2026 is made and entered into by and among the following Settling Parties:¹ Plaintiffs Reece Pauken and Jamal Joe (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class, by and through Class Counsel, and Defendant Autobell Car Wash, LLC (“Autobell” or “Defendant”) (together with Plaintiffs, the “Parties” or “Settling Parties”). The Parties now further memorialize their settlement (the “Settlement”) in principle in the form of this settlement agreement (the “Settlement Agreement”). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions hereof.

I. CASE HISTORY

Plaintiffs allege that, between April 1, 2024 and April 7, 2024, cybercriminals gained access to Autobell’s computer systems, which included personally identifiable information of

¹ Capitalized terms have the meaning given in this Settlement Agreement.

Plaintiffs and the Settlement Class Members (the “Data Incident”). Specifically, Plaintiffs allege that names and Social Security numbers were potentially compromised in the Data Incident: (collectively, the “Private Information”). Notice of the Data Incident was sent to approximately 52,714 individuals.

On August 21, 2024, Plaintiff Pauken filed a class action lawsuit in the Western District of North Carolina against Autobell asserting claims arising from the Data Incident. Soon thereafter, Plaintiff Joe filed his class action lawsuit in the same court, alleging similar claims arising out of the Data Incident. The Western District of North Carolina consolidated Plaintiff Joe’s case with Plaintiff Pauken’s case and appointed Mariya Weekes of Milberg PLLC and Jessica A. Wilkes of Federman & Sherwood as interim co-lead counsel, and Plaintiffs filed a consolidated complaint on January 30, 2025. Defendant filed a motion to dismiss Plaintiffs’ Consolidated Class Action Complaint. The Parties fully briefed this motion to dismiss. On July 22, 2025, this Court issued an order denying Defendant’s motion to dismiss except as to Plaintiffs’ North Carolina Unfair and Deceptive Trade Practices Act claim. Afterwards, the Parties agreed to attend an all-day mediation before Bruce A. Friedman, Esq. It was only after a full-day mediation – with strong advocacy on both sides – that the Parties were able to agree to a settlement in principle.

During the mediation, the Parties determined that jurisdiction was appropriate in the State Court of North Carolina, specifically Mecklenburg County. The Parties have since voluntarily dismissed their case from the Western District of North Carolina and refiled their Class Action Complaint in Mecklenburg County, North Carolina on February 2, 2026.

Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Autobell and

the Released Persons relating to the Data Incident, by and on behalf of Plaintiffs and the Settlement Class.

II. CLAIMS OF PLAINTIFFS AND BENEFITS OF SETTLING

Plaintiffs believe the claims asserted in the Litigation, as set forth in their Complaint, have merit. Nonetheless, Plaintiffs recognize and acknowledge the expense and length of the continued proceedings necessary to prosecute the Litigation against Autobell through motions practice, trial, and potential appeals. Plaintiffs have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, particularly in complex class actions such as this. Class Counsel note they are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. Class Counsel have determined that the Settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Autobell denies each and all the claims and contentions alleged against it in the Litigation. Autobell also denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Autobell has concluded that further conduct of the Litigation would be protracted and expensive and has considered the uncertainty and risks inherent in any litigation. Autobell has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner, and upon the terms and conditions, set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, by and through Class Counsel, and

Autobell that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class, except those persons who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “Alternative Cash Payment” means a cash payment of forty-five dollars (\$45.00) available to a Settlement Class Member in lieu of any other monetary relief under the Settlement.

1.2 “Claim Form” means the claim form to be used by Settlement Class Members to submit a Settlement Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in **Exhibit 1** to this Settlement Agreement.

1.3 “Claims Deadline” means the date by which all Claim Forms must be submitted by a Settlement Class Member to the Settlement Administrator to be timely. This date shall be set as ninety (90) days after the Notice Commencement Date.

1.4 “Class Counsel” means Mariya Weekes of Milberg PLLC and Jessica A. Wilkes of Federman & Sherwood.

1.5 “Complaint” means the operative Consolidated Class Action Complaint, filed in the Litigation on February 2, 2026.

1.6 “Confidential Cybersecurity Declaration” means a confidential declaration submitted by Defendant to Class Counsel concerning its post-incident cybersecurity practices and

the estimated costs of remedial measures implemented and/or reasonably anticipated over the next three (3) years.

1.7 “Costs of Settlement Administration” means all actual costs associated with or arising from administration of the Settlement by the Settlement Administrator, including, without limitation: all expenses and costs associated with providing Notice, performing National Change of Address searches or skip tracing, processing Settlement Claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating, and distributing Settlement Benefits and Settlement Payments. Costs of Settlement Administration shall also include all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Settlement Agreement.

1.8 “Court” means the Superior Court of Mecklenburg County, North Carolina.

1.9 “Defendant’s Counsel” and “Autobell’s Counsel” means Timothy J. Lowe of McDonald Hopkins PLC.

1.10 “Effective Date” means the first date by which all events and conditions specified in Paragraph 9.1 herein have occurred and been met.

1.11 “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of litigation costs to be awarded by the Court to Class Counsel.

1.12 “Final Approval Hearing” means the hearing to be conducted before the Court to determine the fairness, adequacy, and reasonableness of the Settlement Agreement pursuant to N.C. R. Civ. P. 23(e) and whether to enter a Final Approval Order.

1.13 “Final Approval Order” means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, finally approves the Settlement Agreement, finally certifies the Settlement Class for settlement purposes, dismisses all claims in

the Action against Defendant with prejudice, releases the Released Persons from the Released Claims as set forth herein, bars and enjoins the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order, includes as an exhibit a list of individuals who timely and validly opted out of the Settlement, and satisfies the settlement-related provisions of N.C. R. Civ. P. 23 in all respects. The Final Approval Order will be in the form, or materially in the form, of the proposed Final Approval Order attached as **Exhibit 5**.

1.14 “Litigation” means the class action lawsuit filed in the Superior Court of Mecklenburg County, North Carolina, *Pauken v. Autobell Car Wash, LLC*, File No. 26CV006404-590.

1.15 “Long Notice” means the long form notice of Settlement posted on the Settlement Website, substantially in the form of **Exhibit 2** to this Settlement Agreement. The Long Notice shall be posted in English and Spanish. In the event of any inconsistency, the English version shall control.

1.16 “Notice” means the manner of providing notice of this Settlement Agreement to the Settlement Class, as discussed in Paragraph 3.5.

1.17 “Notice Commencement Date” means thirty-seven (37) days after entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for purposes of initiating Notice, calculating the Claims Deadline, Opt-Out Date, and the Objection Date, and calculating all other deadlines that flow from the Notice Commencement Date.

1.18 “Objection Date” means the date by which Settlement Class Members must mail any objection pursuant to Paragraph 5 for that objection to be valid. The postmark date shall

constitute evidence of the date of mailing for these purposes. The Objection Date shall be sixty (60) days after the Notice Commencement Date.

1.19 “Online Substitute Notice” means a targeted, reasonable digital notice program designed and implemented by the Settlement Administrator, subject to Defendant’s reasonable approval, that may include search, social media, and display advertising directing users to the Settlement Website, consistent with the Court-approved notice plan and applicable platform policies.

1.20 “Opt-Out Date” means the date by which Settlement Class Members must mail any Request for Exclusion, pursuant to Paragraph 4, for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Commencement Date.

1.21 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.22 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that Notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached as **Exhibit 3** to this Settlement Agreement.

1.23 “Related Entities” means Autobell’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without

limitation, any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions in the Litigation.

