

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA**

WYATT COWLEY and CRAIG W.
BAGLEY, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

ROUSH FENWAY KESELOWSKI
RACING, LLC,

Defendant.

Case No.: 1:25-cv-00891-WO-JEP

SETTLEMENT AGREEMENT

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

I. Procedural History

1. Defendant is a professional stock car organization based in Concord, North Carolina that currently competes in the NASCAR Cup Series.

2. In the course of operating its business, Defendant and its affiliates collect and retain certain information about its current and former employees' Private Information.

3. On or about May 14, 2025, Defendant discovered that it was the victim of a ransomware attack by criminal actors. In response, it undertook a comprehensive investigation which determined that unauthorized third parties accessed its computer network and gained access

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

or potential access to the Private Information pertaining to approximately 13,632 current and former employees of Defendant and its affiliates.

4. On or about September 12, 2025, Defendant sent letters notifying the individuals whose Private Information may have been impacted in the Data Incident.

5. On September 17, 2025, and October 2, 2025, two actions were filed against Defendant, both seeking to represent all those impacted in the Data Incident. The first case was filed by Craig Bagley in Cabarrus County Superior Court, and the second was filed by Wyatt Cowley in this Court.

6. On or around October 31, 2025, Plaintiff Cowley amended the Complaint to add Plaintiff Bagley. On or around November 7, 2025, Plaintiff Bagley dismissed his state court action without prejudice.

7. Defendant filed a Motion to Dismiss before this Court on November 19, 2025.

8. Following the filing of the Motion to Dismiss, Plaintiffs and Defendant began exploring early resolution. Plaintiffs requested and Defendant provided informal discovery including information related to, among other things, the number of individuals impacted by the Data Incident and the type of information potentially accessed.

9. The Parties' counsel, who are experienced in class actions and specifically data breach litigation, discussed the terms of a settlement over three weeks in November and December 2025, ultimately reaching an agreement to settle the action on a class-wide basis on December 19, 2025. The negotiations were arm's-length and hard fought.

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

to the Data Incident, Privacy Notice, and the allegations made in the Complaints, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made or claims asserted in the Complaints, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaints. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in their Complaints, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in Plaintiffs' Complaints lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

II. Definitions

11. “**Action**” means the class action lawsuit entitled: *Wyatt Cowley & Craig W. Bagley, et al. v. Roush Fenway Keselowski Racing, LLC*, Case No. 1:25-cv-00891, pending in the United States District Court for the Middle District of North Carolina.

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

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

14. “**Attorneys’ Fees and Costs**” means the attorneys’ fees, expenses, and costs reasonably incurred by Class Counsel in prosecuting the Action that Class Counsel will request the Court award in its Application for Attorney’ Fees and Costs.

15. “**Cash Payment**” means Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash.

16. “**Cash Payment A – Documented Losses**” means the up to \$2,500.00 in cash compensation that all Settlement Class Members with documented, unreimbursed out-of-pocket costs or financial losses related to fraud and/or identity theft and resulting from the Data Incident, may elect under the Settlement.

17. “**Cash Payment B – Alternate Cash**” means the \$90.00 in cash compensation that Settlement Class Members may elect under the Settlement.

18. “**Claim**” means the submission of a Claim Form by a Claimant.

19. “**Claimant**” means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

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

21. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final Approval Hearing.

22. “**Claim Process**” means the process by which Claimants submit Claims to the

Settlement Administrator and the Settlement Administrator reviews the Claims to determine which are Valid Claims.

23. “**Class Counsel**” means: Jeff Ostrow of Kopelowitz Ostrow P.A., Jean Martin of Aylstock, Witkin, Kreis & Overholtz, and Laura Van Note of Cole & Van Note.

24. “**Class List**” means the list of Settlement Class Members provided to the Settlement Administrator by Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant’s records. To the extent maintained by the Defendant, the Class List shall include the Settlement Class Members’ full names and current mailing addresses.

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

26. “**Complaint**” means the Class Action Complaint filed in this Action in the Middle District of North Carolina and “**Complaints**” means both the Complaint and the complaint filed in Cabarrus County Superior Court by Plaintiff Craig W. Bagley.

27. “**Court**” means the United States District Court for the Middle District of North Carolina and the Judge(s) assigned to the Action.

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

29. “**Data Incident**” means the cybersecurity incident involving the Defendant that Defendant discovered on May 14, 2025, and Defendant provided notice of on September 12, 2025.

30. “**Defendant**” means Roush Fenway Keselowski Racing LLC, the defendant in the Action.

31. “**Defendant’s Counsel**” means Cary B. Davis and Preetha L. Suresh of Robinson,

Bradshaw & Hinson, P.A.

