

EXHIBIT A

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION**

**IN RE: AMERICAN INCOME LIFE
INSURANCE CO. AND GLOBE LIFE
INC. DATA BREACH LITIGATION**

Case No. 6:25-cv-00262

SETTLEMENT AGREEMENT

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

I. Factual Background

1. Globe Life is a publicly traded insurance holding company headquartered in McKinney, Texas, whose subsidiaries provide insurance products to individuals and families across the United States. American Income Life Insurance Company (“AIL”), a subsidiary of Globe Life, is headquartered in Waco, Texas, and underwrites life, accident, and supplemental health insurance products.

2. On October 17, 2024, Globe Life filed a form 8-K with the SEC, which reported that, on or around October 2, 2024, an unknown actor threatened to publish certain personally identifiable customer and lead information maintained by AIL, unless Globe Life paid a ransom. Globe Life did not pay the ransom and immediately notified the law enforcement and consulted with experts to investigate the Incident.

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

3. Beginning in March and through June of 2025, after notifying law enforcement of and consulting with experts, Defendants mailed notices to approximately 532,578 individuals regarding the Data Incident.

II. Procedural History

4. After Defendants mailed notice, Plaintiffs filed three separate actions in the United States District Court for the Western District of Texas all seeking to represent the same class of individuals impacted in the Data Incident and seeking damages for the unauthorized disclosure of their Personal Information: *Harris v. American Income Life Ins. Co.*, No. 6:25-cv-00262 (W.D. Tex.) (“*Harris*”) (filed June 24, 2025); *Decow v. American Income Life Ins. Co.*, No. 6:25-cv-00295 (W.D. Tex.) (filed July 10, 2025) (“*Decow*”) and *McAllister v. American Income Life Ins. Co.*, No. 6:25-cv-00294 (W.D. Tex.) (filed July 10, 2025) (“*McAllister*”).

5. On September 25, 2025, the Court entered an order that consolidated *Harris*, *Decow*, and *McAllister* under the caption *In re American Income Life Insurance Co. and Globe Life Inc. Data Breach Litigation*, and appointed interim lead counsel.

6. Following consolidation of the actions and appointment of Class Counsel as interim lead counsel and before engaging in protracted and costly litigation, the Parties determined it was in the best interest of all concerned to explore early resolution of the Action.

7. The Parties agreed to mediate with experienced class action mediator and former United States District Judge, Royal Furgeson.

8. In advance of the mediation, Plaintiffs consulted with damage and liability experts and propounded informal discovery requests on Defendants, to which Defendants responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the type of

information potentially impacted.

9. The Parties attended mediation on December 17, 2025. After a full day of negotiating, the Parties reached an agreement on most material terms of this Settlement and finalized the terms of the agreement the following day.

10. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendants entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendants do not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendants, and all Settlement Class Members.

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

III. **Definitions**

11. **“Action”** means the above the consolidated class action captioned: *In re American Income Life Ins. Co. and Globe Life Inc. Data Breach Litigation*, No. 6:25-cv-00262 (W.D. Tex.), pending in the United States District Court for the Western District of Texas, Waco Division.

12. **“Agreement”** or **“Settlement Agreement”** or **“Settlement”** means this agreement between Plaintiffs and Defendants, including all exhibits.

13. **“AIL”** means American Income Life Insurance Company, a defendant in the Action.

14. **“Application for Attorneys’ Fees, Costs and Service Awards”** means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees and costs, and service awards for the Class Representatives.

15. **“Cash Payment”** means Cash Payment A – Documented Losses and Cash Payment B – Lost Time.

16. **“Cash Payment A – Documented Losses”** means cash compensation of up to \$5,000.00 payable to each Settlement Class Member who submits a Valid Claim with Reasonable Documentation of out-of-pocket losses.

17. **“Cash Payment B – Lost Time”** means cash compensation of up to four hours at \$18.00 per hour payable to each Settlement Class Member who submits a Valid Claim for lost time.

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

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

the Settlement Administrator.