1.24 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality; violations of state consumer protection statutes; violations of state privacy-protections; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; or failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages; injunctive relief; disgorgement; declaratory relief; equitable relief; attorneys’ fees and expenses; pre-judgment interest; credit monitoring services; the creation of a fund for future damages; statutory damages; punitive damages; special damages; exemplary damages; restitution; and/or the appointment of a receiver; whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of (1) the Data Incident; (2) the alleged theft or improper access to any Settlement Class Member’s data; (3) any deficiencies in Autobell’s information security or duty by Autobell to securely maintain a Settlement Class Member’s data before or at the time of the events described in the Complaint; or (4) any other transactions, occurrences, facts, or circumstances that were alleged or otherwise described in, or could have been alleged or described in, the Complaint or Litigation. Released Claims shall not

include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.25 “Released Persons” means Autobel and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.26 “Reminder Notice” means a one-time, mailed, first-class postcard sent to Settlement Class Members for whom Defendant has current, valid mailing addresses, substantially consistent in substance and size with the Court-approved Short Notice, that directs recipients to the homepage of the Settlement Website.

1.27 “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from, or “opt-out” of, the Settlement Class in the form and manner provided for in Paragraph 4 of this Agreement.

1.28 “Service Award” or “Service Awards” means the amount of remuneration to be paid to Plaintiffs in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Paragraph 7.2.

1.29 “Settlement Administrator” means RG/2 Claims Administration LLC, a company experienced in administering class action settlements generally and specifically those of the type provided for and made in data breach litigation.

1.30 “Settlement Benefit” means any Settlement Payment, Credit Monitoring, and any other benefits Settlement Class Members receive pursuant to this Settlement, including non-monetary benefits and relief, the Fee Award and Costs, and Costs of Settlement Administration.

1.31 “Settlement Claim” means the process through which a Settlement Class Member can submit a Valid Claim to the Settlement Administrator identifying and, where applicable, providing documentation in support of the Settlement Benefits elected by the Settlement Class Member.

1.32 “Settlement Class” means all natural persons residing in the United States who were provided notice that their personal information was involved in the Data Incident. The Settlement Class specifically excludes: (i) Autobell and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly submit a Request for Exclusion in conformity with Paragraph 4 herein; (iii) the Judge assigned to evaluate the fairness of this Settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

1.33 “Settlement Class Member(s)” means all natural persons meeting the definition of the Settlement Class. The Parties estimate that the Settlement Class Members will number approximately 52,714.

1.34 “Settlement Payment” means any payment to be made under this Settlement Agreement to any Settlement Class Member who submits a Valid Claim pursuant to Paragraphs 2.1–2.3.

1.35 “Settlement Website” means a website, the URL for which shall be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines, and related information, as well as provide Settlement Class Members with the ability to submit a Settlement Claim online. The Settlement Website shall provide content in English and Spanish. In the event of any inconsistency between language versions, the English version shall control. Spanish translations shall be prepared by a

professional translation provider selected by the Settlement Administrator, subject to Defendant's reasonable approval.

1.36 "Short Notice" means the short form notice of the proposed class action settlement, substantially in the form shown in **Exhibit 4** to this Settlement Agreement. The Short Notice will include a QR code directing recipients to the homepage of the Settlement Website and inform members of the Settlement Class of, among other things, the Claims Deadline, the Opt-Out and Objection Dates, and the date of the Final Approval Hearing (if set prior to the Notice Commencement Date (as defined above)). The Short Notice shall be in English and shall include a Spanish-language note directing recipients to a Spanish version of the notice on the Settlement Website.

1.37 "Tax and Tax-Related Expenses" means any and all applicable taxes, duties, and similar charges imposed by any government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned through this Settlement Agreement. Autobell is not responsible for payment of any Tax and Tax-Related Expenses of any kind.

1.38 "United States" as used in this Settlement Agreement includes the District of Columbia and all territories.

1.39 "Valid Claims" means timely Settlement Claims submitted by Settlement Class Members that comply with all the terms of this Settlement Agreement.

2. Settlement Benefits

2.1 Documented Unreimbursed Losses: Settlement Class Members who suffered ordinary, unreimbursed losses that can be shown to have more likely than not been caused by the Data Incident ("Documented Unreimbursed Losses"), and who timely submit a Valid Claim

supported by sufficient documentation, will be eligible for a payment of up to five thousand dollars (\$5,000.00), but not more than the documented loss proven. Documented Unreimbursed Losses include documented out-of-pocket expenses such as: bank fees, long-distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, fees for credit reports, credit monitoring, or other identity theft insurance products, and any other documented unreimbursed losses resulting from the Data Incident.

2.2 Time Spent: Settlement Class Members may claim compensation for time spent dealing with the Data Incident (“Time Spent”), at a rate of \$25.00 per hour for up to four (4) hours (*i.e.*, not to exceed \$100.00 per Settlement Class Member), upon submission of a statement, attested by signature under penalty of perjury from the Settlement Class Member, as to how the time was spent, demonstrating that it was related to the Data Incident. Time Spent shall be subject to and included in calculating the cap on Documented Unreimbursed Losses.

2.3 Alternative Cash Payment: In lieu of submitting a claim for Documented Unreimbursed Losses and Time Spent, Settlement Class Members may file a claim for an alternative cash payment in the amount of \$45.00. Settlement Class Members do not need to submit any supporting documentation or attestations to receive this alternative cash payment. Settlement Class Members who file a Settlement Claim that elects this alternative cash payment will not be eligible to recover any Documented Unreimbursed Losses or Time Spent.

2.4 Credit Monitoring: All Settlement Class Members, regardless of if they submit a claim for any monetary benefit, may file a claim for two years of three credit bureau monitoring.

2.5 Business Practice Enhancements. Defendant will provide to Class Counsel a Confidential Cybersecurity Declaration relating to its cybersecurity practices following the Data

Incident and the costs of remedial measures that have been implemented and/or are anticipated on a going-forward basis for the next three (3) years.

2.6 Confirmatory Discovery. Autobell has provided reasonable access to confidential confirmatory discovery regarding the number of Settlement Class Members and states of residence, the facts and circumstances of the Data Incident and Autobell's response thereto, and the changes and improvements that have been made or are being made to further protect Settlement Class Members' Private Information.

2.7 Settlement Expenses. All costs for Notice to the Settlement Class and the Costs of Settlement Administration under Paragraph 3 shall be paid by Defendant.

2.8 Settlement Class Certification. The Settling Parties agree, for purposes of this Settlement only, to the certification of the Settlement Class. If the Settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all their rights are specifically preserved.

3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

3.1. Preliminary and final approval of the Settlement Agreement shall be sought in this Court.

3.2. As soon as practicable after the execution of the Settlement Agreement, Class Counsel and Autobell's Counsel shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the Settlement with the Court requesting entry of the Preliminary Approval Order set out in **Exhibit 3**.

3.3. The Short Notice and Long Notice have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval.

3.4. The Costs of Settlement Administration shall be paid by Autobell. Fee Award and Costs for Class Counsel and Service Awards to Plaintiffs, as approved by the Court, shall also be paid by Autobell.

3.5. Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

- a) *Class Member List*: No later than fourteen (14) days after entry of the Preliminary Approval Order, Autobell shall provide the Settlement Administrator with the name, and last known physical address of each Settlement Class Member (where available) (collectively, the "Class Member List") that Autobell possesses. The Class Member List shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. The Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member List. Because the Class Member List will be provided to the Settlement Administrator solely for purposes of providing Notice and Settlement Benefits, the Settlement Administrator will execute a confidentiality and non-

disclosure agreement with Defendant, and Defendant's Counsel and will ensure that any information provided to it by Settlement Class Members, Class Counsel, Defendant's Counsel, or Defendant will be secure and used solely for the purpose of effecting this Settlement Agreement. In particular, the Settlement Administrator will keep the Class Member List strictly confidential and will otherwise not disclose the Class Member List or the information contained therein to Class Counsel, Plaintiffs, or Settlement Class Members. Settlement Administrator will delete the Class List once it is no longer necessary to effectuate this Settlement Agreement and, at the latest, by fourteen (14) days after the Final Approval Order.