32. “**Effective Date**” means the day after the Final Approval Order is entered if there are no objections to the Settlement, or if there are objections, the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

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

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

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

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

37. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court, subject to prior review and approval by Defendant’s Counsel, seeking Final Approval of the Settlement.

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

39. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiffs will ask

the Court to approve in connection with the Motion for Preliminary Approval.

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

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

42. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

43. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

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

45. “**Plaintiffs**” means Craig W. Bagley and Wyatt Cowley, the plaintiffs in the Action.

46. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that will be mailed to Settlement Class Members.

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

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

47. “**Privacy Notice**” means the notices mailed to all impacted individuals by Defendant regarding the Data Incident on or around September 12, 2025.

48. “**Private Information**” means the personal information compromised by the Data Incident, including names and Social Security numbers.

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

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

51. “**Released Parties**” means Defendant and each of its heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, and attorneys, and all their respective predecessors, successors, managers, administrators, executors, and trustees.

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

53. “**Service Awards**” means the monetary payments, if any, to be made to the Class Representatives in recognition of their time, effort, and risks undertaken in serving as representatives of the Settlement Class, as approved by the Court upon motion by Class Counsel, which shall not exceed \$2,500 for each named Plaintiff.

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

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

responsible for payment.

56. “**Settlement Class**” means all individuals who were sent notice by the Defendant that their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, the Judge’s immediate family, and Court staff; and (d) all Settlement Class Members who timely and properly opt out of the Settlement.

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

58. “**Settlement Class Member Benefits**” means the Cash Payment and Credit Monitoring that Settlement Class Members may elect in the Settlement.

59. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least 90 days after Final Approval.

60. “**Valid Claim**” means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement

Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

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

IV. Settlement Consideration

62. Defendant has agreed to pay the following: (a) all Settlement Administration Costs; (b) Cash Payments to Settlement Class Members; (c) the cost of Credit Monitoring; and (d) any Attorneys' Fees, Costs, and Service Awards awarded by the Court.

63. Settlement Class Members must submit Valid Claims to receive a Cash Payment and/or Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim, he or she will release his or her claims without receiving a Settlement Class Member Benefit.

64. **Cash Payments.** All Settlement Class Members may submit a Claim for Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash.

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

All Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$2,500.00 per Settlement Class Member upon presentment of reasonable documented losses as a result of fraud and/or identity theft related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must select Cash Payment for Documented Losses on the Claim Form attesting to having incurred documented losses related to fraud and/or identity theft. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Reimbursable losses shall be defined as bank fees, overdraft charges, late fees, or declined payment fees resulting from fraud; charges for credit monitoring or identity theft protection purchased in response to the data breach; costs incurred to place or remove a credit freeze; professional fees paid to address identity fraud (e.g., accountants, attorneys, fraud specialists); replacement costs for government-issued identification or documents; long-distance phone charges, postage, notary, or similar incidental costs; and/or fraudulent, unreimbursed charges or financial loss directly traceable to misuse of personal information obtained in the breach. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure their Claim, the Claim will be rejected.

b. **Cash Payment B – Alternate Cash**

As an alternative to Cash Payment A – Documented Losses (if applicable), Settlement Class Members may elect to receive a cash payment in the amount of \$90.00.

65. **Credit Monitoring.** In addition to a Cash Payment, all Settlement Class Members will be entitled to elect two years of one bureau of credit monitoring services.

V. **Settlement Approval**

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

VI. **Settlement Administrator**

67. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. Defendant shall be solely responsible for payment of all Settlement Administration Costs and agree to enter into a separate agreement with the Settlement Administrator in connection therewith. Plaintiffs, the

Settlement Class, and Class Counsel shall have no liability under that agreement or for the Settlement Administration Costs. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the North Carolina Constitution.

68. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, distributing the Cash Payments to Settlement Class Members and ensuring Credit Monitoring codes are sent to those who submit Valid Claims.

69. The Settlement Administrator's duties include:
- a. Completing the Court-approved Notice Program and overseeing the Claim Process;
 - b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
 - c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
 - d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call or otherwise communicate such inquiries;
 - e. Responding to any mailed Settlement Class Member inquiries;
 - f. Processing all opt-out requests from the Settlement Class;
 - g. Providing weekly reports to Class Counsel and Defendant's Counsel that

summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class member who timely and properly requested to opt out of the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

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

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

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

l. Ensuring Credit Monitoring codes are sent to Settlement Class Members who submit Valid Claims; and

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

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

70. Defendant will make available to the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant

will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

71. Within 20 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program. Settlement Class Members shall be sent the Postcard Notice which shall be double-sided with a tear-off Claim Form.

72. The Notice Program shall be completed no later than 45 days before the initial date set for the Final Approval Hearing.

73. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline; the Objection Deadline; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

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

75. The Long Form Notice shall include a description of the procedure for Settlement

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

76. The Long Form Notice shall also include a description of the procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded himself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

- a. the objector's full name, mailing address, telephone number, and email

address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

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

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

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

f. whether the objector and/or his or her counsel will appear at the Final Approval Hearing;

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

h. a statement confirming whether the objector or his counsel intend to testify and/or argue at the Final Approval Hearing; and

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

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

VIII. Claim Form Process and Disbursement of Cash Payments

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

79. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by printing a copy of the Claim Form and mailing it to the Settlement Administrator at the address designated on the Claim Form.

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

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

82. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and

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

83. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 10 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement

Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

84. Where a good-faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a valid request to opt out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

- a. The Settlement Administrator shall have 15 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

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

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

87. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims (Cash Payments and Credit Monitoring) no later than five days following the Effective Date. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount within 15 days of the Effective Date.

88. No later than 45 days following the Effective date, the Settlement Administrator shall distribute the Cash Payments.

89. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Settlement Class Members will elect their form of payment on their Claim Form. Paper checks must be negotiated within 90 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the complication using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons

entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

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

IX. Final Approval Order and Final Judgment

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

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

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing

any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the other Released Parties from the Released Claims; and

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

X. Service Awards, Attorneys' Fees, and Costs

93. *Service Awards.* Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$2,500.00 each, subject to Court approval. The Service Awards shall be payable separate from the Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards by check, ACH, or wire transfer to an account designated by Class Counsel no later than 15 days following the Effective Date.

94. *Attorneys' Fees and Costs* - Class Counsel shall apply to the Court for an award of Attorneys' Fees and Costs of \$262,500, to be paid by or on behalf of Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the Settlement Class Member Benefits to Settlement Class Members. Defendant shall pay or cause to be paid the Court-approved Attorneys' Fees and Costs award by check, ACH, or wire transfer to an account designated by Class Counsel no later than 15 days following the Effective Date.

95. This Settlement is not contingent on approval of the request for Attorneys' Fees, Costs or Service Awards, and if the Court denies any or all of the requests or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The

provisions for Attorney's Fees and Costs and Service Awards were not negotiated until after all material terms of the Settlement.

XI. Releases

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

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

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

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

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

XII. Termination of Settlement

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

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

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

101. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this

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

XIII. Effect of Termination

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

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

XIV. No Admission of Liability

104. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaints. Defendant specifically denies that a class could or should

be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

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

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

107. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in

the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

XV. Miscellaneous Provisions

109. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties and their counsel will not make any public statement about the settlement that has not been approved by the other side, which approval shall not be unreasonably withheld, except as required or authorized by law. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

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

the context so indicates.

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

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

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

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

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

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

117. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument,

even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

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

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

If to Plaintiffs or Class Counsel:

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

Jean Martin
AYLSTOCK, WITKIN, KREIS & OVERHOLTZ
17 E. Main Street, Suite 200
Pensacola, FL 32502
jmartin@awkolaw.com

Laura Van Note
COLE & VAN NOTE

555 12th St., Ste. 2100
Oakland, CA 94607
lvn@colevannote.com

If to Defendant or Defendant's Counsel:

Cary Davis
ROBINSON, BRADSHAW & HINSON, P.A.
600 S. Tryon St., Ste. 2300
Charlotte, NC 28202
cdavis@rbh.com

Preetha Suresh
ROBINSON, BRADSHAW & HINSON, P.A.
434 Fayetteville St., Ste. 1600
Raleigh, NC 27601
psuresh@rbh.com

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

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

121. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

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

warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

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

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

125. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein,

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

SIGNATURE PAGE TO FOLLOW

FOR PLAINTIFF

PLAINTIFFS


Wyatt Cowley (Jan 19, 2026 10:55:00 CST)

WYATT COWLEY

Jan 19, 2026

Date

CRAIG W. BAGLEY

Date

CLASS COUNSEL


Jeffrey Ostrow (Jan 18, 2026 12:02:28 EST)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

Jan 18, 2026

Date


Jean S Martin (Jan 18, 2026 16:55:55 EST)

JEAN MARTIN
AYLSTOCK, WITKIN, KREIS &
OVERHOLTZ

Jan 18, 2026

Date


Laura Van Note (Jan 18, 2026 10:39:52 PST)

LAURA VAN NOTE
COLE & VAN NOTE

Jan 18, 2026

Date

FOR DEFENDANT

PHIL ROBERTS
ROUSH FENWAY KESELOWSKI
RACING, LLC

Date

FOR PLAINTIFF

PLAINTIFFS

WYATT COWLEY

Date


ID wrmThB7atLYskEbgqWsUQsNJ

1/20/2026

CRAIG W. BAGLEY

Date

CLASS COUNSEL


Jeffrey Ostrow (Jan 18, 2026 12:02:28 EST)