20. **“Claim Form Deadline”** shall be 60 days from the Notice Date and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

21. **“Claimant”** means an individual who submits a Claim Form.

22. **“Claims Process”** means the process by which Claimants may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

23. **“Class Counsel”** means Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg PLLC, Carl Malmstrom of Wolf Haldenstein Adler Freeman & Herz LLP, Kent Bronson of Bronson Legal LLC, and Joe Kendall of Kendall Law Group LLP.

24. **“Class List”** means a list of Settlement Class members’ full names and postal addresses as reflected in Defendants’ records, that Defendants shall prepare and provide to the Settlement Administrator and Class Counsel following Preliminary Approval.

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

26. **“Complaint”** means the Consolidated Class Action Complaint filed in this Action on November 10, 2025.

27. **“Court”** means the United States District Court for the Western District of Texas, Waco Division.

28. **“Credit Monitoring”** means the two years of Cyex Financial Shield Complete, which includes advanced identity and financial monitoring, proactive alerts, and expert product and fraud resolution support designed to protect financial asset.

29. **“Data Incident”** or **“Incident”** means the incident occurring in or around October 2024, where an unknown actor threatened to publish certain personally identifiable customer and lead information maintained by AIL, and in response to which AIL provided written notice of the incident to the Settlement Class Members.

30. **“Defendants”** means Globe Life Inc. and American Income Life Insurance Co., the defendants in the Action.

31. **“Defendants’ Counsel”** means Jeffrey Hammer, Matthew Brigman, and Ed Fernandes of King & Spalding LLP.

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

33. **“Escrow Account”** means the escrow account established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation to receive and maintain funds contributed on behalf of Defendants for purposes of making Cash Payments to the Settlement Class Members who make Valid Claims. The Escrow Account shall be maintained by the Settlement Administrator.

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

35. **“Final Approval Hearing”** means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for

Attorneys' Fees, Costs and Service Awards.

36. **"Final Approval Order"** means the order granting Final Approval of the Settlement, substantially in the form attached hereto as *Exhibit 5*.

37. **"Globe Life"** means Globe Life Inc., a defendant in the Action.

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

39. **"Motion for Final Approval"** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

40. **"Motion for Preliminary Approval"** means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

41. **"Notice"** means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

42. **"Notice Date"** means the day the Postcard Notice is sent to the Settlement Class.

43. **"Notice Program"** means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice, Long Form Notice, Settlement Website, and the Settlement Class toll-free telephone number.

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

45. **"Objection Deadline"** means 30 days before the initial scheduled Final Approval Hearing.

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

47. “**Party**” means each of the Plaintiffs and Defendants, and “**Parties**” means Plaintiffs and Defendants, collectively.

48. “**Plaintiffs**” means Patsy Decow, Thomas Harris, and Kathleen McAllister, the plaintiffs in the Action.

49. “**Postcard Notice**” means the Postcard Notice of the Settlement, substantially in the form attached hereto as *Exhibit 1* that the Settlement Administrator shall distribute to Settlement Class members.

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

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

52. “**Personal Information**” means the information collected by Defendants, pertaining to current and former policyholders, that was potentially involved in the Data Incident, including, but not limited to, names, physical addresses, email addresses, telephone numbers, Social Security numbers, health related information, and health insurance policy information.

53. “**Reasonable Documentation**” means documentation contemporaneously generated or prepared by a third party supporting a claim for expenses paid. Non-exhaustive examples of Reasonable Documentation include telephone records, correspondence, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Claimant do not constitute Reasonable Documentation but may be included to provide

clarification, context or support for other submitted Reasonable Documentation.

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

55. **“Released Claims”** means any claims, liabilities, rights, demands, suits, obligations, damages, including but not limited to consequential damages, losses or costs, punitive damages, attorneys’ fees and costs, action or causes of action, penalties, remedies, of every kind or description—whether known or Unknown Claims, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, administrative, statutory, or equitable—that relate to or arise from the Data Incident.

