

INDIANA COMMERCIAL COURT

STATE OF INDIANA	)	LAKE COUNTY SUPERIOR COURT 1
	)	
LAKE COUNTY	)	CAUSE NO: 45D01-2509-CE-62

HANNAH KRAMER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

FIRST BAPTIST CHURCH OF
HAMMOND, INDIANA, INC.

Defendant.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (“**Agreement**”) is entered into between the Class Representative, individually and on behalf of the Settlement Class, and Defendant. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

1. RECITALS

1.1. On September 3, 2025, Plaintiff Hannah Kramer filed a putative class action against Defendant First Baptist Church of Hammond, Indiana, Inc. relating to the Data Security Incident in which Plaintiff’s and other Settlement Class Members’ information was exposed to unauthorized third party hackers. Plaintiff alleged that Defendant failed to properly protect the data.

1.2. The parties entered into early settlement negotiations and exchanged information regarding the scope of the Data Security Incident. Through arm’s-length negotiations among counsel experienced in data breach litigation, the Parties eventually reached an agreement in principle to settle the matter, subject to reaching this detailed Agreement.

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:

2. DEFINITIONS

2.1. “**Action**” means the above-captioned action proceeding before the Court.

2.2. **“Application for Attorneys’ Fees, Costs, and Service Award”** means the application seeking Class Counsel’s attorneys’ fees and reimbursement for costs and Service Award for the Class Representatives.

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

2.4. **“Claim Form Deadline”** means the date that is 60 days from the Notice Completion Date, and the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Settlement Class Member Benefit.

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

2.6. **“Class Counsel”** means the following: Lynn A. Toops and Amina A. Thomas of CohenMalad, LLP.

2.7. **“Class List”** means the list of Settlement Class Members prepared by Defendant using information in Defendant’s records and provided to the Settlement Administrator by Defendant for Notice. The Class List shall include each Settlement Class Members’ name, email address, and mailing address as reflected in Defendant’s business records. Defendant shall ensure that the addresses in the Class List are the most up-to-date known to Defendant, including by conferring with Defendant’s counsel who were involved in Defendant’s Data Security Incident response to ensure the addresses represent the final known addresses after any advanced searches were performed when mailing Data Security Incident notification letters.

2.8. **“Class Representative”** means, subject to Court appointment, Hannah Kramer.

2.9. **“Court”** means the Lake Superior Court, State of Indiana, Commercial Court Docket.

2.10. **“Data Security Incident”** means the unauthorized access to Defendant’s information systems that occurred in July 2025.

2.11. **“Defendant”** means First Baptist Church of Hammond, Indiana, Inc.

2.12. **“Defendant’s Counsel”** means Mullen Coughlin LLC.

2.13. **“Effective Date”** means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) thirty (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 thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

2.14. **“Final Approval”** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

2.15. **“Final Approval Hearing”** means the hearing held before the Court wherein the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Award.

2.16. **“Final Approval Order”** means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. “Final Approval Order” also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and/or Service Award to the Class Representative.

2.17. **“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.

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

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

2.20. **“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.

2.21. **“Notice Commencement Date”** means the date by which the Settlement Administrator shall commence the Notice Program, and which shall be no later than 30 days following entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for the purpose of calculating the Claim Form Deadline, the Opt-Out Deadline, the Objection Deadline, and all other deadlines that flow from the Notice Commencement Date.

2.22. **“Notice Completion Date”** means the date by which the Settlement Administrator shall complete the Notice Program, which shall be no later than 45 days following entry of the Preliminary Approval Order.

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

2.24. **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice and Long Form Notice, along with the Settlement Website and the toll-free telephone line.

2.25. **“Objection Period”** means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 60 days thereafter.

2.26. **“Opt-Out Period”** means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 60 days thereafter.

2.27. **“Party”** means each Class Representative and Defendant, individually, and **“Parties”** means the Class Representative and Defendant, collectively.

2.28. **“Postcard Notice”** means the postcard notice with a tear-off claim form, substantially in the form attached hereto as **Exhibit 1**, that the Settlement Administrator shall disseminate to Settlement Class Members by U.S. mail.

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

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

2.31. **“Released Claims”** means the releases and waiver set forth in Section 11 of this Agreement.

2.32. **“Released Parties”** means Defendant and Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities, each of their respective predecessors, successors, members, shareholders, directors, officers, principals, agents, attorneys, insurers, and reinsurers, including, without limitation, any person related to any such entity who is, was or could have been named as a defendant in any of the Actions (other than any person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads nolo contendere to any such charge), and any entity with whom Defendant contracted that, on behalf of Defendant, held data involved in the Data Security Incident who is, was or could have been named as a defendant in this Action. It is expressly understood that to the extent a Released Party is not a party to this Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

2.33. **“Releases”** means the releases and waiver set forth in Section 11 of this Agreement.