Jan 18, 2026

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

Date


Jean S Martin (Jan 18, 2026 16:55:55 EST)

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Date


Laura Van Note (Jan 18, 2026 10:39:52 PST)

Jan 18, 2026

LAURA VAN NOTE
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ROUSH FENWAY KESELOWSKI
RACING, LLC

Date

FOR PLAINTIFF

PLAINTIFFS

WYATT COWLEY

Date

CRAIG W. BAGLEY

Date

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Jeffrey Ostrow
Jeffrey Ostrow (Jan 18, 2026 12:02:28 EST)

Jan 18, 2026

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KOPELOWITZ OSTROW P.A.

Date

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Jean S Martin (Jan 18, 2026 16:55:55 EST)

Jan 18, 2026

JEAN MARTIN
AYLSTOCK, WITKIN, KREIS &
OVERHOLTZ

Date

Laura Van Note
Laura Van Note (Jan 18, 2026 10:39:52 PST)

Jan 18, 2026

LAURA VAN NOTE
COLE & VAN NOTE

Date

FOR DEFENDANT

Signed by:

Phil Roberts

January 22, 2026

PHIL ROBERTS
ROUSH FENWAY KESELOWSKI
RACING, LLC

Date

EXHIBIT 1
(POSTCARD NOTICE)

RFK Racing, LLC Data Incident Settlement
c/o Settlement Administrator

P.O. Box _____

Santa Ana, CA 92799-9958

Wyatt Cowley, et al. v. Roush Fenway
Keselowski Racing, LLC
Case No. 1:25-cv-00891

IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE MAY2025
ROUSH FENWAY KESELOWSKI RACING,
LLC, DATA INCIDENT, A PROPOSED CLASS
ACTION SETTLEMENT MAY AFFECT YOUR
RIGHTS AND ENTITLE YOU TO BENEFITS
AND A CASH PAYMENT.

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

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



First-Class
Mail
US Postage
Paid
Permit # __

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached between Plaintiffs in a class action lawsuit and Roush Fenway Keselowski Racing, LLC (“RFK Racing” or “Defendant”). RFK Racing suffered a cyberattack on its computer systems in May 2025 (the “Data Incident”). Files containing Private Information were accessed. RFK Racing denies it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid risks, disruption, and uncertainties of continuing the Litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the class as: “All individuals who were sent notice by the Defendant that their Private Information may have been impacted in the Data Incident.”

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

What are the Settlement benefits?

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

Cash Payment A – Documented Losses: if you have documented losses that you attest under penalty of perjury are fairly traceable to the Data Incident, you may get up to **\$2,500** for out-of-pocket expenses.

Cash Payment B – Alternate Cash: *instead of Cash Payment for Documented Losses*, you can get a one-time **\$90** payment.

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

How do I receive a Settlement benefit?

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

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

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

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$262,500, and \$2,500 as a service award for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

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

PLACE
POSTAGE
HERE

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



RFK Racing, LLC Data Incident Settlement

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

Complete this Claim Form, tear at perforation, and return by U.S.

Mail no later than **[Claims Deadline]**.

Login ID: «LoginID»

PIN: «PIN»

Only one Claim Form per Class Member.

INSTRUCTIONS: Use this card to submit your claim for two years of Credit Monitoring and/or the \$90.00 Cash Payment B–Alternate Cash.

To claim cash payments for out-of-pocket expenses, visit the settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

Check this box to enroll in two years of Credit Monitoring from CyEx Identity Defense Complete.

Check this box to claim a one-time \$90.00 Cash Payment B–Alternate Cash.

How would you like to be paid:

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

For digital payment options, please PRINT your email address

LEGIBLY on the line below and double-check that it is correct: _____

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

EXHIBIT 2
(LONG FORM NOTICE)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Wyatt Cowley, et al. v. Roush Fenway Keselowski Racing, LLC

Case No. 1:25-cv-00891

United States District Court for the Middle District of North Carolina

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE MAY 2025
ROUSH FENWAY KESELOWSKI RACING, LLC, DATA INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached between Plaintiffs in a class action lawsuit and Roush Fenway Keselowski Racing, LLC (“RFK Racing” or “Defendant”). RFK Racing suffered a cyberattack on its computer systems in May 2025 (the “Data Incident”). Certain files that contained Private Information may have been accessed. These files may have contained personal information, such as names and Social Security numbers.
- Plaintiffs filed a lawsuit, titled *Wyatt Cowley, et al. v. Roush Fenway Keselowski Racing, LLC*, Case No. 1:25-cv-00891. The lawsuit is pending in the United States District Court for the Middle District of North Carolina (the “Litigation”).
- RFK Racing 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 risks, disruptions, and uncertainties of continuing the Litigation.
- RFK Racing’s records indicate that you are a Settlement Class Member and are entitled to benefits under the Settlement. You likely received a previous notice about the Data Incident from RFK Racing in September 2025.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

