

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
SOUTHERN DIVISION**

*In re: Furniture Mart, USA, Inc.
Data Breach Litigation*

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Case No. 4:25-cv-04018-RAL

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is made and entered into by and among the following Settling Parties:¹ (i) Christine Logan, Gabriel Hilmar, and Austin Hinkle, individually and on behalf of the Settlement Class, by and through their counsel Federman & Sherwood and Ellzey Kherkher Sanford Montgomery, LLP respectively; and (ii) Furniture Mart, USA, Inc. by and through its counsel of record, O'Hagan Meyer LLC. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions hereof.

I. THE CLASS ACTION LAWSUIT

FMUSA is a South Dakota corporation with its principal place of business in Sioux Falls, South Dakota. FMUSA discovered suspicious activity related to some of its computer systems and immediately launched an investigation, with the assistance of third-party forensic specialists, to determine the nature and scope of the activity. The investigation determined that an unauthorized criminal actor had accessed certain files stored on FMUSA's network on November 3, 2024. FMUSA then undertook a comprehensive review of the contents of the data determined to be at risk to assess the information present and to whom it related. By December 2, 2022, FMUSA determined that the potentially impacted files contained certain personal information of a number

¹ Definitions are set forth in Section IV(1) of this Agreement.

of individuals that included individuals' names, Social Security numbers, and dates of birth. In January of 2025, FMUSA began providing formal written notice of the Data Breach to individuals whose Personal Information may have been accessed in connection therewith. FMUSA provided notice to a total of 10,684 individuals.

On or about April 7, 2025, Representative Plaintiffs filed a Consolidated Class Action Complaint in the United States District Court for the District of South Dakota, captioned: *IN RE: FURNITURE MART, USA, INC. DATA BREACH LITIGATION*, No. 4:25-CV-04018-RAL. In the Lawsuit, the Representative Plaintiffs allege that they received notice from FMUSA that their Personal Information may have been accessed by an unauthorized third-party criminal in connection with the Data Breach. Representative Plaintiffs allege they suffered damages as a result of the potential access to their Personal Information in connection with the Data Breach and they claim to seek redress from themselves and the other individuals who received notice that their Personal Information may have been accessed by a third-party criminal in connection with the Data Breach ("Settlement Class Members").

II. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING

Representative Plaintiffs believe that the claims asserted in the Lawsuit, as set forth in the Consolidated Class Action Complaint, have merit. Representative Plaintiffs and Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Lawsuit against FMUSA through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Lawsuit. They have determined that the terms set forth

in this Settlement Agreement are fair, reasonable, and adequate, and in the best interests of the Representative Plaintiffs and the Settlement Class Members.

III. DENIAL OF WRONGDOING AND LIABILITY

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

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class Members, Class Counsel, and FMUSA that, subject to the approval of the Court, the Lawsuit and the Released Claims shall be finally and fully compromised, settled, and released, and the Lawsuit shall be dismissed with prejudice as to the Settling Parties and the Settlement Class Members, except those Settlement Class Members who timely opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions.

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

1.1. “Agreement” or “Settlement Agreement” means this Settlement Agreement, including all exhibits, between Plaintiffs and Defendant.

1.2. “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.

1.3. “Claims Administration” means providing notice, in accordance with the terms of this Settlement Agreement, to the Settlement Class Members, and the processing and payment of approved claims received from Settlement Class Members by the Claims Administrator.

1.4. “Claims Administrator” means a company experienced in administering class Lawsuit claims generally and specifically those of the type provided for and made in data breach litigation, to be jointly agreed upon by the Settling Parties and approved by the Court.

1.5. “Claims Deadline” means the postmark or submission deadline for valid claims, which shall be no more than ninety (90) days from the date Notice is sent to Settlement Class Members.

1.6. “Claim Form” means the form that the Settlement Class Members must complete and submit on or before the Claims Deadline in order to be eligible for the benefits described herein. The Claim Form shall be reformatted by the Claims Administrator in order to permit the option of filing of claims electronically. The Claim Form shall require a sworn signature or electronic verification under penalty of perjury, but shall not require a notarization. The Settling Parties’ proposed Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.7. “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.8. “Court” means the United States District Court for the District of South Dakota.

1.9. “Data Breach” means the cyber event allegedly suffered by FMUSA wherein an unauthorized third-party potentially accessed and/or acquired files containing the Personal Information of approximately 10,684 individuals who are or were employees of FMUSA or who

otherwise tendered Personal Information to FMUSA. The Personal Information potentially exposed in the potential Data Breach may have included individuals' names, Social Security numbers, and dates of birth.

1.10. "Defendant" or "FMUSA" means Furniture Mart, USA, Inc.

1.11. "Defendant's Counsel" or "FMUSA's Counsel" means O'Hagan Meyer LLC.

1.12. "Dispute Resolution" means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.13. "Effective Date" means the first date by which all of the events and conditions specified in Section 14 herein have occurred and been met.

1.14. "Facially Valid" means a Claim Form that satisfies the following criteria: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any necessary documentation to reasonably support the claimant's class membership and the expenses claimed; and (3) the submitted information is sufficient for a reasonable person to conclude that it is more likely than not that the claimant incurred the claimed losses as a result of the Data Breach.

1.15. "Final" means the occurrence of all of the following events: (i) the Settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service

award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.16. “Final Fairness Hearing” means the hearing at which the Court will consider and finally decide whether to finally approve the Settlement Agreement and at which the Court will consider Class Counsel’s request for payment of attorneys’ fees, cost, and expenses, and Service Awards. Settling Parties will recommend that the Final Approval Hearing be scheduled no earlier than one-hundred and sixty (160) days after the entry of the Preliminary Approval Order.

1.17. “Judgment” means a judgment rendered by the Court, in the form attached hereto as **Exhibit F**, or a judgment substantially similar to such form.

1.18. “Lawsuit” means the above-captioned consolidated action filed by Representative Plaintiffs in the United States District Court for the District of South Dakota, *IN RE: FURNITURE MART, USA, INC. DATA BREACH LITIGATION*, No. 4:25-CV-04018-RA.

1.19. “Long Form Notice” means a multiple-page detailed summary of the Settlement that explains the Lawsuit, the Settlement Agreement, and Settlement Class Members’ options. The Settling Parties’ proposed Long Form Notice is attached as **Exhibit C** to this Settlement Agreement.

1.20. “Notice” means the written notice to be sent to the Settlement Class Members or published on the Settlement Website pursuant to the Preliminary Approval Order.

1.21. “Notice Commencement Date” means thirty (30) days after the entry of the Preliminary Approval Order.

1.22. “Notice Plan” means the notice plan described in Section 7.

1.23. “Objection Date” means the date by which Settlement Class Members must file with the Court and mail to Class Counsel and counsel for FMUSA their objection to the Settlement

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

1.24. “Opt-Out Date” means the date by which a Settlement Class Member must submit via postal mail his or her request for exclusion from the Settlement to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Commencement Date.