2.34. **“Releasing Parties”** means the Class Representative and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

2.35. **“Service Award”** means the payments the Court may award the Class Representative for serving as a class representative.

2.36. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

2.37. **“Settlement Administrator”** means Simpluris, Inc.

2.38. **“Settlement Class”** means “all persons whose personally identifiable information was accessed and/or acquired by an unauthorized party as a result of the Data Security Incident.” Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; and (c) Judge(s)

assigned to the Action, the Judge's immediate family, and Court staff; and (d) all those who validly opt out of this Settlement.

2.39. **"Settlement Class Member"** means any member of the Settlement Class who has not opted out of the Settlement. The Settlement Class contains approximately 4,251 Settlement Class Members.

2.40. **"Settlement Class Member Benefits"** means the benefits that Settlement Class Members may select as part of the Settlement, as set forth in Section 4 below.

2.41. **"Settlement Website"** means the website the Settlement Administrator will establish as a means for Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Award, and the Final Approval Order, as well as any other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least 120 days after Final Approval.

2.42. **"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) submitted online or returned via mail and postmarked by 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 valid.

3. CERTIFICATION OF THE SETTLEMENT CLASS

3.1. In the Motion for Preliminary Approval, the Class Representative shall propose and request to the Court that the Settlement Class be certified for settlement purposes only, which is agreed to by Defendant solely for purposes of the settlement provided for in this Agreement; 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. The Class Representative and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action in such event.

4. SETTLEMENT CONSIDERATION AND SETTLEMENT CLASS MEMBER BENEFITS

4.1. Settlement Class Members are all eligible to make claims for (1) documented out-of-pocket expenses up to \$450 per Class Member; (2) documented extraordinary losses up to \$4,500; (3) reimbursement for lost time spent because of the Data Security Incident up to \$20 an hour for up to 4 hours; and (4) an alternative cash payment of \$50 in lieu of reimbursement for options one through three. Defendant will separately pay or cause to be paid Settlement Administration Costs,

as well as Class Counsel's attorneys' fees and Service Award to the Class Representative in the amounts authorized by the Court, which shall be requested as agreed to herein.

4.1.1. Reimbursement for Ordinary Documented Out-of-Pocket Expenses. All Settlement Class Members may submit a claim for reimbursement of their ordinary documented out-of-pocket expenses and losses that are fairly traceable to the Data Security Incident. These claims (1) must be supported with third-party documentation; (2) the expense must be an actual, documented, and unreimbursed monetary expense; (3) the expense must be fairly traceable to the Data Security Incident; (4) the expense must have been incurred after the first date of the Data Security Incident; and (5) the expense cannot have been already covered by one or more of the other reimbursement categories or otherwise reimbursed by a third party. The necessary documentation must be from a third-party source. The categories of reimbursable expenses include, but are not limited to, bank fees; postage; copying; travel costs; and notary fees related to addressing the misuse of the Class Members' Social Security number or date of birth; fees for credit repair services; and costs for additional credit reports, credit monitoring, or other identity theft insurance products.

4.1.2. Reimbursement for Extraordinary Documented Out-of-Pocket Losses. All Settlement Class Members may submit a claim for reimbursement of their extraordinary documented out-of-pocket losses that are fairly traceable to the Data Security Incident. These claims (1) must be supported with third-party documentation; (2) the loss must be an actual, documented, and unreimbursed monetary loss; (3) the loss must be fairly traceable to the Data Security Incident; (4) the loss must have been incurred after the first date of the Data Security Incident; and (5) the loss cannot have been already covered by one or more of the other reimbursement categories or otherwise reimbursed by a third party. The necessary documentation must be from a third-party source, but redacted bank statements will suffice. Reimbursable losses are those financial losses stemming from unreimbursed financial transactions that were not approved by the Claimant and were the result of fraud or identity theft.

4.1.3. Lost Time. Settlement Class Members may submit a claim for reimbursement for their time spent because of the Data Security Incident up to \$20 an hour for up to 4 hours. The benefit will be included in the tear-off claim form. Settlement Class Members must choose how much time they spent in one-hour increments. They must also describe how they spent the time and attest that it was spent because of the Data Security Incident. This includes time spent freezing credit, reviewing credit reports, reviewing bank and credit card statements, corresponding with financial institutions, and remedying instances of actual fraud or identity theft.

4.1.4. Alternative Cash Payment. In lieu of claims for ordinary expenses, extraordinary losses, and lost time, Class Members may elect to receive a \$50 alternative cash payment. If the Settlement Administrator deems any claims from Class Members for out-of-pocket expenses, losses, or time spent to be invalid and not cured, or if such a claim would equal less than the amount of the alternative cash payment, then the Settlement Administrator shall deem such claim as one for the alternative cash payment.

5. SETTLEMENT APPROVAL

5.1. Class Counsel will use best efforts to submit the Motion for Preliminary Approval to the Court within 7 days of the execution of this Agreement.