- b) *Settlement Website:* Prior to the dissemination of the Short Notice, the Settlement Administrator shall establish the Settlement Website which will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines, and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; (v) the Consolidated Class Action Complaint; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically. The Settlement Website shall be made available starting on the Notice Commencement Date and taken down within three (3) days of the last date that settlement checks go stale.
- c) *Short Notice:* The Settlement Administrator will provide the Short Notice to the Settlement Class as follows:

- Beginning on Notice Commencement Date, with all re-mailing to be substantially completed within 30 days of the Notice Commencement Date, to all Settlement Class Members via mail to the postal address provided to the Settlement Administrator by Autobell. Before any mailing under this Paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;
- In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Dates, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
- In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Dates, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement

Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Notice within seven (7) days of ascertaining such information. This shall be the final requirement for mailing.

- d) *Online Substitute Notice:* Defendant agrees to work with the Settlement Administrator regarding targeted, reasonable Online Substitute Notice. The Settlement Administrator shall design and implement any Online Substitute Notice, in consultation with and subject to Defendant's reasonable approval as to platforms, targeting, timing, creatives, and budget. The Settlement Administrator shall provide periodic reports to the Parties reflecting impressions, click-throughs, platforms, and spend. The reasonable, pre-approved costs of Online Substitute Notice are Costs of Settlement Administration. Defendant may suspend or modify Online Substitute Notice upon written notice to Class Counsel if platform requirements, performance data, or costs render the program unreasonable or inconsistent with the Court-approved notice plan, subject to meet-and-confer.
- e) The Settlement Administrator shall be responsible for publishing, on or before the Notice Commencement Date, the Short Notice, Claim Form, Long Notice, Preliminary Approval Order, Settlement Agreement, Consolidated Class Action Complaint, and any other materials agreed upon by the Parties or required by the Court on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the Settlement Website through the Claims Deadline;
- f) The Settlement Administrator shall be responsible for providing a toll-free help line made available to provide Settlement Class Members with additional information

about the Settlement from the period beginning on the Notice Commencement Date and ending three (3) days after the last date that settlement checks go stale. The Settlement Administrator also will provide copies of the Short Notice, Long Notice, and Claim Form, as well as this Settlement Agreement, upon request; and

- g) Contemporaneously with seeking Final Approval of the Settlement, Class Counsel and Autobell shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of Notice.
- h) *Reminder Notice.* Plaintiffs shall have the right, but not the obligation, to request one (1) round of mailed reminder notices to Settlement Class Members for whom Defendant has current, valid mailing addresses in Defendant's possession, custody, or control if, sixty (60) days prior to the scheduled Final Approval Hearing, the claims rate calculated by the Settlement Administrator using industry-standard methodology is less than one and one-half percent (1.5%) of the mailed notice population. Any reminder notice shall (i) be a first-class postcard mail no larger than, and substantively consistent with the Court-approved Short Notice, (ii) direct recipients to the homepage of the Settlement Website, (iii) be sent no earlier than thirty (30) days and no later than fifteen (15) days before the Claims Deadline, (iv) be mutually approved by the Parties, and (v) the costs thereof shall be treated as Costs of Settlement Administration.

3.6 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Settlement Administrator, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with the Court's Preliminary Approval Order.

3.7 Class Counsel and Autobell's Counsel shall request that after Notice is completed and the Claims Deadline has passed, the Court hold the Final Approval Hearing and grant final approval of the Settlement set forth herein.

4. Opt-Out or Request for Exclusion Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit a written Request for Exclusion to the designated Post Office box established by the Settlement Administrator. The Request for Exclusion must clearly manifest the Person's intent to opt-out of the Settlement Class. To be effective, the Request for Exclusion must be postmarked no later than sixty (60) days after the Notice Commencement Date.

4.2 All Persons who submit valid and timely Requests for Exclusion, as set forth in Paragraph 4.1, shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not submit a valid and timely Request for Exclusion in the manner set forth in Paragraph 4.1 shall be bound by the terms of this Settlement Agreement and Final Approval Order entered thereon.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number—*Pauken v. Autobell Car Wash, LLC*, File No. 26CV006404-590 (Sup. Ct. Mecklenburg Cnty, N.C.); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection that the objector believes applicable and any supporting documents; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement of whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and

(vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

5.2 To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than sixty (60) days from the Notice Commencement Date, to the Settlement Administrator at the designated Post Office box. The objector or his or her counsel may also file objections with the Court, with service on Class Counsel, Jessica A. Wilkes, Federman & Sherwood, 10205 N. Pennsylvania Ave., Oklahoma City, OK 73120, and Mariya Weekes, Milberg, 333 SE 2nd Ave., Suite 2000, Miami FL 33131, and Autobell's Counsel, Timothy J. Lowe, McDonald Hopkins PLC, 39533 Woodward Ave., Suite 318, Bloomfield Hills, MI 48304. The Settlement Administrator shall have the responsibility to provide all objections to the Court, Class Counsel, and Autobell's Counsel no later than seventy-five (75) days after the Notice Commencement Date.

5.3 Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraphs 5.1 and 5.2 shall waive and forfeit 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 Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraphs 5.1 and 5.2. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Approval Order to be entered upon final approval shall be pursuant to appeal under the North Carolina Rules of Appellate Procedure and not through a collateral attack.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims is asserted.

6.2 Upon the Effective Date, Plaintiffs shall also be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever, to the fullest extent permitted by law, generally released, relinquished, and discharged all claims, causes of actions, rights to indemnification, or rights to any other relief of any type, they may have against the Released Persons, whether a Released Claim or otherwise (the “Generally Released Claims”). Plaintiffs stipulate and agree that, in connection with their release of the Generally Released Claims, they intend to waive, and expressly shall have waived, the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code §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.

Plaintiffs may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to Generally Released Claims, but Plaintiffs expressly shall have, upon the Effective Date, fully, finally, and forever settled and released any and all of the Generally Released Claims. The Settling Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Plaintiffs

7.1 Plaintiffs and Class Counsel will move the Court for combined attorneys' fees, costs, and litigation expenses up to \$350,000.00. Autobell will pay the Fee Award and Costs, and Expenses, if any, as approved by the Court.

7.2 Autobell will pay a Service Award of two thousand five hundred dollars (\$2,500.00) to each of the Class Representatives (in the aggregate \$5,000.00).

7.3 The Parties did not discuss or agree upon payment of attorneys' fees, costs, expenses and Service Awards until after they agreed on all material terms of relief to the Settlement Class. Any attorneys' fees, costs, expenses and Service Awards awarded by the Court shall be paid within thirty (30) days after the Effective Date of Settlement.

7.4 Autobell shall pay any Service Awards as set forth above to an account established by Class Counsel. Such account shall be disclosed to Autobell within seven (7) days after the Court has granted Final Approval.

7.5 The amount(s) of any Fee Award and Costs and Service Awards are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Class Counsel will file a fee petition at least four (4) weeks before the Final Approval Hearing. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or Service

Award ordered by the Court to Class Counsel or Plaintiffs shall (1) affect whether the Final Approval Order is Final or (2) constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Settlement Administrator shall administer the Settlement described herein.

8.2 The Settlement Administrator will, in its sole discretion, determine the validity and timeliness of Settlement Claims. The Settlement Administrator may reject a Settlement Claim in part or in whole if it (1) determines that the Settlement Claim is invalid for failure to show or document the requisite criteria for a Settlement Benefit; (2) determines that the Settlement Claim was or was likely not submitted in a timely fashion; (3) cannot determine that the Settlement Claim was submitted by a Settlement Class Member; or (4) for any other reason consistent with this Settlement Agreement. The Settlement Administrator may, in its sole discretion, request that a Settlement Class Member provide supplemental information in support of a Settlement Claim, if the initial Settlement Claim is insufficient. To the extent that a Settlement Class Member fails to provide requested supplemental information within the requested time-period, the Settlement Administrator may determine that the Settlement Class Member failed to submit a Valid Claim and therefore reject that Settlement Claim.