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

1.26. “Personal Information” means a Person(s)’ name(s) and Social Security number(s) or date(s) of birth.

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

1.28. “Plaintiffs’ Counsel” or “Class Counsel” means Federman & Sherwood and Ellzey Kherkher Sanford Montgomery, LLP.

1.29. “Related Entities” means FMUSA and their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of FMUSA’s predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named

as a defendant in any of the actions in the Lawsuit, 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 potential Data Breach or who pleads *nolo contendere* to any such charge.

1.30. “Released Claims” shall collectively mean any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, or are based upon the Data Breach and/or the disclosure of Personal Information in connection with or resulting from the Data Breach, including, but not limited to negligence, negligence *per se*, breach of implied contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment, invasion of privacy, breach of fiduciary duty, any state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, and all relevant statutes in effect in any states in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, or relate to the exposure of Personal Information in the potential Data Breach, including conduct that was alleged or could have been alleged in the Lawsuit, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies

relating to, based upon, resulting from, or arising out of the disclosure of Personal Information, which the Class Representatives or any member of the Settlement Class ever had, now has, or hereinafter may have up to the entry of the Final order and judgment in this Lawsuit against the “Released Persons.” Released Claims shall not include the right of Representative Plaintiffs, Settlement Class Members, or any Released Person to enforce the terms of the Settlement Agreement. Nothing in this Release is intended to, does, or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the potential Data Breach and/or the facts alleged in the Lawsuit. Released Claims shall include Unknown Claims as defined in ¶ 1.31. Released Claims shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.31. “Released Persons” means FMUSA and their Related Entities.

1.32. “Representative Plaintiffs” means Christine Logan, Gabriel Hilmar, and Austin Hinkle.

1.33. “Settlement Claim” means a claim for Settlement benefits made under the terms of this Settlement Agreement.

1.34. “Settlement Class” means all individuals residing in the United States whose Personal Information was potentially compromised in the Data Breach. The Settlement Class specifically excludes: (i) FMUSA and any of its parents, subsidiaries, affiliates, officers and directors, and any entity in which FMUSA has a controlling interest; (ii) all individual who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Lawsuit; (v) all judges assigned to hear any aspect of the

Lawsuit, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the potential Data Breach, or who pleads *nolo contendere* to any such charge.

1.35. “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.36. “Settling Parties” means, collectively, FMUSA and the Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.37. “Short Form Notice” means the brief, one-page summary of the Settlement that highlights key information about the Lawsuit, the Settlement Agreement, and Settlement Class Members’ options. The Settlement Website address and the fact that the Long Form Notice and a Claim Form are available through the Settlement Website shall be included in the Short Form Notice sent to Settlement Class Members. The Settling Parties’ proposed Short Form Notice is attached as **Exhibit B** to this Settlement Agreement.

1.38. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including the Representative Plaintiffs, does not know or suspect to exist in his or her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement.

Settlement Class Members, including Representative Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled

and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.39. “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

1.40. “Valid Claim(s)” means Settlement Claim(s) in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Class Certification. 2.1. The Settling Parties agree, for purposes of this Settlement only, to the certification of the Settlement Class. If the Settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Lawsuit shall proceed as though the Settlement Class had never been certified, without prejudice to any Person’s or Settling Party’s position on the issue of class certification or any other issue. The Settling Parties’ agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

3. Settlement Benefits.

3.1. Claims-Made: Subject to the terms of this Settlement Agreement, the Released Entities shall make available the following Settlement benefits—on a wholly claims-made basis—to Settlement Class Members who do not timely and validly opt-out of participation in this

Settlement:

(a) Documented Losses. All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible to receive reimbursement for unreimbursed documented out-of-pocket losses reasonably related to the Data Breach, not to exceed \$4,500.00 per Settlement Class Member. This includes, but is not limited to: (i) unreimbursed losses relating to fraud or identity theft; (ii) unreimbursed credit monitoring costs that were incurred on or after the date of the Data Breach through the date of claim submission; and (iii) unreimbursed bank or credit card fees, long distance phone charges, postage, or gasoline for local travel; and (iv) unreimbursed interest and fees on payday loans taken as a result of the Data Breach. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented out-of-pocket losses reasonably related to the Data Breach or to mitigating the effects of the Data Breach. The Claims Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Data Breach. Settlement Class Members with expense reimbursement claims must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

(b) Lost Time. Settlement Class Members who spent time remedying issues related to the Data Breach can receive reimbursement for up to four (4) hours of lost time at a rate of \$25.00 per hour with an attestation that they spent the claimed time responding to issues raised by the Data Breach. No documentation other than the attestation, Claim Form and a description of their actions shall be required for members of the Settlement Class to receive compensation for

attested time spent. Claims made for time spent will be subject to and be applied against the \$4,500.00 individual cap for Documented Losses. Qualifying time spent may include, without limitation, (i) changing passwords on potentially impacted accounts; (ii) monitoring for or investigating suspicious activity on potentially impacted medical, financial, or other accounts; (iii) contacting a medical provider or financial institution to discuss suspicious activity; (iv) signing up for identity theft or fraud monitoring; or (v) researching information about the Data Breach, its impact, or how to protect themselves from harm.

3.2. Alternative Cash Payment. In lieu of reimbursement for Documented Losses and Lost Time, Settlement Class Members may request an Alternative Cash Payment of \$75.00.

3.3. Credit Monitoring. All Settlement Class Members are eligible to enroll in three (3) years of credit monitoring services through one credit bureau, upon submission of a Valid Claim. Each Settlement Class Member who submits a Valid Claim for Credit Monitoring shall receive an activation code, as set forth below in Section 5. All Claim Forms must be verified by the claimant with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required. If the Settlement Class Member seeks the reimbursement option, the Settlement Class Member must attest that the out-of-pocket expenses and charges claimed were incurred as a result of the Data Breach or to mitigating the effects of the Data Breach. Failure to provide supporting attestation and documentation as requested on the Claim Form, and after a reasonable opportunity to cure after notice from the Claims Administrator as described below, shall result in denial of a claim, and the claim will be processed as a request to receive an Alternative Cash Payment. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in Section 4.

To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline. The Notice will specify this deadline and other relevant dates described herein.

3.4. Notice and Costs of Claims Administration: All costs associated with notice to the Settlement Class as required under this Settlement Agreement, and Costs of Claims Administration shall be paid by the Released Entities pursuant to their agreed to allocation and will be paid separate and apart from any other sums agreed to under this Settlement Agreement.

3.5. Attorney's Fees, Costs, and Expenses. Payment of attorneys' fees, costs, and expenses will be made in accordance with Section 11 below and will be paid by the Released Entities separate and apart from any other sums agreed to under this Settlement Agreement.

3.6. Service Awards. Payment of any Service Awards to the Representative Plaintiffs will be made in accordance with Section 11 below which shall be paid by the Released Entities separate and apart from any other sums agreed to under this Settlement Agreement.

4. Dispute Resolution for Claims.

4.1. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

4.2. Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid.