5.2. The Motion for Preliminary Approval shall, among other things, request the Court (a) preliminarily approve the terms of the Settlement as being within the range of a fair, adequate, and reasonable compromise; (b) provisionally certify the Settlement Class for settlement purposes only; (c) approve the Notice Program and approve the form and content of the Notice; (d) approve the Claim Form and Claim Process; (e) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (f) appoint Class Counsel for Settlement purposes; (g) appoint the Class Representatives as representatives of the Settlement Class; (h) appoint Simpluris, Inc. as the Settlement Administrator; (i) stay the Action pending Final Approval of the Settlement; and (j) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

6. SETTLEMENT ADMINISTRATOR

6.1. The Parties agree that, subject to Court approval, Simpluris, Inc. shall be the Settlement Administrator. Class Counsel and Defendant's Counsel shall oversee the Settlement Administrator.

6.2. The Settlement Administrator will be responsible for administering all aspects of the Agreement, including processing claims and distributing Settlement Class Member Benefits.

6.3. All Settlement Administration Costs, including, without limitation, the fees and expenses of the Settlement Administrator, shall be paid, or caused to be paid, by Defendant separately and directly to the Settlement Administrator.

6.4. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and this Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

6.5. The Settlement Administrator shall administer all aspects of the Settlement as described in the following paragraphs 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, and distributing the Settlement Class Member Benefits to those who submit Valid Claims.

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

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

6.6.2. Establish and maintain a post office box to receive opt-out requests, objections, and Claim Forms from Settlement Class Members;

6.6.3. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;

6.6.4. Establish and maintain an automated toll-free telephone line with live agents for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries, including whether they are Settlement Class Members and what their Settlement Class Member IDs are;

6.6.5. Respond to any mailed or emailed Settlement Class Member inquiries, including whether they are Class Members and what their Class Member IDs are;

6.6.6. Process all opt-out requests from Settlement Class Members;

6.6.7. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices 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;

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

6.6.9. Distribute Settlement benefits;

6.6.10. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that Settlement Class Member Benefits have been properly distributed.

7. NOTICE TO THE SETTLEMENT CLASS, OPT-OUT PROCEDURES, AND OBJECTION PROCEDURES

7.1. Defendant will make available to the Settlement Administrator the Class List no later than 7 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 Agreement. Defendant's Counsel will coordinate with any counsel who was responsible for advising Defendant on cybersecurity incident response to ensure the Class List includes the most up-to-date contact information, including any information learned from advanced lookups performed when sending notification letters.

7.2. On or before the Notice Commencement Date, the Settlement Administrator shall commence the Notice Program, using the forms of Notice approved by the Court.

7.3. Direct Notice will be provided through a Postcard Notice with a tear-off Claim Form that includes pre-paid postage. Postcards will be sent via U.S. Mail. The Postcard Notice shall include, among other information, the following: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period; the last day of the Objection Period; the Final Approval Hearing date; and the Settlement Website address. The Settlement Administrator 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. The Postcard Notice with tear-off claim form will enable Class Members to make claims for all benefits that do not require separate documentation (i.e., lost time or the alternative cash payment).

7.4. No later than 21 days after entry of the Preliminary Approval Order, Defendant shall pay or cause to be paid to the Settlement Administrator the funds necessary to pay for the printing costs and costs of transmitting Notice to the Settlement Class. The Settlement Administrator must submit an invoice to Defendant to recover reasonable costs associated with printing and transmitting Notice, and provide Defendant with ACH/wire instructions for payment. Payment of the remaining costs of Notice and Settlement Administration Costs shall be made after the Effective Date as invoiced by the Settlement Administrator.

7.5. The Settlement Administrator shall establish the Settlement Website no later than the day before the Notice Program is 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.

7.6. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class. A Settlement Class Member may opt-out of the Settlement Class at any time during the Opt-Out Period 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 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.

7.7. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award. 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 objection must be submitted no later than the last day of the Objection Period, as specified in the Notice, and the Settlement Class Member must not have excluded himself or herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g.,

Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

7.8.1. the objector's full name, mailing address, telephone number, and email address (if any);

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

7.8.3. 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;

7.8.4. 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 the Application for Attorneys' Fees, Costs, and Service Award, and whether they will appear at the Final Approval Hearing;

7.8.5. the number of times in which the objector's counsel and/or the objector's 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 on the objection issued by the trial and appellate courts in each such listed case;

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

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

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

7.9. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

7.10. The Settlement Administrator will perform an advanced address lookup to ensure up-to-date mailing addresses are being used when sending Postcard Notices to the Settlement Class. If the Settlement Administrator receives notice that Postcard Notices were not delivered, the Settlement Administrator will perform a skip trace and re-mail Notice to an updated mailing address. The Settlement Administrator shall promptly complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

8. CLAIMS PROCESS AND BENEFIT DISBURSEMENT

8.1. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member benefit and how to submit a Claim Form.