56. **“Released Parties”** means Defendants and each entity which is controlled by, controlling or under common control with them and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, sales agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

57. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

58. **“Settlement Administrator”** means Kroll Settlement Administration LLC.

59. **“Service Awards”** means the awards that Class Counsel will request the Court approve for the Plaintiffs for serving as Class Representatives.

60. **“Settlement Administration Costs”** means all costs and fees of the Settlement

Administrator regarding Notice and Settlement administration.

61. **“Settlement Class”** means the 532,578 individuals who were sent notice via letter from Defendants that their Personal Information may have been exposed in the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors, officers, and agents of Defendants; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (d) any Settlement Class Member who timely and properly opt-outs of the Settlement.

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

63. **“Settlement Class Member Benefit”** means the Cash Payment A – Documented Losses, Cash Payment B – Lost Time, and/or Credit Monitoring, which Settlement Class members may elect to Claim pursuant to Section V herein.

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

65. **“Unknown Claims”** means any and all Released Claims that any member of the Settlement Class does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, all Settlement Class Members shall have waived any and all provisions, rights,

and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542. Plaintiffs and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

66. **“Valid Claim”** means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Central time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator pursuant to the guidelines set forth herein. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

IV. Certification of the Settlement Class

67. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendants agree solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided, however, that if a Final

Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendants shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Consideration

68. Defendants shall be solely responsible for the payment of all Settlement Class Member Benefits to Settlement Class Members, all Settlement Administration Costs, and any Court-approved attorneys' fees, costs, and Service Awards.

69. When submitting a Claim, Settlement Class members may choose Cash Payment A – Documented Losses and/or Cash Payment B – Lost Time. Additionally, all Settlement Class members will receive two years of Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim or opt-out, the Settlement Class Member will release his or her claims against Defendants without receiving a Cash Payment.

70. All Cash Payments will be subject to a cap of \$3,400,000. In the event the total of all Cash Payments exceeds the cap, the Cash Payments will be reduced *pro rata*.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a Claim for a Cash Payment for up to \$5,000.00 per Settlement Class Member upon presentment of Reasonable Documentation supporting out-of-pocket losses incurred as a result of the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form and submit Reasonable Documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the

notification letter provided by Defendants or otherwise. The supporting out-of-pocket expenses must have been incurred between October 1, 2024 and the Notice Date. If a Settlement Class Member does not submit Reasonable Documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

b. Cash Payment B – Lost Time

In addition to Cash Payment A – Documented Losses above, all Settlement Class Members may also elect to receive Cash Payment B – Lost Time, which is a cash payment related to time spent responding to the Data Incident. Lost time cash payments will be limited to four hours at \$18.00 per hour and the losses must have occurred between October 1, 2024 and the Notice Date. To receive a lost time Cash Payment, Settlement Class Members must select Cash Payment B on the Claim Form and self-certify to having spent time responding to the Data Incident. Lost time includes time spent dealing with anxiety, stress, and loss of sleep.

c. Credit Monitoring

In addition to a Cash Payment, all Settlement Class Members will receive two years of Credit Monitoring. The Postcard Notice will inform Settlement Class Members of the benefit and how to activate the service following the Effective Date.

71. Settlement Administration Costs

Defendants shall be solely responsible for the payment of all Settlement Administration Costs and Defendants shall enter into a separate agreement with the Settlement Administrator for the payment of the costs.

VI. Settlement Approval

72. Within five days of signing this Agreement, Plaintiffs will file their Motion for

Preliminary Approval. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve of Kroll as the Settlement Administrator; (4) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (5) approve the Claim Process set forth herein and approve the Claim Form; (6) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (7) appoint Plaintiffs as Class Representatives; (8) appoint Jeff Ostrow, Gary Klinger, Carl Malmstrom, Kent Bronson, and Joe Kendall Class Counsel; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendants' Counsel.

VII. Settlement Administrator

73. The Parties agree that, subject to Court approval, Kroll shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws.

74. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, and ensuring the distribution of Settlement Class Member benefits.

75. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program, overseeing the Claims

Process, and ensuring the distribution of Settlement Class Member Benefits;

- b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;
- c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- e. Responding to any mailed Settlement Class Member inquiries;
- f. Processing all opt-out requests from the Settlement Class;
- g. Providing weekly reports to Class Counsel and Defendants' Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and the amount of each benefit claimed, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- i. Collecting from Defendants and/or their insurers the cash necessary to pay

Settlement Class Member Benefits;

- j. Distributing Cash Payments to Settlement Class Members with Valid Claims and ensuring Credit Monitoring activation instructions and codes are properly disseminated to the Settlement Class; and
- k. Any other Settlement administration function at the instruction of Class Counsel and Defendants' Counsel.

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

76. Defendants will make available to Class Counsel and the Settlement Administrator the Class List no later than 5 days after entry of the Preliminary Approval Order. To the extent necessary, Defendants will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

77. Within 20 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court.

78. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. The Notice shall also include a unique activation code for the Credit Monitoring and an explanation of how Settlement Class Members can activate the Credit Monitoring after the Effective Date. Class Counsel and Defendants' Counsel shall insert the

correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes. The Postcard Notice will also include information about the Credit Monitoring and instructions on how to activate the service following the Effective Date.

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

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

81. The Long Form Notice also shall include a procedure for Settlement Class

Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. In other words, objections by mail postmarked later than the Objection Deadline are late and will not be considered by the Court. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to

the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

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

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

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

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

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

83. Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel. This includes taking depositions and requesting documents.

84. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 30 days before the initial date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

85. The Notice Program shall be completed no later than 45 days before the initial scheduled Final Approval Hearing.

IX. Claim Process and Disbursement of Settlement Class Member Benefits

86. The Notice and the Settlement Website will explain to Settlement Class members that they may make a Claim for a Cash Payment (and how to make a Claim) and that they will automatically receive Credit Monitoring.

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

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

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

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

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

91. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement

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

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

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

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

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant

using the contact information provided in the Claim Form. Class Counsel and Defendants' Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding, subject to Defendants' right to challenge presumptively Valid Claims within 30 days of receiving the spreadsheet of Valid Claims pursuant to the procedures set forth below.

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

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

96. No later than 15 days after the Effective Date, the Settlement Administrator shall provide Defendants with a spreadsheet reflecting all Valid Claims and the amounts owed for each. Defendants may request additional information about any Claim(s) that the Settlement Administrator deemed to be Valid Claims. Defendants shall have 30 days from the receipt of the list of presumptively Valid Claims to challenge the validity of any Claim. If the Settlement Administrator and Defendants cannot agree on the validity of any Claim, Defendants may submit the issue to the Court for resolution. Any Claim challenged by Defendants shall not be considered Valid unless and until that challenge is overruled by the Court.

97. No later than 60 days after the Effective Date, Defendants shall pay the total amount of Cash Payments owed to the Settlement Class Members who submitted Valid Claims into the Escrow Account. Any Claims whose validity remains in dispute at this time shall be paid directly by Defendants within 15 days of resolution of that dispute if those Claims are determined to be Valid Claims.

98. No later than 90 days after the Effective Date, the Settlement Administrator shall issue the Cash Payments to the Settlement Class Members that submitted Valid Claims.

99. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Settlement Class Members will select their preference on their Claim Form or when submitting a Claim online. Settlement Class Members will have 120 days from issuance to negotiate their checks. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendants' Counsel. Absent specific instructions from Class Counsel and Defendants' Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, or in the event checks are not negotiated within 120 days of issuance, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

100. The Credit Monitoring shall be activated 45 days after the Effective Date.

X. **Final Approval Order and Final Judgment**

101. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of

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

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

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendants and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its

terms.

XI. Attorneys' Fees, Costs and Service Award

103. *Service Awards* – As part of the Motion for Final Approval, Class Counsel shall apply to the Court for Service Awards in the amount of \$5,000.00 for each of the Class Representatives. The Service Award payments to Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits. Defendants shall pay or cause to be paid the Court-approved Service Awards to Class Counsel within 10 days of the Effective Date.