If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action, and the claim will be processed as a request to receive an Alternative Cash Payment.

4.3. Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final, non-appealable determination.

4.4. The Released Entity shall have the right to audit all claims submitted should the claims rate exceed 10% of the Settlement Class Members eligible to submit a claim.

5. Claims Administration.

5.1. The Released Entities shall pay all costs associated with the Claims Administrator, including, without limitation, Costs of Claims Administration and Notice, in their entirety and in accordance with this Settlement Agreement.

5.2. The Settling Parties have agreed to request that the Court appoint Simpluris, Inc. as Claims Administrator. Once approved by the Court, the Claims Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require.

5.3. The Claims Administrator will cause the Notice Plan to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court. The Claims Administrator may request the assistance of the Settling Parties to facilitate providing notice and to accomplish such other purposes as may be approved by FMUSA's Counsel and Class Counsel. The Settling Parties shall reasonably cooperate with such requests.

5.4. Notice to Settlement Class Members shall be provided in accordance with the Notice Plan described in Section 7 of this Settlement Agreement. The Notice Plan shall be subject to Court approval to ensure it satisfied constitutional due process requirements.

5.5. Settlement Website: The Claims Administrator shall establish and maintain a dedicated settlement website throughout the claim period. The Settlement Website will include the Court-approved Notices, Claim Form, this Settlement Agreement and copies of any Orders entered by the Court related to this Settlement Agreement. Class Counsel and FMUSA's Counsel shall agree on all information and documents to be posted on the Settlement Website.

5.6. Toll-Free Help Line: A toll-free help line, staffed with an adequate number of live operators, shall be made available to address inquiries from Settlement Class Members. Upon request, the Claims Administrator will also provide copies of the Court-approved Notices, Claim Form, as well as this Settlement Agreement.

5.7. Activation Code for Credit Monitoring: The Claims Administrator shall, within forty-five (45) days of the Effective Date, send an activation code to each Settlement Class Member who submitted a Valid Claim for Credit Monitoring that can be used to activate Credit Monitoring provided for under Section 3.2 of this Agreement. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Codes will be active for one-hundred and eighty (180) days after they are sent or mailed and may be used to activate the full term if used at any time during that 180-day period. The provider shall provide Credit Monitoring to all valid claimants who timely activate those services for a period of two (2) years from the date of activation.

5.8. Information Required to Facilitate Approval of Settlement: Prior to the Final Fairness Hearing, Class Counsel and FMUSA's Counsel shall cause to be filed with the Court an

appropriate affidavit or declaration confirming compliance with the Notice Plan set forth in this Agreement. The Claims Administrator shall provide any necessary and appropriate affidavits and/or declarations requested by the Settling Parties to support this filing.

5.9. Modifications to the Notices and Claim Form: The Notices and Claim Form approved by the Court may be adjusted by the Claims Administrator, in consultation and agreement with the Settling Parties or their Counsel, provided such modifications are reasonable and consistent with the Court's approval.

6. Administration of Claims.

6.1. The Claims Administrator will carry out Claims Administration in accordance with the terms of this Settlement Agreement, any additional procedures agreed upon by Class Counsel and FMUSA's Counsel, and under the supervision and direction of the Court, as circumstances may require.

6.2. To make a claim for any of the Settlement Benefits described above in Section 3, a Settlement Class Member must complete and submit a valid and timely Claim Form. Claim Forms shall be submitted either by U.S. mail or electronically through the Settlement Website and must be postmarked or submitted on or before the Claim Deadline.

6.3. The Claims Administrator will review and evaluate each Claim Form, including any required documentation submitted for timeliness, completeness, and validity.

6.4. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether a submitted claim form is Facially Valid. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims

made for insurance benefits and claims previously made for identity theft and the resolution thereof (“Claim Supplementation”).

6.5. The Claims Administrator will maintain records of all Claim Forms submitted until the later of (a) one-hundred and eighty (180) days after the Effective Date or (b) the date all Claim Forms have been fully processed. Claim Forms and supporting documentation may be provided to the Court upon request and to Class Counsel and/or FMUSA’s Counsel to the extent requested or necessary to resolve Claims Administration issues pursuant to this Settlement Agreement. FMUSA or the Claims Administrator will provide other reports or information as requested by the Court.

6.6. The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under Section 3, above. Class Counsel and FMUSA shall be given reports as to both claims and distribution. The Claims Administrator’s determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set forth herein.

6.7. Subject to the terms and conditions of this Settlement Agreement, Released Entities shall transmit needed claimant compensation funds to the Claims Administrator, and the Claims Administrator shall mail or otherwise provide payment for Valid Claims.

6.8. Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within forty-five (45) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court) prior to the payment of Valid Claims, FMUSA shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

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

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

6.11. Cashing a Settlement check is a condition precedent to any Settlement Class Member's right to receive Settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until one-hundred and eighty (180) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and FMUSA shall have no obligation to make payments to the Settlement Class Member or expense reimbursement under Section 3, or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one-hundred and eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

7. Notice to Settlement Class.

7.1. The Settling Parties agree that the following Notice Plan provides reasonable notice

to the Settlement Class.

7.2. Notice shall be provided to Settlement Class Members via: (1) direct notice as provided herein; and (2) notice on the Settlement Website.

7.3. Within seven (7) days of the entry of the Preliminary Approval Order, Released Entities shall provide the Claims Administrator with the names, email addresses and mailing addresses of the Settlement Class Members known to them.

7.4. Within thirty (30) days after the entry of the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class in accordance with this Notice Plan and subject to the requirements of this Agreement and the Preliminary Approval Order.

7.5. Notice shall be sent to Settlement Class Members via e-mail, unless an e-mail address is unknown or undeliverable, in which case Notice shall be sent via U.S. mail.

7.6. If any mailed Notice is returned by the Postal Service as undeliverable, the Claims Administrator shall remail the Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Where the undeliverable mailed Notice is returned without a forwarding address, the Claims Administrator shall make reasonable efforts to ascertain the correct address of the Settlement Class Member whose Notice was returned as undeliverable and remail the Notice. Other than as set forth in the preceding sentence, neither the Settling Parties nor the Claims Administrator shall have any obligation to remail a Notice to a Settlement Class Member.

7.7. The Notice sent to Settlement Class Members, either by email or mail, will consist of a Short Form Notice. The Claims Administrator shall have the discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Short Form Notices are mailed, Class Counsel and FMUSA's Counsel shall first be provided with a

proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court.

7.8. No later than thirty (30) days following entry of the Preliminary Approval Order, and prior to the mailing of the Notice to Settlement Class Members, the Claims Administrator will create a dedicated Settlement Website. The Claims Administrator shall cause the Complaint, the Short Form Notice, the Long Form Notice, and the Claim Form, as approved by the Court, as well as this Settlement Agreement, to be made available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Class Counsel and FMUSA's Counsel, which approval shall not be unreasonably withheld. The Settlement Website address and the fact that the Long Form Notice and a Claim Form are available through the Settlement Website shall be included in the Short Form Notice sent to Settlement Class Members.