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

8.3. 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.

8.4. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate or fraudulent claims. No Settlement Class Member may submit more than one Claim Form other than to remedy deficiencies. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member to determine which Claim Form is the appropriate one for consideration.

8.5. 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 claims 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 the Claimant or deny the claim, subject to the supervision of the Parties and ultimate oversight by the Court.

8.6. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator, and the Settlement Administrator shall advise the Settlement Class Member of the reasons why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, or omitting required information, the Settlement Administrator shall send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 20 days from the date the Notice of Deficiency is sent via mail and postmarked or sent via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation,

the claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant's Counsel and Class Counsel otherwise agree.

8.7. When a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for the following reasons, among others:

8.7.1. Failure to fully complete and/or sign the Claim Form;

8.7.2. Illegible Claim Form;

8.7.3. The Claim Form is fraudulent;

8.7.4. The Claim Form is duplicative of another Claim Form;

8.7.5. The Claimant is not a Settlement Class Member;

8.7.6. The Claimant submitted a timely and valid request to opt-out of the Settlement Class;

8.7.7. 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;

8.7.8. Failure to submit a Claim Form by the Claim Form Deadline; and/or

8.7.9. The Claim Form otherwise does not comply with the requirements of this Agreement.

8.8. If the Settlement Administrator rejects a claim for documented out-of-pocket expenses or losses and such deficiency is not cured, the Settlement Administrator shall consider the claim to be a valid claim for the alternative cash payment.

8.9. The Settlement Administrator's reduction or denial of a Claim is final, subject to agreement by the Parties otherwise.

8.10. The Settlement Administrator shall provide all information gathered in investigating claims, including but not limited to copies of all correspondence 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.

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

8.12. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims after the Claim Form Deadline when the claims process has ended or as soon as all claim deficiencies are resolved, whichever occurs later. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims with one week of receipt of the invoice.

8.13. Promptly after receipt of the payment from Defendant for Valid Claims, but not earlier than the Effective Date, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

8.14. Payments to Settlement Class Members will be made by electronic payment or by paper check. The Claim Form shall give Settlement Class Members the option to select electronic payment. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Paper checks must be negotiated within 120 days of issuance. 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.

9. FINAL APPROVAL ORDER AND FINAL JUDGMENT

9.1. The Class Representative shall file a Motion for Final Approval of the Settlement to be heard at the Final Approval Hearing. At the Final Approval Hearing, the Court may hear argument on Plaintiffs' Motion for Final Approval 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 Member (or their counsel) who objects to this Agreement and/or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objectors submitted timely objections that meet all the requirements listed in this Agreement.

9.2. 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 effectuate the following, among other things:

9.2.1. Determine that the Settlement is fair, adequate, and reasonable;

9.2.2. Finally certify the Settlement Class for settlement purposes only;

9.2.3. Determine that the Notice Program satisfies Due Process requirements;

9.2.4. Affirm appointment of the Class Representative and Class Counsel;

9.2.5. Determine whether to grant the Application for Attorneys' Fees and Service Awards;

9.2.6. 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;

9.2.7. Release the Released Parties from the Released Claims; and

9.2.8. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

10. ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

10.1. **Service Awards.** In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling their obligations and responsibilities to the Settlement Class Members, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for each Class Representative in an amount not to exceed \$2,500 each. Defendant will not oppose the request for any service award to the extent it does not exceed this amount. Defendant moreover will not object to the Class Representative being appointed to that role.

10.2. The Parties did not discuss service awards until after the substantive terms of the settlement had been agreed upon.

10.3. No later than 7 days after the Effective Date, Defendant shall pay or cause to be paid the Court-approved amount of the service award to the Settlement Administrator for onward remittance by the Settlement Administrator to Class Counsel.

10.4. **Attorneys' Fees and Costs.** The Class Representative will move the Court for an order awarding reasonable attorneys' fees and litigation costs, up to a total of \$250,000. Defendant will not oppose the Application for Attorneys' Fees and Costs to the extent it does not exceed this amount.

10.5. Within 7 days of the Effective Date, Defendant shall pay or cause to be paid the Court-approved amount of attorneys' fees and expenses to the Settlement Administrator for onward remittance by the Settlement Administrator to Class Counsel.

10.6. The Parties did not discuss the payment of attorneys' fees, costs, and/or expenses until after the substantive terms of the Settlement had been agreed upon.

10.7. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys' fees and costs and/or service awards shall constitute grounds for cancellation or termination of the Settlement.