8.3 Within ten (10) days after the Effective Date, Defendant shall provide the Settlement Administrator funds sufficient to pay the total Settlement Payments, Fee Award and Costs, and Service Awards as approved by the Court.

8.4 Within thirty (30) days of the Effective Date, the Settlement Administrator shall make best efforts to provide Settlement Class Members who submitted a valid and timely claim for Credit Monitoring benefits with enrollment instructions for the Credit Monitoring.

8.5 For each Settlement Class Member from which the Settlement Administrator receives a valid, completed, and timely Claim Form with correct payment elections and information, the Settlement Administrator shall disburse any monies due to that Settlement Class Member (each, a Settlement Payment) within twenty-one (21) days from the Effective Date. Settlement Class Members shall be given a choice, on the Claims Form, of payment method, including mailed check or payment by PayPal, Venmo, and/or Zelle (although the Parties can, by agreement and in consultation with the Settlement Administrator, make only one or more of these electronic payment methods available, modifying the Claim Form accordingly).

8.6 All Settlement Payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance (the “Check Void Date”). If a Settlement Class Member does not cash the check within ninety (90) days, the Settlement Class Member shall receive no further Settlement Payment, including payment from the null and void check.

8.7 The Settlement Administrator shall provide Class Counsel and Autobell’s Counsel with reports as to both claims and distribution. Class Counsel and Autobell’s Counsel shall have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

8.8 All Settlement Class Members who fail to timely submit a claim within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Final Approval Order.

8.9 No Person shall have any claim against the Settlement Administrator, Defendant, Defendant's Counsel, Class Counsel, and/or the Class Representative based on distributions of benefits to Settlement Class Members.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the Settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Preliminary Approval Order and Final Approval Order; and
- b) the time to appeal or seek permission to appeal from the Final Approval Order has expired or, if appealed, the appeal has been dismissed in its entirety, or the Final Approval Order has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Fee Award and Costs or Service Award made in this case shall not affect whether the Effective Date has occurred.

9.2 If all conditions specified in Paragraph 9.1 are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Paragraph 9.1 unless Class Counsel and Autobell's Counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to Autobell's Counsel a complete list of all timely and valid Requests for Exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement or the releases set forth in Paragraph 6 are not approved by the Court or the Settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and 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*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Autobell shall be obligated to pay amounts already billed or incurred for costs of Notice to the Settlement Class and Settlement Administration and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement compromises claims that

are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the Settlement Agreement was negotiated in good faith by the Settling Parties and reflects a Settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis and agree that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

10.3 Neither the Settlement Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement, (i) is or may be deemed to be, or may be used as, an admission, or evidence, of the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be, or may be used as, an admission, or evidence, of any fault or omission of any of the Released Persons in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Final Approval Order in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by Class Counsel and Autobell's Counsel and, if the Settlement Agreement has been approved preliminarily by the Court, approved by the Court.

10.5 This Agreement contains the entire understanding between Autobell and Plaintiffs regarding the Settlement of this Litigation and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Autobell and Plaintiffs in connection with the Settlement of this Litigation. Except as otherwise provided herein, each party shall bear its own costs. Notwithstanding the foregoing, Defendant shall bear the cost of mediation.

10.6 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.8 Whenever this Agreement requires or contemplates that one of the Parties shall or may give notice to another, notice shall be provided by email and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

If to Plaintiffs or Class Counsel:	If to Defendant or Defendant's Counsel:
Jessica A. Wilkes Federman & Sherwood 10205 N. Pennsylvania Ave Oklahoma City, OK 73120 Phone: (405) 235-1560 jaw@federmanlaw.com Mariya Weekes Milberg PLLC 333 SE 2nd Avenue Suite 2000 Miami, FL, 33131 Phone: (786) 879-8200	Timothy J. Lowe McDonald Hopkins PLC 39533 Woodward Avenue, Suite 318 Bloomfield Hills, MI 48304 Phone: (248) 220-1359 tlowe@mcdonaldhopkins.com

Email: mweekes@milberg.com	
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10.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Settlement Agreement.

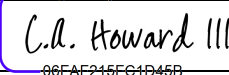
10.12 As used herein, “he or they” means “he, she, they, or it;” “his or theirs” means “his, hers, theirs, or its,” and “him or them” means “him, her, them, or it.”

10.13 All dollar amounts are in United States dollars (USD).

10.14 All agreements made and orders entered during the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have executed the Settlement Agreement.

<u>/s/ Mariya Weekes</u> Mariya Weekes (Apr 8, 2026 17:01:04 EDT) Mariya Weekes MILBERG PLLC 333 SE 2nd Ave., Suite 2000 Miami, FL 33131 Phone: (786) 879-8200 mweekes@milberg.com Jessica A. Wilkes FEDERMAN & SHERWOOD 10205 N. Pennsylvania Ave. Oklahoma City, OK 73120	DocuSigned by: <u>/s/ Timothy J. Lowe</u> 4/8/2026 70DAC1B8602E495... Timothy J. Lowe MCDONALD HOPKINS PLC 39533 Woodward Avenue, Suite 318 Bloomfield Hills, MI 48304 Phone: (248) 220-1359 tlowe@mcdonaldhopkins.com <i>Counsel for Defendant Autobell Car Wash, LLC</i>
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Telephone: (405) 235-1560 jaw@federmanlaw.com <i>Class Counsel</i>	
/s/  _____ Reece Pauken <i>Plaintiff</i>	Signed by:  _____ C.A. Howard III COO 4/8/2026 On behalf of Autobell Car Wash, LLC <i>Defendant</i>
/s/ _____ Jamal Joe <i>Plaintiff</i>	

Telephone: (405) 235-1560 jaw@federmanlaw.com <i>Class Counsel</i>	
/s/ _____ Reece Pauken <i>Plaintiff</i>	/s/ _____ On behalf of Autobell Car Wash, LLC <i>Defendant</i>
/s/ _____ Jamal Joe <i>Plaintiff</i> Signed by:  845A754165FC463...	

EXHIBIT 1

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

Pauken v. Autobell Car Wash, LLC

File No. 26CV006404-590

Superior Court of Mecklenburg County, North Carolina

DATA INCIDENT SETTLEMENT CLAIM FORM

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? All Settlement Class Members may file a claim. The court has defined the Settlement Class as: “all natural persons residing in the United States who were provided notice that their personal information was involved in the Data Incident.”

Excluded from the Settlement Class are: (i) Autobell and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly submit a Request for Exclusion in conformity with Paragraph 4 herein; (iii) the Judge assigned to evaluate the fairness of this Settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

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

AVAILABLE BENEFITS

You may claim Credit Monitoring Services, as defined below. Additionally, you may submit a claim for either Documented Unreimbursed Losses and Time Spent **or** an Alternative Cash Payment

CREDIT MONITORING SERVICES. All Settlement Class Members are eligible to receive 2 years of Credit Monitoring Services. This includes:

- (1) real time monitoring of the Settlement Class Member’s credit file at three bureaus;
- (2) dark web scanning with immediate notification of potential misuse;
- (3) comprehensive public record monitoring;
- (4) medical identity monitoring;
- (5) identity theft insurance with no deductible; and
- (6) access to fraud resolution agents to help investigate and resolves instances of theft

CASH PAYMENTS. All Settlement Class Members are eligible for a cash payment, subject to the terms below.