7.9. The Settlement Website shall be maintained and updated until thirty (30) days after Final Order and Judgment.

7.10. Claim Forms shall be returned or submitted to the Claims Administrator via U.S. mail or submitted through the Settlement Website by the Claim Deadline set by the Court or be forever barred.

7.11. The Released Entities shall pay the entirety of the costs of Claims Administration and the costs of providing Notice to the Settlement Class in accordance with the Preliminary Approval Order.

8. Opt-Out Procedures.

8.1. Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent through the Settlement Website or to the designated

Post Office box established by the Claims Administrator. Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

8.2. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

8.3. In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than ten (10) timely and valid Opt-Outs submitted, FMUSA, by notifying Class Counsel in writing, voids this Settlement Agreement. If FMUSA voids the Settlement Agreement pursuant to this paragraph, FMUSA shall be obligated to pay all Settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and Service Awards.

8.4. At least fourteen (14) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to FMUSA's Counsel a complete list of all timely and valid Opt-Out Requests (the "Opt-Out List").

9. Objection Procedures.

9.1. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the

case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of original notice of the Data Breach or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to Class Counsel and to FMUSA's Counsel as set forth below. For all objections mailed to Class Counsel and FMUSA's Counsel, Class Counsel will file them with the Court with a motion requesting final approval of the Settlement

Upon respective Class Counsel via mail and e-mail at:

William B. Federman
Jessica A. Wilkes
FEDERMAN & SHERWOOD
10205 N. Pennsylvania Ave
Oklahoma City, OK 73120
Telephone: (405) 235-1560
wbf@federmanlaw.com
jaw@federmanlaw.com

Leigh S. Montgomery
ELLZEY KHERKHER SANFORD
MONTGOMERY, LLP
4200 Montrose Blvd., Suite 200
Houston, Texas 77006
Phone: (888) 350-3931
lmontgomery@eksm.com

Upon FMUSA's Counsel via mail and e-mail at:

James W. Davidson
O'HAGAN MEYER LLC
One East Wacker Drive
Suite 3400
Chicago, Illinois 60601
Telephone: (312) 422-6100
jddavidson@ohaganmeyer.com

9.2. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth herein.

10. Releases.

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

10.2. Upon the Effective Date, FMUSA shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, the Representative Plaintiffs, each and all of the Settlement Class Members, and Class Counsel, of all

claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims, except for enforcement of the Settlement Agreement. Any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

11. Attorneys' Fees, Costs, and Expenses; Service Awards to Representative Plaintiffs.

11.1. Attorneys' fees, costs, and expenses of Class Counsel, and service awards to the Class Representatives, shall be paid by the Released Entity as set forth herein, subject to Court approval.

11.2. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to the Representative Plaintiffs until after the substantive terms of the Settlement had been agreed upon, other than that FMUSA would pay reasonable attorneys' fees, costs, expenses, and service awards to the Representative Plaintiffs as may be agreed to by FMUSA and the Class Counsel and/or as ordered by the Court. FMUSA and Class Counsel then negotiated and agreed to the procedure described herein.

11.3. Attorney Fees, Costs, and Expenses: The Settling Parties agree that Class Counsel will file a motion for the Court's approval of attorneys' fees, costs, and expenses in an amount not to exceed Two Hundred and Eighty-Five Thousand Dollars and No Cents (\$285,000.00). FMUSA has agreed to not object to a request for attorneys' fees, costs and expenses in an amount not to exceed Two Hundred and Eighty-Five Thousand Dollars and No Cents (\$285,000.00). If approved by the Court, Released Entities will pay the Court-approved amount for attorneys' fees and costs

up to Two Hundred and Eighty-Five Thousand Dollars and No Cents (\$285,000.00) to an account established by Class Counsel no later than thirty (30) days after the Effective Date. The attorneys' fees and costs will be paid by separate and apart from any other sums agreed to under this Settlement Agreement.

11.4. Service Awards: The Settling Parties agree that each Class Representative will request a Service Award in an amount not to exceed Two Thousand and Five Hundred Dollars and No Cents (\$2,500.00) in recognition of their efforts in the litigation and their commitment to representing the Settlement Class. FMUSA has agreed to not oppose Class Representatives' requests for Service Awards in an amount not to exceed Two Thousand and Five Hundred Dollars and No Cents (\$2,500.00) each. If approved by the Court, Released Entities will pay or cause to be paid the Service Awards to an account established by Settlement Class Counsel. The Service Awards will be paid separate and apart from any other sums agreed to under this Settlement Agreement.

11.5. Timing of Application to Court: Class Counsel will file the motion for approval of the Service Awards and attorneys' fees and expenses with the Court no later than fourteen (14) days prior to the deadlines for a Settlement Class Member to opt out of or object to the Settlement, unless otherwise ordered by the Court.

11.6. Timing of Payment: FMUSA shall pay the Court-approved amount of attorneys' fees, costs, expenses, and service awards to the Representative Plaintiffs to an account established by Class Counsel within thirty (30) days after the entry of an order of Final Approval, regardless of any appeal that may be filed or taken by any Settlement Class Member or third party.

11.7. If this Settlement Agreement is terminated or otherwise does not become Final (e.g., disapproval by the Court or any appellate court), FMUSA shall have no obligation to pay

attorneys' fees, costs, expenses, or service awards and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

11.8. The amount(s) of any award of attorneys' fees, costs, and expenses, and the service awards to the Representative Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Class Counsel or the Representative Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

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

12.1. As soon as practicable after the execution of the Settlement Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement with the Court, with this Settlement Agreement attached as an exhibit, requesting entry of a Preliminary Approval Order, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) the scheduling of a Final Fairness Hearing and briefing schedule for Motion for Final Hearing and Application for a Class Representative Service Awards and Attorneys' Fees and Costs;
- d) appointment of proposed Class Counsel as Class Counsel;
- e) appointment of Representative Plaintiffs as Class Representatives;

- f) approval of (1) a customary Short Form Notice, substantially similar to the one attached hereto as **Exhibit B**, to be sent to Settlement Class Members by email, or if the email is undeliverable, the Short Form Notice will instead be sent by mailed postcard; and (2) a customary Long Form Notice, substantially similar to the one attached hereto as **Exhibit C**, to be posted on the Settlement Website. Together, the Notices shall include a fair summary of the parties' respective litigation positions, the general terms of the Settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;
- g) appointment of a Claims Administrator, or such other provider of claims administrative service, as may be jointly agreed to by the Settling Parties; and
- h) approval of a Claim Form substantially similar to that attached hereto as **Exhibit D**.

12.2. The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

13. Final Approval Hearing.

13.1. Class Counsel and FMUSA's counsel shall request that after notice is completed,

the Court hold a hearing and grant final approval of the Settlement set forth herein.

13.2. The Settling Parties will recommend that the Final Approval Hearing be scheduled no earlier than one-hundred and sixty (160) days after the entry of the Preliminary Approval Order.