104. *Attorneys' Fees and Costs* – As part of the Motion for Final Approval, Class Counsel shall apply to the Court for an award of attorneys' fees (including costs) of \$1,260,000.00. Defendants will not oppose Plaintiffs' request for attorneys' fees in that amount. Defendants shall pay or cause to be paid the Court-approved attorneys' fees and costs to Class Counsel within 10 days of the Effective Date.

105. This Settlement is not contingent on approval of the request for attorneys' fees, costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees, costs, and Service Awards were negotiated after all material terms of the Settlement.

XII. Releases

106. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims.

107. Settlement Class members who opt-out of the Settlement prior to the Opt-Out

Deadline do not release their claims.

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

XIII. Termination of Settlement

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

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

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

111. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the

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

XIV. Effect of Termination

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

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

XV. No Admission of Liability

114. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendants deny and continue to deny each of the claims and contentions alleged in the Complaint. Defendants specifically deny that a class could or should be certified in the Action for litigation purposes. Defendants do not admit any liability or wrongdoing

of any kind, by this Agreement or otherwise. Defendants agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

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

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

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

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

XVI. Miscellaneous Provisions

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

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

the context so indicates.

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

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

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

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

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

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

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

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

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

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

If to Plaintiffs or Class Counsel:

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

Gary Klinger
Milberg PLLC
 227 W. Monroe Street, Ste. 2100
 Chicago, IL 60606
 gklinger@milberg.com

Carl Malmstrom
Wolf Haldenstein Adler
Freeman & Herz LLP
111 West Jackson, Ste. 1700
Chicago, IL 60604
malmstrom@whafh.com

Kent Bronson
Bronson Legal LLC
1216 Broadway, 2nd Floor
New York, NY 10001
bronsonlegalny@gmail.com

If to Defendants or Defendants' Counsel:

Matthew Brigman
King & Spalding LLP
1180 Peachtree St., NE, Ste. 1600
Atlanta, GA 30309
mbrigman@kslaw.com

Jeffrey Hammer
King & Spalding LLP
633 West Fifth Street, Ste. 1600
Los Angeles, CA 90071
jhammer@kslaw.com

Ed Fernandes
King & Spalding LLP
500 W. 2nd Street, Suite 1800
Austin, TX 78701
efernandes@kslaw.com

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

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

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

132. ***Authority.*** Class Counsel (for Plaintiffs and the Settlement Class Members), and Defendants' Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendants respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

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

134. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective

of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

135. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signature Page to Follow

PLAINTIFFS

Feb 11, 2026 14:37:54 CST)

Patsy Decow

Thomas Harris

Katelynn McAllister

DEFENDANTS

American Income Life Insurance Company



By: **Joel Scarborough**
Its: Divisional Senior Vice President,
General Counsel and Secretary

Globe Life Inc.



By: **Brian Mitchell**
Its: Executive Vice President, General Counsel
and Chief Risk Officer

Approved as to form by CLASS COUNSEL

Jeffrey Ostrow

Jeffrey Ostrow (Feb 10, 2026 08:51:37 EST)

Jeff Ostrow
KOPELOWITZ OSTROW P.A.


Gary Klinger (Feb 10, 2026 08:32:23 CST)

Gary Klinger
MILBERG PLLC

Carl Malmstrom
WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLP

Kent A. Bronson
Kent A. Bronson (Feb 11, 2026 16:26:56 EST)

KENT BRONSON
BRONSON LEGAL LLC

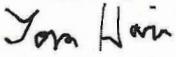
Joe Kendall
Joe Kendall (Feb 11, 2026 08:56:40 CST)

JOE KENDALL
KENDALL LAW GROUP LLP

PLAINTIFFS

Patsy Decow

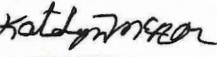
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Thomas Harris

Signed by:



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Katelynn McAllister**DEFENDANTS****American Income Life Insurance Company**

By:

Its:

Globe Life, Inc.