Documented Unreimbursed Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you may file a claim for reimbursement. The maximum amount of this reimbursement is \$5,000.00.

This benefit covers expenses like:

- (1) bank, credit card, and debit card fees;
- (2) overdraft, declined payment, and returned check fees;
- (3) cost to replace your driver’s license, Social Security number, or other types of identification;
- (4) long distance phone charges, cell phone charges (if charged by the minute), or data charges (if charged by the amount of data used);
- (5) fees for credit reports or credit monitoring; and
- (6) losses due to identity theft or fraud

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

Pauken v. Autobell Car Wash, LLC

File No. 26CV006404-590

Superior Court of Mecklenburg County, North Carolina

DATA INCIDENT SETTLEMENT CLAIM FORM

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

You must submit third-party documentation, such as receipts, to verify the costs you incurred. You may submit “self-prepared” documents to clarify or support other submitted documentation, but self-prepared documents by themselves are not sufficient to file a valid claim.

Time Spent. In addition to your claim for Documented Unreimbursed Losses, you may submit a claim for reimbursement for time you spent dealing with the Data Incident, up to four (4) hours at \$25.00 per hour.

To receive reimbursement for Time Spent, you must submit a sworn statement, attested by signature under penalty of perjury, stating how the time was spent, demonstrating that it was related to the Data Incident. Any reimbursement for Time Spent is included in calculating the \$5,000.00 maximum payment under Documented Unreimbursed Losses.

If you claim Documented Unreimbursed Losses and/or Time Spent, you may **not** also claim an Alternative Cash Payment.

Alternative Cash Payment. In lieu of submitting a claim for Documented Unreimbursed Losses and/or Time Spent, Settlement Class Members may choose to instead receive a one-time cash payment of \$45.00.

If you wish to make a claim for an Alternative Cash Payment, you may not make a claim for Documented Unreimbursed Losses and Time Spent.

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

- Email: info@.com
- Call toll free, 24/7: (833) XXX-XXXX
- By mail: Autobell Data Incident Settlement, c/o Settlement Administrator, P.O. Box XXXX.

**THE EASIEST WAY TO SUBMIT YOUR CLAIM IS ONLINE AT
WWW.SETTLEMENTWEBSITE.COM**

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

Autobell Data Incident Settlement
c/o Settlement Administrator
P.O. Box XXX
XXXX

An electronic image of the completed Claim Form can also be submitted by email to info@.com.

The deadline to submit a Claim Form online is **[Claims Deadline]**. If you are mailing your Claim Form, it must be mailed with a postmark date no later than **[Claims Deadline]**.

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

Pauken v. Autobell Car Wash, LLC

File No. 26CV006404-590

Superior Court of Mecklenburg County, North Carolina

DATA INCIDENT SETTLEMENT CLAIM FORM

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide 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.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Unique ID (if known)

II. CREDIT MONITORING SERVICES (AVAILABLE TO ALL SETTLEMENT CLASS MEMBERS)

☐ Check this box if you would like to receive 2 years of 3-bureau credit monitoring.

III. DOCUMENTED UNREIMBURSED LOSSES

☐ Check this box if you are claiming reimbursement for **documented** out-of-pocket losses that were incurred as a result of the Data Incident. You may only recover losses that have not been reimbursed by any other source. **You must submit supporting documentation.** You may submit “self-prepared” documents to add clarify or support other submitted documentation, but self-prepared documents by themselves are **not sufficient** to file a valid claim.

The maximum amount for this reimbursement is \$5,000.00 per Class Member.

Please complete the table on the next page, describing the supporting documentation you are submitting.

<i>Description of Documentation Provided</i>	<i>Amount</i>
--	---------------

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

Pauken v. Autobell Car Wash, LLC

File No. 26CV006404-590

Superior Court of Mecklenburg County, North Carolina

DATA INCIDENT SETTLEMENT CLAIM FORM

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

VI. ATTESTATION & SIGNATURE

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Pauken v. Autobell Car Wash, LLC

File No. 26CV006404-590

Superior Court of Mecklenburg County, North Carolina

IF AUTOBELL CAR WASH, LLC NOTIFIED YOU THAT YOUR PRIVATE INFORMATION WAS INVOLVED IN AN APRIL 2024 DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO A BENEFIT.

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 Autobell Car Wash, LLC, (“Autobell” or “Defendant”) in a class action lawsuit. This class action lawsuit concerned the targeted cyberattack on Autobell’s computer systems that occurred between April 1, 2024 and April 7, 2024 (the “Data Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as names and Social Security numbers.
- The lawsuit is captioned *Pauken v. Autobell Car Wash, LLC*, File No. 26CV006404-590 (Sup. Ct. Mecklenburg Cnty., N.C.) (the “Litigation”).
- Autobell 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.
- Autobell’s records indicate that you are a Settlement Class Member and entitled to benefits under the Settlement. You may have received a previous notice directly from Autobell.
- 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	The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form. 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.	[Claims Deadline]
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	[Opt-Out Date]
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 may also file a claim for Settlement Class Member Benefits.	[Objection Date]
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 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.

WHAT THIS NOTICE CONTAINS

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THE SETTLEMENT BENEFITS4

SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS5

THE LAWYERS REPRESENTING YOU6

EXCLUDING YOURSELF FROM THE SETTLEMENT6

COMMENTING ON OR OBJECTING TO THE SETTLEMENT7

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GETTING MORE INFORMATION9

Basic Information

1. Why was this notice issued?

The Superior Court of Mecklenburg County, North Carolina, authorized this notice. You have a right to know about the proposed Settlement of this 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 captioned *Pauken v. Autobell Car Wash, LLC*, File No. 26CV006404-590, pending in the Superior Court of Mecklenburg County, North Carolina. The people that filed this lawsuit are called the “Plaintiffs” or “Class Representatives” and the entity they sued is Autobell Car Wash, LLC, the “Defendant.”

2. What is this lawsuit about?

This Litigation alleges that between April 1, 2024 and April 7, 2024, Autobell experienced a targeted cyberattack on Autobell’s computer systems, certain files that contained private information may have been accessed. These files may have contained personal information such as names and Social Security numbers.

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 Class Representatives and all individuals with similar claims 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 Representatives are Reece Pauken and Jamal Joe, and all individuals who were notified of the Data Incident are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The Court has defined the Settlement Class as: “all natural persons residing in the United States who were provided notice that their personal information was involved in the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (i) Autobell and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly submit a Request for Exclusion in conformity with Paragraph 4 herein; (iii) the Judge assigned to evaluate the fairness of this Settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

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

- Email: info@.com
- Call toll free, 24/7: (833) XXX-XXXX
- By mail: Autobell Data Incident Settlement, c/o Settlement Administrator, P.O. Box XXX

You may also view the Settlement Agreement at www.SettlementWebsite.com.

The Settlement Benefits

7. What does the Settlement provide?

You may claim Credit Monitoring Services, as defined below. Additionally, you may submit a claim for either Documented Unreimbursed Losses and Time Spent **or** an Alternative Cash Payment

CREDIT MONITORING SERVICES. All Settlement Class Members are eligible to receive 2 years of Credit Monitoring Services. This includes:

- (1) real time monitoring of the Settlement Class Member’s credit file at three bureaus;
- (2) dark web scanning with immediate notification of potential misuse;
- (3) comprehensive public record monitoring;
- (4) medical identity monitoring;
- (5) identity theft insurance with no deductible; and
- (6) access to fraud resolution agents to help investigate and resolves instances of theft

CASH PAYMENTS. All Settlement Class Members are eligible for a cash payment, subject to the terms below.

Documented Unreimbursed Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you may file a claim for reimbursement. The maximum amount of this reimbursement is \$5,000.00.