13.3. Class Counsel will file with the Court their brief in support of final approval, attorneys' fees and costs and Service Award no later than fourteen (14) days before the Final Approval Hearing, or as directed by the Court.

13.4. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to FMUSA's Counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

13.5. At least twenty-one (21) days prior to the Final Approval Hearing, the Claims Administrator shall provide an appropriate affidavit or declaration detailing its compliance with the Court-approved Notice Plan. This document will be provided to Class Counsel and FMUSA's Counsel for filing with the Court in support of the Settling Parties request for Final Approval of this Settlement Agreement.

13.6. The Settling Parties shall ask the Court to enter a Final Order and Judgment in substantially the same form as **Exhibit F** attached hereto.

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

14.1. The Effective Date of the Settlement shall be conditioned on the occurrence of all of the following events: the Court has entered the Order of Preliminary Approval and publishing of notice of a Final Fairness Hearing;

- a) FMUSA has not exercised its option to terminate the Settlement Agreement;
- b) the Court has entered the Judgment granting final approval to the

Settlement as set forth herein; and

c) the Judgment has become Final.

14.2. In the event that the Settlement Agreement is not approved by the Court or the Settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Lawsuit and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Lawsuit or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, FMUSA shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution above and shall not, at any time, seek recovery of same from any other party to the Lawsuit or from counsel to any other party to the Lawsuit.

15. Miscellaneous Provisions.

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

their best efforts to accomplish the terms and conditions of this Settlement Agreement.

15.2. The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Lawsuit. The Settlement is a compromise of claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the Settlement was negotiated in good faith by the Settling Parties and reflects a Settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Lawsuit was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Lawsuit, except as set forth herein.

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

15.4. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

15.5. The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

15.6. The Settlement Agreement, together with the exhibits attached hereto, constitutes the entire agreement among the Settling Parties regarding the payment of the Lawsuit settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between FMUSA and Representative Plaintiffs in connection with the payment of the Lawsuit settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between FMUSA and Representative Plaintiffs.

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

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

15.9. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

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

15.11. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Settlement Agreement. The Court 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 Settling Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

15.12. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of South Dakota, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of South Dakota.

15.13. As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its;” and “him” means “him, her, or it.” “She” means “she, he, or it;” “hers” means “hers, his, or its;” and “her” means “her, him, or it.” “It” means “it, he, or she, him, or her;” and “its” means “its, his, or hers.”

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

15.15. All agreements made and orders entered during the course of the Lawsuit relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

AGREED TO BY:

PLAINTIFFS AND COUNSEL

 Talley (Apr 23, 2026 09:02:00 CDT)

Plaintiff Christine Logan

Plaintiff Gabriel Hilmar

Plaintiff Austin Hinkle

/s/

William B. Federman

Jessica A. Wilkes

FEDERMAN & SHERWOOD

10205 N. Pennsylvania Ave.

Oklahoma City, OK 73120

T: (405) 235-1560

F: (405) 239-2112

E: jaw@federmanlaw.com

E: wbf@federmanlaw.com

Counsel for Plaintiff Hilmar and the Proposed Class

/s/


Leigh S. Montgomery

Texas Bar No. 24052214

EKSM, LLP

4200 Montrose Blvd., Suite 200

Houston, Texas 77006

Phone: (888) 350-3931

lmontgomery@eksm.com

Counsel for Plaintiff Logan and the Proposed Class

AND

DEFENDANT AND COUNSEL:

Defendant Furniture Mart, USA, Inc.

/s/

James W. Davidson

O'HAGAN MEYER LLC

One East Wacker Drive

Suite 3400

Chicago, Illinois 60601

AGREED TO BY:

PLAINTIFFS AND COUNSEL

Plaintiff Christine Logan

DocuSigned by:



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Plaintiff Gabriel Hilmar

DocuSigned by:



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Plaintiff Austin Hinkle

/s/


William B. Federman

Jessica A. Wilkes

FEDERMAN & SHERWOOD

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Oklahoma City, OK 73120

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Counsel for Plaintiff Hilmar and the Proposed Class

/s/


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Houston, Texas 77006

Phone: (888) 350-3931

lmontgomery@eksm.com

Counsel for Plaintiff Logan and the Proposed Class

AND

DEFENDANT AND COUNSEL:

Defendant Furniture Mart, USA, Inc.

/s/


James W. Davidson

O'HAGAN MEYER LLC

One East Wacker Drive

Suite 3400

Chicago, Illinois 60601

AGREED TO BY:

PLAINTIFFS AND COUNSEL

Plaintiff Christine Logan

Plaintiff Gabriel Hilmar

Plaintiff Austin Hinkle

/s/

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Jessica A. Wilkes
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/s/

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Counsel for Plaintiff Logan and the Proposed Class

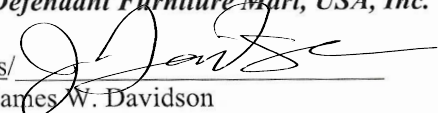
AND

DEFENDANT AND COUNSEL:



Defendant Furniture Mart, USA, Inc.

/s/



James W. Davidson
O'HAGAN MEYER LLC
One East Wacker Drive
Suite 3400
Chicago, Illinois 60601

Telephone: (312) 422-6100

Facsimile: (312) 422.6110

jdavidson@ohaganmeyer.com

Counsel for Furniture Mart, USA, Inc.

Exhibit A

CLAIM FORM AND RELEASE

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH DAKOTA

In re: Furniture Mart, USA, Inc., Data Breach Litigation

Case No. 4:25-cv-04018-RAL

FMUSA Data Breach 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 individuals residing in the United States whose Personal Information was potentially compromised in the Data Breach."

Excluded from the Settlement Class are: (i) FMUSA and any of its parents, subsidiaries, affiliates, officers and directors, and any entity in which FMUSA has a controlling interest; (ii) all individual who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Lawsuit; (v) all judges assigned to hear any aspect of the Lawsuit, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the potential Data Breach, or who pleads *nolo contendere* to any such charge.

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 by [Claims Deadline].** ⬅

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

Claims Administrator
FMUSA Data Breach 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 [www.\[SettlementWebsite\].com](http://www.[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

FMUSA has agreed to pay for a number of different benefits. All Class Members are eligible to claim **credit monitoring** services, and one or more **cash payment** options. These benefits are explained in more detail below.

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

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

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

CASH PAYMENT OPTIONS

Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Breach, you can get back up to **\$4,500.00**. The losses must have occurred between November 3, 2024, and [\[Claims Deadline\]](#).

This benefit covers out-of-pocket expenses like:

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

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the 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 Breach may claim up to four hours, at \$25.00 per hour, for a maximum of **\$100.00**.

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

- changing your passwords

- investigating suspicious activity in your accounts
- researching the Data Breach

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 cash **\$75.00** 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 Claims 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
 FMUSA Data Breach Settlement
 c/o Claims 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**

--	--	--	--

Login ID (if known)[illegible]

II. CREDIT MONITORING

☐ Check this box if you would like to enroll in three years of Credit Monitoring by a credit bureau.