11. RELEASES

11.1. Upon Final Approval of this Settlement Agreement, Settlement Class Members release, acquit, and forever discharge the Released Parties of any and all past, present, and future liabilities, rights, demands, suits, actions, obligations, damages, penalties, costs, attorneys' fees, losses, defenses, and remedies of every kind or description in law or in equity, claims and causes of action related to the Data Security Incident, including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. § 45, *et seq.*, and all similar statutes in effect in any states in the United States as defined below; state consumer-protection statutes; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; breach of the covenant of good faith and fair dealing; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief or judgment, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the alleged Data Security Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Action relating to the Data Security Incident. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Agreement, and shall not include the claims of any person who has timely excluded themselves from the Class ("**Released Claims**"). Released Claims include a waiver of the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by the law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

The Releasing Parties also waive the provisions and rights of any laws that are comparable in effect to California Civil Code section 1542 (including, without limitation, 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.

11.2. Settlement Class Members who opt-out of the Settlement prior to the end of the Opt-Out Period do not release their claims and will not obtain any benefits under this Agreement.

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

12. TERMINATION OF SETTLEMENT

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

12.1.1. Court approval of the Settlement consideration and the Releases set forth in this Agreement;

12.1.2. The Court has entered the Preliminary Approval Order;

12.1.3. 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

12.1.4. The Effective Date has occurred.

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

12.3. Defendant shall have the right to terminate the Settlement if more than 5% of the Settlement Class Members opt out of the Settlement. Defendant shall notify Class Counsel of termination within 10 days after the end of the Opt-Out Period.

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

12.5. In the event this Agreement is terminated or fails to become effective, Defendant shall have no right to seek from the Class Representative, Class Counsel, or the Settlement Administrator the Settlement Administration Costs already paid.

13. NO ADMISSION OF LIABILITY

13.1. 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. Each of the claims and contentions alleged in the Action are denied by Defendant, and this Agreement does not constitute any admission of liability or wrongdoing of any kind, by Defendant. Defendant's decision to enter into this Agreement is 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.

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

13.3. 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.

13.4. Neither this Agreement, nor any act performed or document executed pursuant to or in furtherance of the settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Releasing Parties, 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.

13.5. In addition to any other defenses 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.

14. MISCELLANEOUS PROVISIONS

14.1. **Confidentiality.** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications leading to the negotiation and drafting of this Agreement.

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

14.3. **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.

14.4. **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.

14.5. **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.

14.6. **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.

14.7. **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.

14.8. **Governing Law.** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State in which the Court is located, without regard to the principles thereof regarding choice of law.

14.9. **Counterparts.** This Agreement may be executed electronically and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts.

14.10. **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.

14.11. **Notices.** All notices provided for herein shall be sent by email, as follows:

14.11.1. If to Class Representative or Class Counsel:

Lynn A. Toops
CohenMalad, LLP
1 Indiana Square, Suite 1400

Indianapolis, IN 46204
ltoops@cohenmalad.com

14.11.2. If to Defendant or Defendant's Counsel:

Carolyn Purwin Ryan
Mullen Coughlin LLC
426 W Lancaster Avenue, Suite 200
Devon, PA 19333
cpurwinryan@mullen.law

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

14.12. 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, as approved by the Court.

14.13. 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.

14.14. Authority. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all the terms and provisions of this Agreement.

14.15. 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, common law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

14.16. Independent Investigation and Decision to Settle. The Parties understand and acknowledge (a) that they have performed an independent investigation of the allegations of fact and law made in connection with the 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, it 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 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. The Parties' intend to resolve their disputes in connection with the Action pursuant to the terms of this Agreement now. Thus, in furtherance of the Parties' 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.

14.17. **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 the Releases, and fully understands the effect of this Agreement and the Releases.

15. **SIGNATURES**

CLASS REPRESENTATIVE


Hannah Kramer (May 12, 2026 13:05:00 EDT)
HANNAH KRAMER

Dated: May 12, 2026

CLASS COUNSEL


LYNN A. TOOPS

Dated: 5/11/2026

FIRST BAPTIST CHURCH OF HAMMOND, INDIANA, INC.

Title: _____

Dated:

COUNSEL FOR FIRST BAPTIST CHURCH OF HAMMOND, INDIANA, INC.

CAROLYN PURWIN RYAN

Dated:

14.17. **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 the Releases, and fully understands the effect of this Agreement and the Releases.

15. SIGNATURES

CLASS REPRESENTATIVE

HANNAH KRAMER

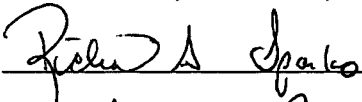
Dated:

CLASS COUNSEL

LYNN A. TOOPS

Dated:

**FIRST BAPTIST CHURCH OF
HAMMOND, INDIANA, INC.**



Title: ASSISTANT PASTOR

Dated: 5/20/26

**COUNSEL FOR FIRST BAPTIST
CHURCH OF HAMMOND, INDIANA,
INC.**

CAROLYN PURWIN RYAN

Dated:

Why am I receiving this notice? A Settlement has been reached with First Baptist Church of Hammond, Indiana, Inc. ("FBC") in a class action lawsuit. The case is about the July 2025 cyberattack on FBC's computers (the "Data Security Incident"). Files containing private information were accessed. FBC denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class as: "All persons whose personally identifiable information was accessed and/or acquired by an unauthorized party as a result of the Data Security Incident."