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

BASIC INFORMATION	3
WHO IS IN THE SETTLEMENT?	4
THE SETTLEMENT BENEFITS.....	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS	5
THE LAWYERS REPRESENTING YOU	6
OPTING OUT OF THE SETTLEMENT	6
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Basic Information

1. Why was this Notice issued?

The United States District Court for the Middle District of North Carolina authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Wyatt Cowley, et al. v. Roush Fenway Keselowski Racing, LLC*, Case No. 1:25-cv-00891. It is pending in the United States District Court for the Middle District of North Carolina. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Roush Fenway Keselowski Racing, LLC., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the May 2025 targeted cyberattack on RFK Racing’s computer systems, certain files that contained Private Information were 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 people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out of the settlement. In this proposed Settlement, the Class Representatives are Wyatt Cowley and Craig W. Bagley. Everyone included in this Action are the Settlement Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

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

6. Are there exceptions to being included?

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

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

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

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

The Settlement Benefits

7. What does the Settlement provide?

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

CREDIT MONITORING. All Settlement Class Members are eligible to enroll in two years of CyEx Identity Defense Complete. This comprehensive service comes with \$1 million in identity theft insurance, and includes:

- real-time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

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

CASH PAYMENTS. Settlement Class Members who have documented losses may claim payments from **Cash Payment A – Documented Losses**. Alternatively, Settlement Class Members may claim a one-time cash payment from **Cash Payment B – Alternate Cash**. You may claim only **one** total payment from these options.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$2,500.00**. The losses must have occurred between May 14, 2025, and [\[Claims Deadline\]](#), and must be traceable to the RFK Racing, LLC Data Incident.

This benefit covers out-of-pocket expenses like:

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

To receive payment for documented losses, you must submit a valid claim, subject to the penalty of perjury, along with proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

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

-OR-

Cash Payment B – Alternate Cash. Instead of *Cash Payment for Documented Losses*, you may claim a one-time **\$90.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

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

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

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

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

Submitting a Claim Form for Settlement Benefits

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

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

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

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free,

1-XXX-XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Jeff Ostrow of Kopelowitz Ostrow P.A.; Jean Martin of Aylstock, Witkin, Kreis & Overholtz; and Laura Van Note of Cole & Van Note, to represent you and other Settlement Class Members (“Class Counsel”).

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve up to \$262,500.00 as reasonable attorneys’ fees and costs of litigation. This amount will be paid by RFK Racing.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid by RFK Racing.

Opting Out of the Settlement

15. How do I opt out of the Settlement?

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

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

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

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

- (1) the name of the Litigation: *Wyatt Cowley, et al. v. Roush Fenway Keselowski Racing, LLC*, Case No. 1:25-cv-00891, pending in the United States District Court for the Middle District of North Carolina;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Opt-Out Request” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

RFK Racing, LLC Data Incident Settlement
ATTN: Exclusion Request
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958

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

[Commenting on or Objecting to the Settlement](#)

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

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

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

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

- (1) the name of the Litigation: *Wyatt Cowley, et al. v. Roush Fenway Keselowski Racing, LLC*, Case No. 1:25-cv-00891, pending in the United States District Court for the Middle District of North Carolina;
- (2) your full name, mailing address, telephone number, and email address;
- (3) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- (4) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case;
- (5) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys’ Fees and Service Awards;
- (6) the number of times in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders

related to or ruling upon counsel’s or the counsel’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the preceding five years;

- (7) whether the objector and/or his or her counsel will appear at the Final Approval Hearing;
- (8) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (9) a statement confirming whether the objector or his counsel intend to testify and/or argue at the Final Approval Hearing; and
- (10) the objector’s signature (an attorney’s signature is not sufficient).

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

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

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	RFK Racing, LLC Data Incident Settlement ATTN: Objections P.O. Box [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	Counsel for Defendants
Jeff Ostrow KOPELOWITZ OSTROW P.A. 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301	Cary Davis ROBINSON, BRADSHAW & HINSON, P.A. 600 S. Tryon St., Ste. 2300 Charlotte, NC 28202
Jean Martin AYLSTOCK, WITKIN, KREIS & OVERHOLTZ 17 E. Main Street, Suite 200 Pensacola, FL 32502	Preetha Suresh ROBINSON, BRADSHAW & HINSON, P.A. 434 Fayetteville St., Ste. 1600 Raleigh, NC 27601
Laura Van Note COLE & VAN NOTE 555 12th St., Ste. 2100 Oakland, CA 94607	

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not opt out of the Settlement. Opting out of the Settlement is stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room **[Court Room]** of the United States District Court for the Middle District of North Carolina, at **[Court Address]**.