III. DOCUMENTED LOSSES

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

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

Description of Documentation Provided	Amount
<i>Example: Unauthorized bank transfer</i>	\$500
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 Breach, 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 (\$25.00) ☐ 2 hours (\$50.00) ☐ 3 hours (\$75.00)
☐ 4 hours (\$100.00)

Describe what you spent this time on:

V. ALTERNATIVE CASH PAYMENT

- ☐
- Check this box if you want to claim a one-time \$75.00 cash payment.

DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION 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 PayPal 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 Claims Administrator before my claim is considered complete and valid.

Class Member Signature

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MM

------	------

DD

------	------

YY

------	------

Please print or type your name on the line above.

Exhibit B

TO: «Email Address»
FROM: “FMUSA Data Breach Settlement” «info@[SettlementWebsite].com»
SUBJECT: FMUSA Data Breach Settlement – You are Eligible to File a Claim

LEGAL NOTICE

In re: Furniture Mart, USA, Inc., Data Breach Litigation
Case No. 4:25-cv-04018-RAL
United States District Court for the District of South Dakota

**IF YOUR PERSONAL INFORMATION WAS COMPROMISED IN THE NOVEMBER 2024
FURNITURE MART, USA, INC. DATA BREACH,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO 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.*

Dear «First» «Last»:

A Settlement has been reached with Furniture Mart, USA, Inc. (“FMUSA”) in a class action lawsuit about the November 2024 cyberattack on FMUSA's computers (the “Data Breach”). Files containing personal information were accessed.

FMUSA 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 at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Who is included in the Settlement? The Court has defined the class as: “All individuals residing in the United States whose Personal Information was potentially compromised in the Data Breach.”

The Court has appointed an experienced attorney, called Class Counsel, to represent the Class.

What are the Settlement benefits? You can claim three years of **Credit Monitoring** by a credit bureau and one or more **cash payment** option.

If you have documented losses you can get back up to **\$4,500**. If you spent time fixing problems caused by this incident, you can get back \$25/hour for up to four hours (up to **\$100**).

Instead of any other cash payment, you can get a one-time \$75 Alternative Cash Payment. Full details and instructions are available online.

How do I receive a benefit? Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to submit your claim.

To receive a paper copy and submit by US Mail, call **XXX-XXX-XXXX**, or email your request to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com). **Claims must be submitted online, mailed, or emailed by [Claims Deadline]**.

What if I don't want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you must exclude yourself by [**Opt-Out Deadline**] or you will not be able to sue FMUSA for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [**Objection Deadline**]. The Settlement Agreement, available on the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on [**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 \$285,000.00, and \$2,500.00 for Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice email is only a summary. For more information, call **XXX-XXX-XXXX** or click here: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Login ID: «ClaimLoginID»

PIN: «ClaimLoginPIN»

SIMID: «SIMID»

CaseID: [CaseID]

FMUSA Data Breach Settlement
c/o Claims Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

***In re: Furniture Mart, USA, Inc.,
Data Breach Litigation***
Case No. 4:25-cv-04018-RAL

**IF YOUR PERSONAL INFORMATION WAS
COMPROMISED IN THE NOVEMBER 2024
FURNITURE MART, USA, INC. DATA BREACH,
A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS AND ENTITLE
YOU TO BENEFITS AND A CASH PAYMENT.**

*A court has authorized this Notice.
This is not a solicitation from a lawyer.
You are not being sued.*

This notice is only a summary. Visit
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)
Or scan this QR code for
complete information.



First-Class
Mail
US Postage
Paid
Permit # _____

Login ID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

Why am I receiving this notice? A Settlement has been reached with Furniture Mart, USA, Inc. ("FMUSA") in a class action lawsuit ("Settlement"). The case is about the November 2024 cyberattack on FMUSA's computers (the "Data Breach"). Files containing personal information were accessed. FMUSA denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class as: "All individuals residing in the United States whose Personal Information was potentially compromised in the Data Breach."

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

What are the Settlement benefits? You can claim three years of **Credit Monitoring** by a credit bureau and one or more **cash payment** option.

If you have documented losses you can get back up to **\$4,500**. If you spent time fixing problems caused by this incident, you can get back \$25/hour for up to four hours (up to **\$100**).

*Instead of any other cash payment, you can get a one-time **\$75 Alternative Cash Payment**. Full details and instructions are available online.*

How do I receive a benefit? File your claims online. 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 FMUSA 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 attorney's fees and costs of up to \$285,000, and \$2,500 for each of the Plaintiffs. 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.



www.[SettlementWebsite].com

SIMID: «SIMID»
CaseID: [CaseID]

Exhibit C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In re: Furniture Mart, USA, Inc., Data Breach Litigation
Case No. 4:25-cv-04018-RAL
United States District Court for the District of South Dakota

IF YOUR PERSONAL INFORMATION WAS COMPROMISED IN THE NOVEMBER 2024 FURNITURE MART, USA, INC. DATA BREACH, 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 Furniture Mart, USA, Inc. (“FMUSA” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on FMUSA's computer systems that occurred in November 2024 (the “Data Breach”). Certain files that contained personal information were accessed. These files may have contained personal information such as names, Social Security numbers, and dates of birth.
- The lawsuit is called *In re: Furniture Mart, USA, Inc., Data Breach Litigation*, Case No. 4:25-cv-04018-RAL. It is pending in the United States District Court for the District of South Dakota (the “Lawsuit”).
- FMUSA 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 Lawsuit.
- FMUSA'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 FMUSA.
- 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 Claims Administrator. You may also call or email the Claims 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 Fairness 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 FAIRNESS HEARING	8
IF I DO NOTHING	9
GETTING MORE INFORMATION	9

Basic Information

1. Why was this Notice issued?

The United States District Court for the District of South Dakota, 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 *In re: Furniture Mart, USA, Inc., Data Breach Litigation*, Case No. 4:25-cv-04018-RAL. It is pending in the United States District Court for the District of South Dakota. The people that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the company they sued, Furniture Mart, USA, Inc., is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that during the November 2024 targeted cyberattack on FMUSA's computer systems, certain files that contained personal information were accessed. These files may have contained personal information such as names, Social Security numbers, and dates of birth.

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 Representatives are Christine Logan; Gabriel Hilmar; and Austin Hinkle. Everyone included in this Lawsuit are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorney 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 individuals residing in the United States whose Personal Information was potentially compromised in the Data Breach.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (i) FMUSA and any of its parents, subsidiaries, affiliates, officers and directors, and any entity in which FMUSA has a controlling interest; (ii) all individual who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Lawsuit; (v) all judges assigned to hear any aspect of the Lawsuit, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the potential Data Breach, or who pleads *nolo contendere* to any such charge.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: XXX-XXX-XXXX
- By mail: FMUSA Data Breach Settlement
c/o Claims 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?