This benefit covers expenses like:

- (1) bank, credit card, and debit card fees;
- (2) overdraft, declined payment, and returned check fees;
- (3) cost to replace your driver's license, Social Security number, or other types of identification;
- (4) long distance phone charges, cell phone charges (if charged by the minute), or data charges (if charged by the amount of data used);
- (5) fees for credit reports or credit monitoring; and
- (6) losses due to identity theft or fraud

You must submit third-party documentation, such as receipts, to verify the costs you incurred. You may submit "self-prepared" documents to clarify or support other submitted documentation, but self-prepared documents by themselves are not sufficient to file a valid claim.

Time Spent. In addition to your claim for Documented Unreimbursed Losses, you may submit a claim for reimbursement for time you spent dealing with the Data Incident, up to four (4) hours at \$25.00 per hour.

To receive reimbursement for Time Spent, you must submit a sworn statement, attested by signature under penalty of perjury, stating how the time was spent, demonstrating that it was related to the Data Incident. Any reimbursement for Time Spent is included in calculating the \$5,000.00 maximum payment under Documented Unreimbursed Losses.

If you claim Documented Unreimbursed Losses and/or Time Spent, you may **not** also claim an Alternative Cash Payment.

Alternative Cash Payment. In lieu of submitting a claim for Documented Unreimbursed Losses and/or Time Spent, Settlement Class Members may choose to instead receive a one-time cash payment of \$45.00.

If you wish to make a claim for an Alternative Cash Payment, you may not make a claim for Documented Unreimbursed Losses and Time Spent.

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

- Email: info@.com
- Call toll free, 24/7: (833) XXX-XXXX
- By mail: Autobell Data Incident Settlement, c/o Settlement Administrator, P.O. Box XXXX.

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

Unless you opt-out of the Settlement, you won't be able to sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The "Release" section of the Settlement Agreement (Section 6) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at www.SettlementWebsite.com.

Submitting a Claim Form for a Settlement Class Member Benefit

9. How do I submit a claim for a Settlement Class Member Benefit?

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 website and mail it to the Settlement Administrator at:

Autobell Data Incident Settlement, c/o Settlement Administrator, P.O. Box XX

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (833) XXX-XXXX, by email info@.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 Class Member Benefits be issued?

The Court will hold a Final Approval Hearing [\[redacted\]](#) (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 Class Member Benefits 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 appointed attorneys Mariya Weekes of Milberg PLLC and Jessica A. Wilkes of Federman & Sherwood to represent you and Settlement Class Members (“Class Counsel”).

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve attorneys’ fees and costs of up \$350,000.00.

Class Counsel will also ask for Service Awards of \$2,500.00 for each of the Class Representatives.

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 or “opting-out.”

If you exclude yourself or opt-out, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement Class Member Benefits if you exclude yourself, but you will keep any rights you may have to sue Autobell on your own about the legal issues in this case.

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

To be valid, your opt-out request must have the following information:

- (1) the name of the Litigation: *Pauken v. Autobell Car Wash, LLC*, File No. 26CV006404-590, pending in the Superior Court of Mecklenburg County, North Carolina;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) your personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you want to be excluded from the Settlement.

You may only exclude yourself—not any other person.

Mail your opt-out request to the Settlement Administrator at:

Autobell Data Incident Settlement, c/o Settlement Administrator, P.O. Box XXXX

Your opt-out request must be submitted, postmarked, or emailed by [Opt-Out Date].

Commenting on or Objecting to the Settlement

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

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

You cannot object if you have excluded yourself from the Settlement (**see Question 15**).

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

- (1) the name of the Litigation: *Pauken v. Autobell Car Wash, LLC*, File No. 26CV006404-590, pending in the Superior Court of Mecklenburg County, North Carolina;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) a clear description of all the reasons you object, including any legal support you may have for your objection;
- (4) the number of times you have objected to a class action settlement in the last 5 years, the caption of each case, and copies of any orders or rulings related to your objections that were issued by the court;
- (5) if you have hired your own lawyer to represent you at the Final Approval Hearing, provide their name and contact information, and indicate if they will appear at the Final Approval Hearing;

- (6) the number of times your lawyer has objected to a class action settlement in the last 5 years, the caption of each case, and copies of any orders or rulings related to their objections that were issued by the court;
- (7) a full list of all witnesses you plan to call and documents you plan to submit at the Final Approval Hearing;
- (8) a statement confirming whether you intend to personally appear or testify at the Final Approval Hearing; and
- (9) your signature (if you have hired your own lawyer, your lawyer's 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 copies of the objection to Class Counsel and counsel for Defendants.

Clerk of the Court	Class Counsel	Counsel for Defendants
Mecklenburg County Courthouse PO Box 37971 Charlotte, NC 28237	Mariya Weekes MILBERG PLLC 333 SE 2nd Ave, Ste. 2000 Miami, FL 33131	Timothy J. Lowe McDonald Hopkins PLC 39533 Woodward Avenue, Suite 318 Bloomfield Hills, MI 48304

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

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself or opt-out 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 Hearing on **[Date]** at the Superior Court for Mecklenburg County, North Carolina, 832 East Fourth Street, Charlotte, NC 28202.

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 Service Awards to the Class Representatives who brought this Litigation on behalf of the Class. 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@.com
- Call toll free, 24/7: (833) XXX-XXXX
- By mail: Autobell Data Incident Settlement, c/o Settlement Administrator, P.O. Box XXXX.

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, Superior Court for Mecklenburg County, North Carolina, 832 East Fourth Street, Charlotte, NC 28202.

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

EXHIBIT 3

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF
JUSTICE
SUPERIOR COURT DIVISION
26CV006406-590

REECE PAUKEN and JAMAL
JOE, individually and on behalf of)
themselves and all others similarly)
situated,)

Plaintiffs,)
v.)

AUTOBELL CAR WASH, LLC,)
Defendant.)

**(PROPOSED) ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

WHEREAS, the above-captioned class action is pending in this Court (the “Litigation”);

WHEREAS, Plaintiffs Reece Pauken and Jamal Joe, individually and on behalf of all others similarly situated (“Plaintiffs”) and Defendant Autobell Car Wash, LLC, (“Autobell” or “Defendant”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendant in the above-captioned action on the terms and conditions set forth in the Settlement Agreement, subject to the approval of the Court;

WHEREAS, Plaintiffs have made an application, pursuant to Rule 23 of the North Carolina Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only, appointing Plaintiffs as Class Representatives, appointing Mariya Weekes of Milberg, PLLC and Jessica A. Wilkes of Federman & Sherwood as counsel for the Settlement Class, appointing RG/2 Claims Administration LLC as Settlement Administrator, and allowing notice to Settlement Class Members as more fully described herein;

WHEREAS, the Court has read and considered: (a) Plaintiffs' motion for preliminary approval of the Settlement, and the papers filed and arguments made in connection therewith; and (b) the Settlement Agreement and exhibits attached thereto; and

WHEREAS, unless otherwise defined herein, the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Class Certification for Settlement Purposes Only**. For settlement purposes only and pursuant to North Carolina Civ. R. 23(c), the Court certifies, solely for purposes of effectuating the proposed Settlement, a Settlement Class in this matter defined as follows:

All natural persons residing in the United States who were provided notice that their personal information was involved in the Data Incident.

The Settlement Class includes approximately 52,714 people. The Settlement Class specifically excludes: (i) Autobell and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly submit a Request for Exclusion in conformity with Paragraph 4 of the Settlement Agreement; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

2. **Class Findings**: The Court provisionally finds, for settlement purposes only, that: (1) a class exists such that shared issues of law or fact predominate over individual issues; (2) the named representatives are adequate representatives (i.e. they will fairly and adequately represent the class, there is no conflict of interest between the named representative and the class, and the named parties have a genuine personal interest in the outcome of the case); (3) class members are

so numerous to make joinder impractical; (4) adequate notice can be given to the class; and (5) a class action is superior to individual actions.