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

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

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

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

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

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

If I Do Nothing

20. What happens if I do nothing at all?

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

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

Getting More Information

21. How do I get more information?

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

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

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

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, **[Court Address]**. **DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT.**

**EXHIBIT 3
(CLAIM FORM)**

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Wyatt Cowley, et al. v. Roush Fenway Keselowski Racing, LLC
Case No. 1:25-cv-00891
United States District Court for the Middle District of North Carolina

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

GENERAL INSTRUCTIONS

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

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

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

AVAILABLE BENEFITS

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

CREDIT MONITORING. All Settlement Class Members are eligible to enroll in two years of CyEx Identity Defense Complete. This comprehensive service comes with \$1 million in identity theft insurance, and includes:

- real-time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

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

CASH PAYMENTS. Settlement Class Members who have documented losses may claim payments from **Cash Payment A – Documented Losses**. Alternatively, Settlement Class Members may claim a one-time cash payment from **Cash Payment B – Alternate Cash**. You may claim only one total payment from these options.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$2,500.00**. The losses must have occurred between May 14, 2025, and [Claims Deadline], and must be fairly traceable to the RFK Racing, LLC Data Incident.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit

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



Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Wyatt Cowley, et al. v. Roush Fenway Keselowski Racing, LLC
Case No. 1:25-cv-00891
United States District Court for the Middle District of North Carolina

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

- cost to replace your IDs
- postage to contact banks by mail

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

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

-OR-

Cash Payment B – Alternate Cash. Instead of *Cash Payment for Documented Losses*, you may claim a one-time **\$90.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

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

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

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

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

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

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



Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Wyatt Cowley, et al. v. Roush Fenway Keselowski Racing, LLC
Case No. 1:25-cv-00891
United States District Court for the Middle District of North Carolina

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

IV. CASH PAYMENT B – ALTERNATE CASH

- Check this box if you want to claim a one-time \$90.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III.**

V. PAYMENT SELECTION

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

- PayPal**
Email address, if different than you provided in Section 1: _____
- Venmo**
Mobile number, if different than you provided in Section 1: _____
- Zelle**
Email address or mobile number, if different than you provided in Section 1: _____
- Virtual Prepaid Card**
Email address, if different than you provided in Section 1: _____
- Physical Check**
Payment will be mailed to the address provided in Section 1.

VI. ATTESTATION & SIGNATURE

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

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



EXHIBIT 4
(PRELIMINARY APPROVAL ORDER)

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA**

WYATT COWLEY and CRAIG W.
BAGLEY, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

ROUSH FENWAY KESELOWSKI
RACING, LLC,

Defendant.

Case No.: 1:25-cv-00891-WO-JEP

**[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

THIS MATTER is before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Incorporated Memorandum of Law [ECF No. ____] for consideration of whether the Settlement¹ reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Form approved. Having reviewed the proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Form should be approved. Accordingly, good cause appearing in the record,

IT IS HEREBY ORDERED THAT:

¹ Unless otherwise indicated, capitalized terms used herein shall have the same definitions as those in Section II of the Settlement Agreement and Releases, attached to the Motion for Preliminary Approval as *Exhibit A*.

Provisional Certification of the Settlement Class

1. The Court provisionally certifies the following Settlement Class for settlement purposes only, finding the Court is likely to certify the Settlement Class at the final approval stage:

All living individuals residing in the United States who were sent a notice of the Data Incident indicating that their Private Information may have been impacted in the Data Incident.

The Settlement Class specifically excludes: (a) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) those Settlement Class Members who timely and properly opted-out of the Settlement.

2. The Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2). Specifically, the Court finds that the Parties are minimally diverse, there are more than 100 members of the Settlement Class, and the amount in controversy exceeds \$5,000,000.00 exclusive of interest and costs. The Court also has personal jurisdiction over the Parties and the Settlement Class.

3. The Court determines that for settlement purposes the proposed Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), namely that the class is so numerous that joinder of all members is impractical; there are common issues of law and fact; the claims of the proposed Class Representatives are typical of absent Settlement Class Members; the Class Representatives will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; common issues predominate over any individual issues; and a class action is the superior means of adjudicating the controversy. Class Counsel is also adequate to represent the Settlement Class.

4. Plaintiffs are designated and appointed as the Class Representatives.

5. Jeff Ostrow of Kopelowitz Ostrow P.A., Jean Martin of Aylstock, Witkin, Kreis & Overholtz, and Laura Van Note of Cole & Van Note as Class Counsel pursuant to Fed. R. Civ. P. 23(g). The Court finds that counsel are experienced and will adequately protect the interests of the Settlement Class.