FMUSA has agreed to pay for a number of different benefits. All Class Members are eligible to claim **credit monitoring** services, and one or more **cash payment** options. These benefits are explained in more detail below.

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

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

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

CASH PAYMENT OPTIONS

Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Breach, you can get back up to **\$4,500.00**. The losses must have occurred between November 3, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

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

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the 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 Breach may claim up to four hours, at \$25.00 per hour, for a maximum of **\$100.00**.

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

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

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 cash **\$75.00** 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 Claims Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: XXX-XXX-XXXX
- By mail: FMUSA Data Breach Settlement
c/o Claims 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 FMUSA about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section 10) 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 Claims Administrator at:

FMUSA Data Breach Settlement
c/o Claims Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

The Court will hold a Final Fairness 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 the law firms of Federman & Sherwood and Ellzey Kherkher Sanford Montgomery, 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 \$285,000.00 as reasonable attorney’s fees and reimbursement of litigation costs. This amount will be paid by FMUSA.

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

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 FMUSA 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 Lawsuit: *In re: Furniture Mart, USA, Inc., Data Breach Litigation*, Case No. 4:25-cv-04018-RAL, pending in the United States District Court for the District of South Dakota;
- (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 Claims Administrator at:

FMUSA Data Breach 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 Lawsuit: *In re: Furniture Mart, USA, Inc., Data Breach Litigation*, Case No. 4:25-cv-04018-RAL, pending in the United States District Court for the District of South Dakota;
- (2) your full name, mailing address, telephone number, and email address;
- (3) information that proves that you are a Class Member (such as a notice you have received);
- (4) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (6) whether you or your attorney will personally appear at the Final Fairness Hearing;
- (7) your signature (or, if you have hired your own lawyer, your lawyer’s signature).

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 Claims Administrator, Class Counsel, and counsel for Defendants.

Clerk of the Court	Claims Administrator
Clerk of the Court [Court Address]	FMUSA Data Breach Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
Class Counsel	Counsel for Defendants
William B. Federman Jessica A. Wilkes FEDERMAN & SHERWOOD 10205 N. Pennsylvania Ave Oklahoma City, OK 73120	James W. Davidson O'HAGAN MEYER LLC One East Wacker Drive Suite 3400 Chicago, Illinois 60601 Telephone: (312) 422-6100 Facsimile: (312) 422.6110 j davidson@ohaganmeyer.com

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 Fairness Hearing

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

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** **Central Time**, in Room **[Court Room]** of the United States District Court for the District of South Dakota, at **[Court Address]**.

At the Final Fairness Hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. 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 Fairness 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 Fairness 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 Claims Administrator at:

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

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

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

Exhibit D

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
SOUTHERN DIVISION**

*In re: Furniture Mart, USA, Inc.
Data Breach Litigation*

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)
)
)
)

Case No. 4:25-cv-04018-RAL

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

This matter is before the Court on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. Plaintiffs, on behalf of themselves and all others similarly situated, and Defendant have entered into a Settlement Agreement and Release, dated April 21, 2026(“Settlement Agreement”) that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.
2. The Court has jurisdiction over this litigation, Plaintiffs, Defendant, and Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

PRELIMINARY APPROVAL

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiffs’ motion papers and briefs, and the declarations of counsel. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations, through which the basic terms of

the Settlement Agreement were negotiated and finalized. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Class and fall within the range of possible approval as fair, reasonable, and adequate.

4. The Court therefore GRANTS preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein.

PRELIMINARY CLASS CERTIFICATION

5. Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the Settlement Class defined in the Settlement Agreement as follows:

All individuals residing in the United States whose Personal Information was potentially compromised in the Data Breach.

Excluded from the Class are: (i) Defendant and any of its parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Lawsuit; (v) all judges assigned to hear any aspect of the Lawsuit, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the potential Data Breach, or who pleads *nolo contendere* to any such charge.

6. The Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes only: the Settlement Class is comprised of thousands of individuals; there are questions of law or fact common to the Settlement Class; Plaintiffs' claims are typical of those of Settlement Class Members; and Plaintiffs will fairly and adequately protect the interests of the Settlement Class.

7. The Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only: the questions of law or fact common to the Class predominate over individual questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

8. The Court hereby appoints Plaintiffs Christine Logan, Gabriel Hilmar, Brody Schaffer, and Austin Hinkle as the class representatives for the Settlement Class. The Court provisionally finds that Plaintiffs are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate class representatives.

9. The Court finds the following counsel are experienced and adequate counsel and appoints them as Class Counsel for the Settlement: Brett Waltner of Myers Billion, LLP; Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP; and William B. Federman of Federman and Sherwood.

NOTICE AND ADMINISTRATION

10. Pursuant to the Settlement Agreement, the Parties have designated Epiq Class Action and Claims Solutions, Inc, (“Epiq”) as the Claims Administrator. Epiq shall perform all the duties of the Settlement Administrator set forth in the Claims Agreement.

11. The Court finds that the proposed notice program set forth in the Settlement Agreement satisfies the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provides the best notice practicable under the circumstances. The notice program is reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the processes for doing so, and the Final Approval Hearing. The Court therefore approves the

notice program and directs the Parties and the Settlement Administrator to proceed with providing notice to Settlement Class Members pursuant to the terms of the Settlement Agreement and this Order.

12. The Settlement Administrator shall commence the notice program within the time required by the Settlement Agreement.

13. The Court also approves the versions of the Long Form Notice, Claim Form and Short Form Notice.

EXCLUSION AND OBJECTIONS

14. Settlement Class Members who wish to opt out and exclude themselves from the Class may do so by notifying the Settlement Administrator in writing, as provided in the Settlement Agreement, and postmarked no later than _____ (60 days after the Notice Commencement Date). The request for exclusion (or “Opt-Out”) must be in writing and clearly manifest the individual’s intent to be excluded from the Settlement Class. People wishing to opt-out of the Settlement Class will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. All requests for exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

15. All Settlement Class Members who do not opt out and exclude themselves shall be bound by the terms of the Settlement Agreement upon entry of the Final Approval Order and Judgment.

16. Settlement Class Members who wish to object to the Settlement may do so by submitting a written objection to the Court in accordance with the procedures outlined in the Settlement Agreement and Long Form Notice by _____ (60 days after the Notice

Commencement Date), it must be in writing, postmarked by the Objection Date, filed with/or mailed to the Court and the Settlement Administrator and must include: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of original notice of the Data Breach or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative.

17. Any Settlement Class Member who does not timely submit a written objection in accordance with these procedures and the procedures detailed in the notice program and Settlement Agreement shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement Agreement or the Final Approval Order by appeal or other means.

FINAL APPROVAL HEARING

18. The Court will hold a Final Approval Hearing on _____ at _____ in United States District Court, District of South Dakota, 400 S. Phillips Ave Room 202, Sioux Falls, SD 57104, or as otherwise ordered.