3. **Class Representatives and Settlement Class Counsel:** Reece Pauken and Jamal Joe are hereby provisionally designated and appointed as Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be an adequate Class Representative. The Court further finds that Mariya Weekes Milberg, PLLC and Jessica A. Wilkes Federman & Sherwood are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel.

4. **Preliminary Settlement Approval.** The Court hereby preliminarily approves the Settlement, as embodied in the Settlement Agreement, as being fair, reasonable and adequate to the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below. The Court finds that the proposed settlement is within the range of reasonableness and that it is worthwhile to provide notice to the class.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held at ____: __.m. on _____, 2026, in the Mecklenburg County Superior Court, at the Courthouse located at _____, _____, _____, _____ [by videoconference] for the following purposes:

- a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Class and should be approved by the Court;
- b. To determine whether to enter a Final Approval Order, as defined in the Settlement Agreement;
- c. To determine whether the notice plan conducted was appropriate;

- d. To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;
- e. To determine whether the requested Class Representative Service Awards in the amount of \$2,500 each, and Class Counsel's combined Fee Award and Expenses in the amount of \$350,000 should be approved by the Court;
- f. To determine whether the settlement benefits are fair, reasonable, and adequate; and,
- g. To rule upon such other matters as the Court may deem appropriate.

6. **Retention of Claims Administrator and Manner of Giving Notice.** Class Counsel is hereby authorized to retain RG/2 Claims Administration LLC (the "Settlement Administrator") to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Claim Forms as set forth more fully below.

7. **Approval of Form and Content of Notice.** The Court (a) approves, as to form and content, the Long Notice, Short Notice, and Claim Form attached to the Settlement Agreement as Exhibits A, B and C, and (b) finds that the Notice provided to Settlement Class Members as set forth in the Settlement Agreement (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Litigation, of the effect of the proposed Settlement (including the releases to be provided thereunder), of Class Counsel's request for Fee Award and Expenses, of Class Representatives' request for Service Awards, of their right to object to the Settlement, of their right to exclude themselves from the Settlement Class, and of their right to appear at the Final Approval Hearing; (iii) constitutes due, adequate and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the North Carolina Rules of Civil Procedure, the United States Constitution (including

the Due Process Clause), and all other applicable law and rules. The date and time of the Final Approval Hearing shall be included in the Notice before it is distributed so long as that date is known at the time of Notice.

8. **Participation in the Settlement.** Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form and must do so within ninety (90) days after the Notice Commencement Date. If a Final Approval Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Approval Order and Judgment.

9. **Claims Process and Distribution and Allocation Plan.** The Settlement Agreement contemplates a process for the Settlement Administrator to assess and determine the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the claims process described in the Settlement Agreement and directs the Settlement Administrator to effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

10. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than 60 Days after the Notice Commencement Date (the “Opt-Out/Exclusion

Deadline”). The written notification must be individually signed by the Class Member wishing to opt out of the Settlement and clearly manifest the Person’s intent to opt-out of the Settlement Class.

Any Settlement Class Member who does not timely and validly exclude himself or herself from the Settlement shall be bound by the terms of the Settlement Agreement. If a Final Approval Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Approval Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

11. **Objections and Appearances.** No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is mailed first-class postage prepaid to the Settlement Administrator at the address listed in the Notice, postmarked by no later than the Objection/Exclusion Deadline, and filed with the Court and served on Class Counsel and Autobell’s Counsel as specified in the Notice. For an objection to be considered by the Court, the objection must also include all of the information set forth in Paragraph 5.1 of the Settlement Agreement, which is as follows: (i) the objector’s full name and address; (ii) the case name and docket number; (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection that the objector believes applicable and any supporting documents; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v)

a statement of whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and (vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

12. Any Settlement Class Member who fails to comply with the provisions in Paragraph 11 may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if a Final Approval Order and Judgment is entered. If a Final Approval Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this Litigation or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the motion for Service Award, or the motion for Fee Award and Expenses.

13. **Termination of Settlement.** This 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 as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

14. **Use of Order.** This Order shall be of no force or effect if a Final Approval 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, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representative or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

15. **Stay of Proceedings and Temporary Injunction.** Until otherwise ordered by the Court, the Court stays all proceedings in the Litigation other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs, and all other members of the Settlement Class, from commencing or prosecuting any and all of the Released Claims against the Released Entities.

16. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

17. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

<u>Grant of Preliminary Approval</u>	
Autobell provides list of Settlement Class Members to the Settlement Administrator	+14 days after Preliminary Approval
Notice Commencement Deadline	+37 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	-14 days prior to the Objection Deadline and Opt-Out Deadline
Objection Deadline	+60 days after Notice Commencement Date
Exclusion Deadline	+60 days after Notice Commencement Date
Claims Deadline	+90 days after Notice Commencement Date
<u>Final Approval Hearing</u>	+100 days after Preliminary Approval Order

Motion for Final Approval	-14 Days before Final Approval Hearing
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IT IS SO ORDERED this ____ day of _____, 2026.

Hon.

EXHIBIT 4

Autobel Data Incident Settlement
c/o Settlement Administrator
P.O. Box XXX
XXX, XXX

Pauken v. Autobell Car Wash, LLC

File No. 26CV006404-590

Superior Court of Mecklenburg County, North
Carolina

**IF AUTOBELL CAR WASH, LLC NOTIFIED YOU
THAT YOUR PRIVATE INFORMATION WAS
INVOLVED IN AN APRIL 2024 DATA INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS AND ENTITLE YOU
TO A BENEFIT.**

For more information about the proposed class
action settlement, including how to submit a claim,
exclude yourself, or submit an objection, please
visit www.SettlementWebsite.com or call toll-free
(833) XXX-XXXX.

A court has authorized this notice.

This is not a solicitation from a lawyer.

You are not being sued.

First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice? A Settlement has been reached with Autobell Car Wash, LLC, ("Autobell" or "Defendant") in a class action lawsuit. This class action lawsuit concerned the targeted cyberattack on Autobell's computer systems that occurred between April 1, 2024 and April 7, 2024 (the "Data Incident"). Certain files that contained private information were compromised.

Autobell denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the Litigation (the "Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement Agreement is available at www.SettlementWebsite.com.

Who is included in the Settlement? The Court has defined the class as: "all natural persons residing in the United States who were provided notice that their personal information was involved in the Data Incident."

What are the Settlement benefits? You may claim two years of Credit Monitoring Services and reimbursement for Documented Unreimbursed Losses and Time Spent or an Alternative Cash Payment. If you incurred actual, documented monetary losses, you may submit a claim for reimbursement of up to \$5,000.00. If you spent time responding to the Data Breach, you may submit a claim for reimbursement of time spent, up to 4 hours at \$25.00. Alternatively, Settlement Class Members may claim a one-time alternative cash payment of \$45.00. Requirements and instructions may be found at www.SettlementWebsite.com.

How do I receive a benefit? You must submit a Claim Form. The easiest way to submit a claim is online at www.SettlementWebsite.com. You may also download a Claim Form or call (833) XXX-XXXX to have one mailed to you. **Claims must be submitted online or postmarked by [Claims Deadline].**



Who represents me? The Court has appointed attorneys Mariya Weekes of Milberg PLLC and Jessica A. Wilkes of Federman & Sherwood to represent you and the Settlement Class ("Class Counsel").

What if I don't want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you may exclude yourself by [Opt-Out Deadline] or you will not be able to sue Autobell 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 on the Settlement Website at www.SettlementWebsite.com, explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on [] at the 832 East Fort St., Charlotte, NC 28202, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$350,000 and \$2,500.00 for each of the two Class Representatives. You may attend the hearing at your own cost, but you do not have to.