Preliminary Approval of the Proposed Settlement

6. Upon preliminary review, the Court finds the proposed Settlement is likely to be approved as fair, reasonable, and adequate at the Final Approval Hearing, otherwise meets the criteria for approval, and warrants issuance of Notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

Final Approval Hearing

7. A Final Approval Hearing shall take place at the United States District Court for the Middle District of North Carolina, located 324 W. Market Street, Greensboro, NC 27401, or virtually by Zoom or an alternative video platform, to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims in the Complaint should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and final judgment should be entered; and (e) the Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards should be granted. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing. If the Court elects to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website. The hearing may be re-scheduled

without further notice to the Settlement Class. Any changes in the date or time will be posted on the Settlement Website.

8. Class Counsel intends to seek an award of up to \$262,500.00, which includes attorneys' fees and reimbursement of reasonable litigation costs, as well as Service Awards of up to \$2,500 per Class Representative. These amounts appear fair and reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

9. Class Counsel shall file Plaintiffs' Motion for Final Approval and Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards no later than 45 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys' fees, costs, and Service Awards.

10. Any Settlement Class Member that has not timely and properly opted-out from the Settlement in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, no Settlement Class Member that has elected to opt-out from the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Preliminary Approval Order pertaining to objections, which are described below.

Settlement Administration

11. Simpluris, Inc. is appointed as the Settlement Administrator, with responsibility for handling the Notice Program and overseeing the Claims Process. All Settlement Administration Costs incurred by the Settlement Administrator will be paid by the Defendant, as provided in the

Settlement.

Notice to the Settlement Class

12. The Notice, including the Postcard Notice and Long Notice Form attached as exhibits to the Settlement Agreement, satisfy the requirements of Federal Rule of Civil Procedure 23 and due process, and thus are approved. Non-material modifications to the Notices and Claim Form may be made by written agreement of the Parties without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks that the Settlement requires.

13. The Court finds that the form, content, and method of the Notices: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

Opting-Out of the Settlement Class

14. Any Settlement Class Member that wishes to opt-out of the Settlement must submit a written notification of such intent either electronically or by United States mail to the designated address established by the Settlement Administrator, postmarked no later than the Opt-Out Deadline, which is 30 days before the initial scheduled Final Approval Hearing. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's

name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Any Settlement Class Member who does not submit a valid and timely request to opt-out in the manner described herein shall be bound by the Settlement, including all Releases, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

15. Settlement Class Members cannot opt-out by telephone or email. “Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members, where an opt-out has not been signed by each and every individual Settlement Class Member, will not be allowed.

16. All Settlement Class Members who submit valid and timely requests to opt-out of the Settlement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

Objecting to the Settlement

17. A Settlement Class Member that complies with the requirements of this Preliminary Approval Order and the Agreement may object to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards.

18. 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 a written objection is submitted to the Court before the Objection Deadline, which shall be 30 days before the initial scheduled Final Approval Hearing. For the objection to be considered by the Court, the written objection must include:

- a. the objector’s full name, mailing address, telephone number, and email address (if

- any);
- b. the case name and number;
 - c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice the objector received;
 - d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - e. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs;
 - g. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
 - h. whether the objector and/or objector's counsel will appear at the Final Approval Hearing;

- i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- k. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking the objector's deposition or requesting documents, to be completed before the Final Approval Hearing.

19. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator, at the addresses listed on the Long Form Notice and which will also appear on the Settlement Website.

20. Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Preliminary Approval Order by appeal or any other means.

Claims Process and Distribution Plan

21. The Settlement establishes a Claims Process for assessing and determining the validity and value of Claims and a methodology for paying Settlement Class Members that submit a Valid Claim. The Court preliminarily approves this process.

22. Settlement Class Members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement, including the requirements and procedures in the Claim Form. If the Settlement is finally approved, all

Settlement Class Members that qualify for Settlement Class Member Benefits, but who fail to submit a Claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form requirements, shall be forever barred from receiving any of the Settlement Class Member Benefits. Such Settlement Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement, including the Releases, and the Final Approval Order and final judgment.

Termination of the Settlement and Use of this Order

23. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

24. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he

or she may have in this Action or in any other lawsuit.

Stay of Proceedings

25. Except as necessary to effectuate this Preliminary Approval Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and judgment, or until further order of this Court.

26. Upon the entry of this order, with the exception of Class Counsel’s, Defendant’s Counsel’s, Defendant’s, and the Class Representatives’ implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court’s decision as to whether to grant Final Approval of the Settlement

Jurisdiction Pending Settlement Approval

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

Summary of Deadlines

28. The Settlement, as preliminarily approved shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets the following schedule of events:

EVENT	DATE
Deadline to commence Notice Program	Within 20 days following Preliminary Approval
Deadline to complete Notice Program	45 days before the initial scheduled Final Approval Hearing

Deadline for filing Motion for Final Approval	45 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Claim Form Deadline	15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	_____, 2026, at __:__ a.m./p.m. (no less than 110 days after Preliminary Approval, or as soon thereafter depending upon the Court's schedule).