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

What are the Settlement benefits? You can claim one or more cash payment options.

If you have documented losses, you can get back up to **\$450** for out-of-pocket expenses and up to **\$4,500** for fraud or identity theft losses. If you spent time fixing problems caused by this incident, you can get back \$20/hour for up to four hours (up to **\$80**). *Instead of any other payment option*, you can get a one-time **\$50** alternative cash payment.

Full details and instructions are available online.

How do I receive a benefit? If you are claiming a payment for documented losses, file all of your claims online.

Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call (XXX) XXX-XXXX.

Claims must be submitted online or postmarked by [Claims Deadline].

What if I don't want to participate in the Settlement? If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue FBC for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$250,000, and \$2,500 for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.



CaseID: [CaseID]
SIMID: [SIMID]

Exhibit 1



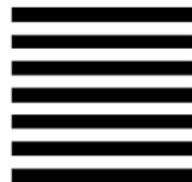
www.[SettlementWebsite].com



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

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



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



First-Class
Mail
US Postage
Paid
Permit #__

**IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE JULY 2025
FIRST BAPTIST CHURCH OF HAMMOND,
INDIANA, INC., DATA SECURITY INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS AND ENTITLE
YOU TO BENEFITS AND A CASH PAYMENT.**

You are not being sued.

«IMbFullBarcodeEncoded»

«City», «State» «Zip»

[illegible]

CaselD: [CaselD]
SIMID: «SIMID»

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Kramer v. First Baptist Church of Hammond, Indiana, Inc.
Case No. 45D01-2509-CE-62
Indiana Commercial Court in the Lake County Superior Court

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE JULY 2025
FIRST BAPTIST CHURCH OF HAMMOND, INDIANA, INC., DATA SECURITY
INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR
RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with First Baptist Church of Hammond, Indiana, Inc. (“FBC” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on FBC's computer systems that occurred in July 2025 (the “Data Security Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as names and Social Security numbers.
- The lawsuit is called *Kramer v. First Baptist Church of Hammond, Indiana, Inc.*, Case No. 45D01-2509-CE-62. It is pending in the Indiana Commercial Court in the Lake County Superior Court (the “Litigation”).
- FBC denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- FBC's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from FBC.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

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

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

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
WHO IS IN THE SETTLEMENT	4
THE SETTLEMENT BENEFITS.....	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS	6
THE LAWYERS REPRESENTING YOU	6
EXCLUDING YOURSELF FROM THE SETTLEMENT	7
COMMENTING ON OR OBJECTING TO THE SETTLEMENT.....	7
THE COURT’S FINAL APPROVAL HEARING	8
IF I DO NOTHING	9
GETTING MORE INFORMATION	9

Basic Information

1. Why was this Notice issued?

The Indiana Commercial Court in the Lake County Superior Court, 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 *Kramer v. First Baptist Church of Hammond, Indiana, Inc.*, Case No. 45D01-2509-CE-62. It is pending in the Indiana Commercial Court in the Lake County Superior Court. The person that filed this lawsuit is called the “Plaintiff” (or “Class Representative”) and the company they sued, First Baptist Church of Hammond, Indiana, Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the July 2025 targeted cyberattack on FBC'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 from the settlement. In this Settlement, the Class Representative is Hannah Kramer. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “All persons whose personally identifiable information was accessed and/or acquired by an unauthorized party as a result of the Data Security Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) FBC and its officers, directors, and related companies; (2) governmental entities; (3) the Judge in this case, and the Judge’s family and staff; and (4) anyone who validly excludes themselves from the Settlement.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: FBC Data Security 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?

FBC has agreed to provide a number of different cash payment options, which are explained below.

Reimbursement for Ordinary Documented Out-of-Pocket Expenses. If you incurred actual, documented out-of-pocket expenses due to the Data Security Incident, you can get back up to **\$450.00**. The losses must have occurred between July 1, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

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

Reimbursement for Extraordinary Documented Out-of-Pocket Losses. If you lost money because of identity theft or fraud, you can get back up to **\$4,500.00**.

You will need to show that:

- the theft or fraud was probably caused by the Data Security Incident
- the losses are not already covered by **Ordinary Documented Out-of-Pocket Expenses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between July 1, 2025, and [Claims Deadline].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

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

Lost Time. Class Members who spent time responding to the Data Security Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

You must have spent the time on tasks related to the Data Security Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Security Incident

You must briefly describe how you spent this time.