19. At the Final Approval Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified; (c) the preliminary appointment of Class Counsel should be made final; (d) the preliminary

appointment of Plaintiffs as class representatives should be made final; (e) Class Counsel's motion for attorneys' fees and litigation expenses should be granted; (f) the Service Awards sought for Plaintiffs should be granted; and (g) a final judgment should be entered.

20. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Settlement Class Members.

21. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

22. All Settlement Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court.

23. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (i) the Settling Parties shall be restored to their respective positions in the Lawsuit and shall jointly request that all scheduled Lawsuit deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Lawsuit or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

IT IS SO ORDERED.

Dated: _____

Hon. Roberto Lange
CHIEF UNITED STATES DISTRICT JUDGE

SETTLEMENT TIMELINE

Event	Deadline
Settlement Website available for viewing	Prior to commencing Notice Program
Defendant to deliver the Class Member Information to Settlement Administrator	7 days after Preliminary Approval Order
Notice Program Begins (Short Form Notice Sent)	30 days after Preliminary Approval Order (“Notice Deadline”)
Deadline to File Claim Forms	90 days after the Notice Deadline (“Claims Deadline”)
Deadline to file Motion for Final Approval and Application for Attorneys’ Fees, Costs, and Service Awards	14 days prior to Opt-Out Deadline
Opt-Out Deadline	60 days after Notice Deadline
Objection Deadline	60 days after Notice Deadline
Final Approval Hearing	_____, 2026, at ____ am/pm. (Preferably the week of _____, ____ or after)

Exhibit E

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
SOUTHERN DIVISION**

*In re: Furniture Mart, USA, Inc.
Data Breach Litigation*

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Case No. 4:25-cv-04018-RAL

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

This matter is before the Court on Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement (“Motion for Final Approval” or “Motion”). Plaintiffs, on behalf of themselves and all others similarly situated, and Defendant have entered into a Settlement Agreement and Release, dated April 21, 2026 (“Settlement Agreement”) that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.
2. The Court has jurisdiction over this litigation, Plaintiffs, Defendant, and Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

FINAL APPROVAL OF SETTLEMENT AGREEMENT

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiffs’ Motion for Preliminary Approval and current the Motion along with all associated papers and briefs, and the declarations of counsel. Based on its

review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations, through which the basic terms of the Settlement Agreement were negotiated and finalized. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Class and fall within the range of possible approval as fair, reasonable, and adequate.

4. On _____, 2025, the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, (b) appointed Plaintiffs as the Representative Plaintiffs and appointed Brett Waltner of Myers Billion, LLP; Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP; and William B. Federman of Federman and Sherwood; , as Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Claims Administrator; and (f) set the date for the Final Fairness Hearing;

5. On _____, 2026, pursuant to the Notice Plan set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Fairness Hearing;

6. On _____, 2026, the Court held a Final Approval Hearing to determine, *inter alia*: (a) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (b) whether judgment should be entered dismissing this action with prejudice. Prior to the Final Fairness

Hearing, a declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as required by the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Fairness Hearing in support of or in opposition to the proposed Settlement Agreement, the award of attorneys' fees, costs, and expenses to Class Counsel, and the payment of a Service Award to the Representative Plaintiffs.

7. The Court therefore GRANTS final approval of the Settlement Agreement and all of the terms and conditions contained therein.

FINAL CLASS CERTIFICATION

8. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties pursuant to Federal Rule of Civil Procedure 23(e)(2), grants final approval of the Settlement Agreement and for purposes of the Settlement Agreement and this Final Order only, the Court hereby finally certifies the following Settlement Class:

All individuals residing in the United States whose Personal Information was potentially compromised in the Data Breach.

Excluded from the Class are: (i) Defendant and any of its parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Lawsuit; (v) all judges assigned to hear any aspect of the Lawsuit, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the potential Data Breach, or who pleads *nolo contendere* to any such charge.

9. The Court finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes only: the Settlement Class is comprised of thousands of individuals; there are questions of law or fact common to the Settlement Class; Plaintiffs' claims are typical of those of Settlement Class Members; and Plaintiffs will fairly and adequately protect the interests of the Settlement Class.

10. The Court finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only: the questions of law or fact common to the Class predominate over individual questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

11. The Court hereby appoints Plaintiffs Christine Logan, Gabriel Hilmar, Brody Schaffer, and Austin Hinkle as the class representatives for the Settlement Class. The Court finds that Plaintiffs are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate class representatives.

12. The Court finds the following counsel are experienced and adequate counsel and appoints them as Class Counsel for the Settlement: Brett Waltner of Myers Billion, LLP; Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP; and William B. Federman of Federman and Sherwood.

NOTICE AND ADMINISTRATION

13. Pursuant to the Settlement Agreement, the Parties have designated Epiq Class Action and Claims Solutions, Inc, ("Epiq") as the Settlement Administrator. Epiq shall, as it has done thus far, perform all the duties of the Settlement Administrator set forth in the Settlement Agreement.

14. The Court finds that the proposed notice program set forth in the Settlement Agreement satisfied the requirements of due process and Rule 23 of the Federal Rules of Civil

Procedure and provided the best notice practicable under the circumstances. The notice program was reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the processes for doing so, and the Final Approval Hearing. The Court therefore approves the notice program by which notice was provided to Settlement Class Members pursuant to the terms of the Settlement Agreement and this Court's Order Granting Preliminary Approval of Class Action Settlement.

15. The Court also approves the versions of the Long Form Notice, Claim Form and Short Form Notice.

EXCLUSION AND OBJECTIONS

16. As of the Opt-Out deadline, ____ potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in **Exhibit 1** to this Final Order. Those persons are not bound by the Settlement Agreement and this Final Order and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement.

17. _____ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

18. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

EXECUTION

19. The Parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and the terms of the Settlement Agreement.

20. Pursuant to the Settlement Agreement, Defendant, the Claims Administrator, and Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

21. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

22. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Settlement Class Members release their claims against Defendant, as defined in the Settlement Agreement.

CLASS REPRESENTATIVE AND SERVICE AWARD

23. The Court grants final approval to the appointment of Plaintiffs as Class Representatives. The Court concludes that the Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

24. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves a payment to the Representative Plaintiffs in the amount of \$2,500.00 each as a Service Award, for a total of \$10,000.00. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

CLASS COUNSEL AND ATTORNEYS' FEES AND COSTS

25. The Court grants final approval to the appointment of Brett Waltner of Myers Billion, LLP; Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP; and William B.

Federman of Federman and Sherwood; as Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

26. The Court, after careful review of the fee petition filed by Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's application for attorneys' fees and expenses in the amount of \$285,000.00. Payment shall be made pursuant to the terms of the Settlement Agreement.

FINALITY AND JURISDICTION

27. The Settlement Agreement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect on, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Order that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Order.

28. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

29. Without affecting the finality of this Final Order, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

30. This Order resolves all claims against all Parties in this action and is a final order.

31. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____

Hon. Roberto Lange
CHIEF UNITED STATES DISTRICT JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Furniture Mart USA Settlement Resolves Class Action Lawsuit Over 2024 Data Breach](#)