EXHIBIT 5

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF
JUSTICE
SUPERIOR COURT DIVISION
26CV006406-590

REECE PAUKEN and JAMAL
JOE, individually and on behalf of)
themselves and all others similarly)
situated,)

Plaintiffs,)

v.)

AUTOBELL CAR WASH, LLC,)

Defendant.)

**(PROPOSED) ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
MOTION FOR ATTORNEYS' FEES,
EXPENSES, AND SERVICE
AWARDS**

WHEREAS, on _____, the Court entered an Order granting Preliminary Approval of a proposed class action settlement¹ between Plaintiffs and Defendant, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Litigation should proceed as a class action pursuant to Rule 23 of the North Carolina Rules of Civil Procedure and certified the class; (3) appointed Plaintiffs as Settlement Class Representatives; (4) appointed Milberg, PLLC and Federman & Sherwood as Class Counsel; (5) approved the Notice Plan and notices and directed that notice be sent to the Settlement Class Members; (6) approved the Claim Form and claims process; (7) ordered the Settlement's opt-out and objection procedures; (8) appointed the Settlement Administrator; (9) stayed all deadlines in the Litigation pending final approval of the Settlement; (10) enjoined and barred all members of the Settlement Class from initiating or continuing in any litigation or asserting any claims against Autobell Car Wash, LLC and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant final approval of the Settlement; and

¹ The capitalized terms used herein are defined and have the same meaning as used in the Settlement Agreement unless otherwise stated.

(11) set a date for the Final Approval Hearing.

WHEREAS, thereafter, Notice was provided in accordance with the Court's Preliminary Approval Order by direct Short Notice and the Long Notice was available to Settlement Class members on the Settlement Website or upon request from the Settlement Administrator;

WHEREAS, on _____, Plaintiffs filed a Motion for Final Approval of Class Action Settlement and on _____, a Motion for Attorneys' Fees, Expenses, and Service Awards; and

WHEREAS, on _____, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Motion for Attorneys' Fees, Expenses, and Service Awards;

WHEREAS, the Court, having reviewed the motions, along with the Settlement Agreement and its exhibits, finds that substantial and sufficient grounds exist for entering this Final Approval Order.

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction over this matter and personal jurisdiction over all parties to the Litigation, including the Settlement Class Members.
2. This Order incorporates the definitions in the Settlement Agreement and all capitalized terms used in this Order have the same meanings as set forth in that Agreement, unless otherwise defined herein.
3. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The notices and notice plan fully satisfied the requirements of due process, Rule 23 of the North

Carolina Rules of Civil Procedure, and all other applicable law and rules. The claims process is also fair, and the Claim Form is easily understandable.

4. The Settlement is in all respects fair, reasonable, and adequate, after considering all of the Rule 23 of the North Carolina Rules of Civil Procedure factors, highlighted by evidence that: (A) the Class Representatives and Class Counsel have adequately represented the Settlement Class; (B) the Settlement was negotiated in good faith and at arm's length among competent, experienced counsel with the assistance of a qualified mediator; (C) the Settlement relief is adequate; and (D) the Settlement treats Settlement Class Members equitably relative to each other. The Settlement was made based on a record that is sufficiently developed and complete to have enabled the Parties to adequately evaluate and consider their positions.

5. Pursuant to Rule 23 of the North Carolina Rules of Civil Procedure, the Court finds after a hearing and based upon all submissions of the parties and other interested persons, including any objections filed with the Court, the settlement proposed by the parties is fair, reasonable, and adequate. The terms and provisions of the Agreement were the product of a good faith arm's-length negotiations among experienced counsel. Approval of the Agreement will result in substantial savings of time, money, and effort to the Court and the parties, and will further the interests of justice.

6. A list of the individuals who have opted-out of the Settlement is attached hereto as **Exhibit A**. Those individuals will not be bound by the Agreement or the Releases contained therein.

7. Based on the information presented to the Court, the Claim process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member benefits

pursuant to the Settlement's terms. All Settlement Class Members who did not submit a claim, or for whom the Settlement Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

8. The distribution plan for the Settlement Class Member benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

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

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

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

12. Pursuant to Rule 23 of the North Carolina Rules of Civil Procedure, the Court finds that Class Representatives Reece Pauken and Jamal Joe are members of the Settlement Class, that their claims are typical of the Class, and that they fairly and adequately protected the interests of the Settlement Class throughout the proceedings in the Litigation. The appointment of Plaintiffs as Class Representatives is therefore affirmed.

13. Having considered the factors set forth in Rule 23 of the North Carolina Rules of Civil Procedure, the Court finds that Class Counsel have fairly and adequately represented the Settlement Class for purposes of entering into and implementing the settlement and thus the appointment of Mariya Weekes of Milberg, PLLC and Jessica A. Wilkes of Federman & Sherwood as Class Counsel is affirmed.

14. The Court affirms its findings that the Settlement Class meets the relevant requirements of North Carolina Civ. R. 23 and for purposes of the settlement that: joinder of all Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion. Common issues exist among Settlement Class Members and predominate over questions affecting individual Class Members only: in particular, whether Defendant was negligent regarding its handling of Plaintiffs' personal information. The Settlement Class Representatives' claims are typical of, indeed identical to, those of the Settlement Class, as the Class Representatives had their personal information accessed or acquired in the Data Incident. The Class Representatives and their counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to the Settlement Class and have retained counsel who are experienced and competent to prosecute this matter on behalf of the Settlement Class. Finally, a class settlement is superior to other methods available for a fair resolution of the controversy.

15. Therefore, pursuant to North Carolina Civ. R. 23(c) the Court finally certifies the following Settlement Class:

All natural persons residing in the United States who were provided notice that their personal information was involved in the Data Incident.

The Settlement Class specifically excludes: (i) Autobell and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly submit a Request for Exclusion in conformity with Paragraph 4 of the Settlement Agreement; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

16. Judgment shall be, and hereby is, entered dismissing the Litigation with prejudice, on the merits.

17. As of the Effective Date, and in exchange for the relief described in the Settlement, the Releasing Parties hereby fully and irrevocably release and forever discharge the Released Parties from the Released Claims.

18. In consideration for this Agreement and the consideration set forth herein, Plaintiffs and Settlement Class Members and Releasing Parties acknowledge that the Releases and the release herein include potential claims and costs that may not be known or suspected to exist and that Plaintiffs and the Settlement Class Members hereby agree that all rights under California Civil Codes § 1542, and any similar law of any state or territory of the United States, are expressly and affirmatively waived. California Civil Code § 1542 states as follows:

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

19. Class Counsel is awarded \$350,000.00 in total for attorneys' fees, expenses, and costs. The Court finds that this amount is reasonable in light of the results obtained. Class Counsel shall allocate and disburse the award of attorneys' fees and expenses to other counsel who may have assisted in the prosecution of the Litigation in Class Counsel's discretion.

20. The Class Representatives shall be awarded Service Awards in the amount of \$2,500.00 each (\$5,000.00 total).

21. Plaintiff and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the

Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

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

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

24. Pursuant to Rule 23 of the North Carolina Rules of Civil Procedure, all persons who satisfy the class definition above, with the exception of those listed on **Exhibit A**, shall be bound by this Order.

25. Neither the Settlement, this Order, the fact of settlement, nor any related documents, negotiations, or proceedings shall constitute, be construed as, or be admissible in evidence as any admission by any of the Parties of any liability, wrongdoing, or violation of law, or of the truth of any allegations in the Litigation, or of any damages or lack thereof, or of the validity or invalidity of any claim or defense asserted in the Litigation.

26. The Court finds that no reason exists for delay in ordering final judgment and hereby directs the Clerk to enter this Order forthwith.

27. The Clerk of Court is hereby directed to enter final judgment forthwith.

SO ORDERED this _____ day of _____, 2026.