By:

Its:

Approved as to form by CLASS COUNSEL

Jeff Ostrow

KOPELOWITZ OSTROW P.A.

Gary Klinger

MILBERG PLLC



Carl Malmstrom
WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLP

KENT BRONSON
BRONSON LEGAL LLC

JOE KENDALL
KENDALL LAW GROUP LLP

EXHIBIT 1

(POSTCARD NOTICE)

c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY XXXXX-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION
SETTLEMENT

**You have been
identified as someone
eligible for benefits
from a class action
settlement regarding
the Globe Life Inc. and
American Income Life
Insurance Company
Data Incident.**

[www.\[website\].com](http://www.[website].com)

<<Refnum Barcode>>

Settlement Class Member ID: <<Refnum>>

Credit Monitoring Code: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>
<<BusinessName>>
<<Address>>
<<Address2>>
<<City>>, <<ST>> <<Zip>>-<<zip4>>
<<Country>>

A Settlement has been reached with Globe Life Inc. and American Income Life Insurance Company (the “Defendants”) in a class action lawsuit about a data incident identified on or about October 2, 2024 (the “Data Incident”) that allegedly involved current and former customers’ Personal Information. The Defendants deny all wrongdoing.

Am I included? The Defendants’ records indicate you are included in the Settlement Class. The Settlement Class consists of 532,578 individuals who were sent notice via a letter from the Defendants that their Personal Information may have been exposed in the Data Incident.

What does the Settlement provide? If approved by the Court, the Defendants will provide up to \$3,400,000 for Cash Payments to Settlement Class Members. You can choose from both of the following options: 1) Cash Payment A – Documented Losses, reimbursement of documented losses of up to \$5,000 **and/or** 2) Cash Payment B – Time Lost, payment of \$18.00 per hour for up to four hours of time spent responding to the Data Incident. You will also receive two years of Cyex Credit Monitoring. **Your unique Credit Monitoring code is listed on the front of the postcard with your Settlement Class Member ID.** Please retain the code as it is required to activate your Credit Monitoring benefit after the Settlement is finally approved. Please monitor the Settlement Website ([www.\[website\].com](http://www.[website].com)) for further updates and, once the Court grants Final Approval of the Settlement, instructions on how to activate your code.

How do I get a Settlement Payment? You must file a Claim Form online at [www.\[website\].com](http://www.[website].com) or print one from the Settlement Website and mail it to the address on the form to get a Cash Payment. Claim Forms must be submitted online by 11:59 p.m. CT or postmarked by **Month XX, 2026**.

What are my other options? If you do nothing, you will not receive a Cash Payment. You will remain a member of the Settlement Class and will still be able to activate your Credit Monitoring code. You will give up your rights to sue the Defendants for the claims resolved by this Settlement. If you do not want any of the benefits, but you want to keep your right to sue the Defendants for the claims in the Action you must opt-out of the Settlement. If you do not opt-out of the Settlement, you may object to the Settlement and ask the Court for permission to speak at the Final Approval Hearing. The Opt-Out and Objection Deadlines are **Month XX, 2026**.

The Court’s Final Approval Hearing. The Court will hold a hearing on **Month XX, 2026** to decide whether to approve the Settlement, Attorneys’ Fees and Costs of up to \$1,260,000, and a \$5,000 Service Award payment to each Class Representative. If approved, Defendants will pay these fees and costs separately from the Cash Payments and Credit Monitoring costs. You or your lawyer may attend the hearing.

Want more information? This Notice is a summary. Visit [www.\[website\].com](http://www.[website].com) for important court documents and a detailed Long Form Notice about the Settlement that further explains how to act on your rights and options. You may also call **(xxx) xxx-xxxx** for more information.