Alternative Cash Payment. *Instead of any other cash payment option*, you may claim a one-time **\$50.00** 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: (XXX) XXX-XXXX
- By mail: FBC Data Security Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

If you stay in the class, you won't be able to be part of any other lawsuit against FBC about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section 11) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

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

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

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Lynn A. Toops and Amina A. Thomas of CohenMalad, LLP, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$250,000.00 as reasonable attorneys' fees and reimbursement of litigation costs. This amount will be paid by FBC.

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

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called "opting out." If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue FBC on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

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

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

- (1) the name of the Litigation: *Kramer v. First Baptist Church of Hammond, Indiana, Inc.*, Case No. 45D01-2509-CE-62, pending in the Indiana Commercial Court in the Lake County Superior Court;

- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

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

Your Request for Exclusion must be submitted, postmarked, or emailed by [Opt-Out Deadline].

Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the Litigation: *Kramer v. First Baptist Church of Hammond, Indiana, Inc.*, Case No. 45D01-2509-CE-62, pending in the Indiana Commercial Court in the Lake County Superior Court;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (5) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;
- (6) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (7) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (8) your signature (if you have hired your own lawyer, their signature is not sufficient).

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

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection to the Settlement Administrator.

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

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Central Time, in Room **[Court Room]** of the Indiana Commercial Court in the Lake County Superior Court, at **[Court Address]**.

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

If you are a 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](http://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](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: FBC Data Security Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

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

CLAIM FORM AND RELEASE

INDIANA COMMERCIAL COURT IN THE LAKE COUNTY SUPERIOR COURT

Kramer v. First Baptist Church of Hammond, Indiana, Inc.

Case No. 45D01-2509-CE-62

FBC Data Security Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

XXX-XXX-XXXX
info@[SettlementWebsite].com
www.[SettlementWebsite].com

TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class this way: "All persons whose personally identifiable information was accessed and/or acquired by an unauthorized party as a result of the Data Security Incident."

Excluded from the Settlement Class are: (1) FBC and its officers, directors, and related companies; (2) governmental entities; (3) the Judge in this case, and the Judge's family and staff; and (4) anyone who validly excludes themselves from the Settlement.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.

 **Claims must be received or postmarked by [Claims Deadline]** 

Paper Claim Forms must be mailed through the United States Postal Service, so that they are received or postmarked by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Claims Administrator
FBC Data Security Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at ww.[SettlementWebsite].com.
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

AVAILABLE BENEFITS

FBC has agreed to provide a number of different cash payment options, which are explained below.

Reimbursement for Ordinary Documented Out-of-Pocket Expenses. If you incurred actual, documented out-of-pocket expenses due to the Data Security Incident, you can get back up to **\$450.00**. The losses must have occurred between July 1, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

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

Reimbursement for Extraordinary Documented Out-of-Pocket Losses. If you lost money because of identity theft or fraud, you can get back up to **\$4,500.00**.

You will need to show that:

- the theft or fraud was probably caused by the Data Security Incident
- the losses are not already covered by **Ordinary Documented Out-of-Pocket Expenses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between July 1, 2025, and [Claims Deadline].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

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

Lost Time. Class Members who spent time responding to the Data Security Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

You must have spent the time on tasks related to the Data Security Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Security Incident

You must briefly describe how you spent this time.

Alternative Cash Payment. *Instead of any other cash payment option, you may claim a one-time **\$50.00** 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:

Online: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)
By email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
By toll-free call: **XXX-XXX-XXXX**
By mail: Claims Administrator
FBC Data Security Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958



THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



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

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



Claims must be received by **[Claims Deadline].**



If you contact information changes after you submit your claim, notify the Claims Administrator.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If you contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

MI

[illegible]

Class Member Last Name

[illegible]

Entity Name (if Class Member is not an individual)

[illegible]

Address 1 (street name and number)

[illegible]

Address 2 (apartment, unit, or box number)

[illegible]

ZIP

[illegible]

Email Address

[illegible]**Telephone Number**

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Login ID (if known)

[illegible]

II. REIMBURSEMENT FOR ORDINARY DOCUMENTED OUT-OF-POCKET EXPENSES

- ☐ Check this box if you would like to claim reimbursement for documented out-of-pocket expenses. You can get back up to \$450.00.

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

Description of Documentation Provided	Amount
<i>Example: Fee for credit report</i>	<i>\$40</i>
TOTAL CLAIMED:	

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

III. REIMBURSEMENT FOR EXTRAORDINARY DOCUMENTED OUT-OF-POCKET LOSSES

- ☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$4,500.00.

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

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

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

IV. LOST TIME

If you spent time fixing problems caused by Data Security Incident, please select how many hours (up to four) you spent. You must briefly describe how you spent this time.

I spent (select only **one**): ☐ 1 hour (\$20.00) ☐ 2 hours (\$40.00) ☐ 3 hours (\$60.00)
☐ 4 hours (\$80.00)

Describe what you spent this time on: _____

V. ALTERNATIVE CASH PAYMENT

☐ Check this box if you want to claim a one-time \$50.00 cash payment.

DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTIONS II, III, OR IV.

VI. PAYMENT SELECTION

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

 PAYPAL

Email address associated with your PayPal account, if different than you provided in Section I:

[illegible]

VENMO

Telephone number associated with your Venmo account, if different than you provided in Section I:

			-				-				
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ZELLE

Email address associated with your Zelle account, if different than you provided in Section I:

[illegible]

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

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☐ **VIRTUAL PREPAID CARD**

Email address where you want to receive your prepaid card, if different than you provided in Section I:

[illegible]

PHYSICAL CHECK

Payment will be mailed to the address provided in Section 1.

VII. ATTESTATION AND 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.

Class Member Signature

--

MM

--	--

DD

--	--

YY

--	--

Please print or type your name on the line above.

INDIANA COMMERCIAL COURT

STATE OF INDIANA)
)
LAKE COUNTY) LAKE COUNTY SUPERIOR COURT 1
 CAUSE NO. 45D01-2509-CE-62

HANNAH KRAMER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

FIRST BAPTIST CHURCH OF HAMMOND,
INDIANA, INC.,

Defendant.

PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement, and the Court, being duly advised, hereby GRANTS the motion and ORDERS as follows:

1. **Certification of the Settlement Class.** The class action Settlement Agreement and Release filed with the Court (the “Settlement”) provides for a Settlement Class defined as follows:

All persons whose personally identifiable information was accessed and/or acquired by an unauthorized party as a result of the Data Security Incident.¹

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; and (c) Judge(s) assigned to the Action, the Judge’s immediate family, and Court staff; and (d) all those who validly opt out of this Settlement.

¹ The “Data Security Incident” is defined as the unauthorized access to Defendant’s information systems that occurred in July 2025.

The Court finds that the proposed Settlement Class meets the requirements for class certification under Indiana Trial Rules 23(A) and 23(B)(3) and hereby certifies the Settlement Class.

Specifically, the Court finds that:

- a. the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable, as the Settlement Class contains substantially more than 40 persons;
- b. there are issues of law and fact that are common to the Settlement Class, as all class claims relate to the same Data Security Incident;
- c. the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representative seeks similar relief as the claims of the Settlement Class Members;
- d. the Class Representative will fairly and adequately protect the interests of the Settlement Class as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this litigation on behalf of the Settlement Class;
- e. questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members, as all claims relate to the same Data Security Incident; and
- f. a class action and class settlement is superior to other methods available for a fair and efficient resolution of this litigation.

2. **Appointment of Class Counsel and the Class Representative.** Plaintiff and Plaintiff's Counsel have diligently represented the Settlement Class in the litigation and settlement. Accordingly, the Court appoints Lynn A. Toops and Amina A. Thomas of CohenMalad, LLP, as Class Counsel and appoints Plaintiff Hannah Kramer as Class Representative.

3. **Appointment of the Settlement Administrator.** The Court appoints Simpluris, Inc. as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement

requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

4. **Preliminary Approval of the Settlement.** Upon preliminary review, the Court finds the Settlement is within the range of a fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class. Accordingly, the Court grants preliminary approval to the Settlement. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms'-length negotiations between the parties, the absence of any collusion, and the effectiveness of the proposed method for distributing relief to the Settlement Class.

5. **Notice to Class Members.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement: (a) constitutes the best notice practicable; (b) is reasonably calculated to apprise Settlement Class Members of the pendency of the litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement; (c) is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members; and (d) meets all applicable requirements of law, including Trial Rule 23(C) and Due Process. Accordingly, the Court approves the proposed form, content, and method of notice set forth in the Settlement and directs the parties and the Settlement Administrator to implement notice in accordance with the Settlement. Non-material modifications to the notices and claim form may be made by the Settlement Administrator in consultation and agreement with the parties and without further order of the Court.

6. **Exclusion from the Settlement Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must request exclusion within the Opt-Out Period and comply with the instructions for exclusion set forth in the notices. Any Settlement Class Member who does not do so will be a member of the Settlement Class and will be bound by all orders entered relating to the Settlement.

7. **Objections from the Settlement Class Members.** Any Settlement Class Member who is not excluded from the Settlement Class may object to the Settlement or any part of it by submitting a timely written notice of the objection by the Objection Deadline and in compliance with the directions in the notice. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and to object to the Settlement, and shall be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the litigation.

8. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2026, at the Lake Superior Court No. 1 in person or via videoconference for purposes of considering final approval of the Settlement and awards of attorneys' fees, expenses, and service award. The Court reserves the right to adjourn or continue the Final Approval Hearing without further written notice to the Settlement Class, but any revised dates shall be posted on the Settlement Website.

DONE AND ORDERED on this ____ day of _____, 2026.

JUDGE