IT IS SO ORDERED.

This ___ day of _____, 2026.

WILLIAM L. OSTEEN, JR.
UNITED STATES DISTRICT JUDGE

EXHIBIT 5
(FINAL APPROVAL ORDER)

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA**

WYATT COWLEY and CRAIG W.
BAGLEY, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

ROUSH FENWAY KESELOWSKI
RACING, LLC,

Defendant.

Case No.: 1:25-cv-00891-WO-JEP

**[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards. [ECF No. ____];

WHEREAS, on _____, 2026, the Court entered its Order granting Preliminary Approval of the Settlement, which, inter alia: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(2)-(3) and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Class Counsel; (5) approved the form and manner of Notice and the Notice Program; (6) approved the Claim Process and Claim Form; and (7) set the Final Approval Hearing date. [ECF No. ____];

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

Administrator;

WHEREAS, a notice of Settlement was timely mailed to governmental entities as provided for under 28 U.S.C. § 1715;

WHEREAS, on _____, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

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

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.
2. This Final Approval Order incorporates herein the definitions from Section II of the Settlement Agreement, attached as Exhibit A to the Motion for Final Approval.
3. The Notice provided to the Settlement Class 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 Notice and Notice Program fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all other applicable law and rules. The Claims Process is also fair and the Claim Form is easily understandable.
4. The Settlement (i) is in all respects fair, reasonable, and adequate; (ii) was negotiated in good faith and at arm's length among competent and experienced counsel; and (iii) 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. In finding the Settlement fair, reasonable, and adequate, the Court has also considered the opinion of competent counsel, as well as the indication of an overwhelming positive reaction from the Settlement Class given the total number of Claims made, that there were no objection(s) to the Settlement filed, and that only _____ Opt-Outs were submitted. _____, _____, and _____ opted-out of the Settlement. These individuals will not be bound by the Agreement, this Final Approval Order, or the Final Judgment.

6. Based on the information presented to the Court, the Claims 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 Cash Payments and Credit Monitoring, pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

7. The allocation and distribution plan for Settlement Class Member Benefits is fair, reasonable, and adequate.

8. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to protect the interests of the Settlement Class.

9. 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.

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

11. The appointment of Plaintiffs as Class Representatives and Jeff Ostrow, Jean Martin, and Laura Van Note as Class Counsel is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Federal Rules of Civil Procedure 23(a) and (b)(2)-(3) for only the purposes of the Settlement in that: (1) the number of members is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the Settlement Class; (3) the claims of the Class Representatives are typical of the claims of the Settlement Class; (4) the Class Representatives are adequate representatives for the Settlement Class, and have retained experienced counsel to represent the Settlement Class; (5) the questions of law and fact common to the Settlement Class predominate over questions affecting individual Settlement Class members; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. Further, the Court concludes the Settlement Class is ascertainable, based on their objective criteria.

13. Therefore, the Court finally certifies the following Settlement Class: All living individuals in the United States who were sent a notice of the Data Incident indicating that their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) those Settlement Class Members who have timely and properly opted-out of the Settlement.

14. Judgment shall be, and hereby is, entered dismissing the Action with prejudice.

15. As of the Effective Date, and in exchange for the relief described in the Settlement, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims.

16. In consideration for this Agreement and the consideration set forth herein, the

Releasing Parties Release the Released Parties from the Released Claims.

17. Pursuant to Federal Rule of Civil Procedure 23(h), Settlement Class Counsel is awarded \$ _____ for Attorneys' Fees and Costs. This payment shall be made by Defendant in accordance with the Agreement. Class Counsel have sole responsibility, within Class Counsel's discretion, to allocate and distribute attorneys' fees among Plaintiffs' counsel. The Court evaluated Class Counsel's request applying the percentage of the common fund method and concludes the requested amount is within the range of reason.

18. The Class Representatives are each awarded \$ _____ Service Awards. The Service Awards shall be payable by Defendant in accordance with the Agreement.

19. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

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

21. 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 Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*.

22. There being no just reason for delay, the Clerk of Court is hereby directed to enter

final judgment forthwith pursuant to Federal Rule of Civil Procedure 58.

IT IS SO ORDERED.

This ___ day of _____, 2026.

WILLIAM L. OSTEEN, JR.
UNITED STATES DISTRICT JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Roush Fenway Keselowski Racing Settlement Ends Class Action Lawsuit Over May 2025 Cyberattack](#)