EXHIBIT 2 (LONG FORM NOTICE)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT*In re American Life Ins. Co. and Globe Life Inc. Data Breach Litig., No. 6:25-cv-00262 (W.D. Tex.)***Were you notified that your Personal Information may have been exposed in a Data Incident involving Globe Life Inc. and American Income Life Insurance Company?****A proposed class action settlement may affect your rights.***A federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

- A proposed Settlement has been reached with Globe Life Inc. and American Income Life Insurance Company (the “Defendants”), in a class action regarding a data incident that occurred on or about October 2, 2024 (the “Data Incident”) that potentially involved current and former customers’ Personal Information (i.e., names, physical addresses, email addresses, telephone numbers, Social Security numbers, health related information, and health insurance policy information). The Action alleges claims against the Defendants for failing to properly protect the Personal Information. The Defendants deny all wrongdoing.
- You are included in this Settlement as a Settlement Class Member if you were sent notice via a letter from the Defendants and/or Globe Life Inc. that your Personal Information may have been exposed in the Data Incident.
- Under the proposed Settlement, the Defendants will provide up to \$3,400,000 for Cash Payments to Settlement Class Members. The Cash Payments will include reimbursement of up to \$5,000 upon presentment of documented losses related to the Data Incident and up to four hours of time lost at \$18 per hour for having to respond to the Data Incident. In addition, the Defendants will also pay for two years of Credit Monitoring from Cyex Financial Shield Complete for all Settlement Class Members. The Defendants also agreed to separately pay Settlement Administration Costs and court-approved Attorney’s Fees, Costs, and Service Awards.
- As a Settlement Class Member, your rights are affected whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
File a Claim	<p>The only way to receive a Cash Payment Benefit from this Settlement is to submit a valid and timely Claim Form.</p> <p>All Settlement Class Members who do not opt-out of the Settlement will receive the Credit Monitoring Benefit. You do not need to submit a Claim Form to receive this benefit.</p>	Month __, 2026
Opt Out of the Settlement	If you opt-out, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendants about the claims resolved by this Settlement. You will not receive any benefits from the Settlement.	Month __, 2026
Object to the Settlement and/or Attend a Hearing	If you do not opt-out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you can still file a Claim.	Month __, 2026

Do Nothing	If you do nothing, you will not receive a Cash Payment from this Settlement and will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You will remain a Settlement Class Member and will be able to activate your Credit Monitoring code.	No Deadline
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- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement.

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BASIC INFORMATION

1. Why was this Notice issued?

A federal Court authorized this Notice because you have a right to know about the proposed Settlement of this Action and about all your options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is called *In re American Income Life Ins. Co. and Globe Life Inc. Data Breach Litig.*, No. 6:25-cv-00262 (W.D. Tex.) and is pending in the United States District Court for the Western District of Texas. The people who filed this Action are called the “Plaintiffs” and the companies they sued, Globe Life Inc. and American Income Life Insurance Company, are called the “Defendants.”

2. What is this Action about?

On or around October 2, 2024, an unknown actor threatened to publish certain personally identifiable customer and lead information maintained by Defendants unless they paid a ransom (the “Data Incident” or “Incident”). The Incident potentially involved the Personal Information of 532,578 individuals and may have included: names, physical addresses, email addresses, telephone numbers, Social Security numbers, health related information, and health insurance policy information. Beginning in March and through June of 2025, the Defendants began notifying these individuals.

Several lawsuits were filed related to the Data Incident, which were consolidated in the Western District of Texas and are now known as *In re American Income Life Ins. Co. and Globe Life Inc. Data Breach Litig.*, No. 6:25-cv-00262 (W.D. Tex.). The Plaintiffs allege claims against the Defendants for failing to properly protect their Personal Information. The Defendants deny any and all wrongdoing.

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 who sue are known as “Class Representatives” or “Plaintiffs.” Together, the people included in the class action are called a “Settlement Class” or “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, “opting out”) from a settlement. In this Settlement, the Class Representatives are Patsy Decow, Thomas Harris, and Kathleen McAllister.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. The Defendants deny all claims and contends that they have not violated any laws. The Plaintiffs and Defendants agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim a payment and benefit more quickly. The Plaintiffs and their attorneys, who also represent the Settlement Class, believe the Settlement is in the best interests of all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all 532,578 individuals who were sent notice via a letter from American Income Life Insurance Company and/or Globe Life Inc. that their Personal Information may have been involved in the Data Incident on or about October 2, 2024.

6. Are there exceptions to being included in the Settlement?

Yes, excluded from the Settlement Class are (a) all persons who are directors, officers, and agents of Defendants; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any Settlement Class Member who timely and properly opts out of the Settlement.

THE SETTLEMENT CLASS MEMBER BENEFITS

7. What can I get from this Settlement?

If approved by the Court, the Defendants will pay up to \$3,400,000 to provide Cash Payments to Settlement Class Members. If the total of all Cash Payments for Valid Claims exceeds the cap, payments will be reduced *pro rata* (proportionally).

In addition to the Cash Payments below, the Defendants will also pay for two years of Credit Monitoring for the Settlement Class. All Settlement Class Members have been provided with a unique code to activate two years of Credit Monitoring services from Cyex. This is a benefit to all Settlement Class Members except those who exclude themselves. Once the Settlement receives Final Approval and becomes effective, Settlement Class Members will be able to enroll in the Credit Monitoring product provided under this Settlement using their Credit Monitoring code (see Question 9). Enrollment and activation of the Credit Monitoring services will be available only after the Court grants final settlement approval and the Settlement becomes effective. Instructions on how to activate the code will be provided on the Settlement Website after the Settlement has been approved by the Court.

Settlement Class Members may choose to receive one or both of the following Cash Payments:

- **Cash Payment A – Documented Losses:** Reimbursement of up to \$5,000 for each Settlement Class Member for documented losses more likely than not caused by the Data Incident; and
- **Cash Payment B – Lost Time:** A cash payment related to time spent responding to the Data Incident. There will be a maximum of four hours at \$18.00 per hour that may be claimed.

8. Tell me more about the Cash Payments.

All Settlement Class Members may choose to file a Claim Form to receive (1) Cash Payment A – Documented Losses and/or (2) Cash Payment B – Lost Time, as described below.

Cash Payment A – Documented Losses

Settlement Class Members may submit a claim for a cash payment of up to \$5,000 for unreimbursed, out-of-pocket losses relating to the Data Incident. Losses include:

- Bank fees, overdraft charges, late fees, or declined payment fees resulting from fraud;
- Charges for credit monitoring or identity theft protection purchased in response to the data breach;
- Costs incurred to place or remove a credit freeze;
- Professional fees paid to address identity fraud (e.g., accountants, attorneys, fraud specialists);
- Replacement costs for government-issued identification or documents;
- Long-distance phone charges, postage, notary, or similar incidental costs; and
- Fraudulent, unreimbursed charges or financial loss directly traceable to misuse of personal information obtained in the data breach.

You cannot be reimbursed for documented losses if you have already been reimbursed for the same expenses from another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by the Defendants or otherwise.

To receive reimbursement for documented losses, you must submit a valid Claim Form selecting Cash Payment A – Documented Losses by **Month XX, 2026** including “Reasonable Documentation” generated by a third party supporting your claim (i.e., telephone records, correspondence, and receipts). Personal certifications, declarations, or affidavits from the Settlement Class Member are not considered proper documentation, but may be included to provide clarification, context, or support for other submitted Reasonable Documentation. The supporting, out-of-pocket expenses must have been incurred between October 1, 2024 and the date of Notice.

If you do not submit Reasonable Documentation supporting a loss or the Settlement Administrator rejects your Claim for Cash Payment A and you fail to cure the Claim after a reasonable period of time, it will be rejected.

Cash Payment B – Lost Time

In addition to Cash Payment A - Documented Losses, Settlement Class Members may also choose to receive a Cash Payment related to time spent responding to the Data Incident (Cash Payment B). Lost Time cash payments will be limited to four hours at \$18 per hour and the losses must have been between October 1, 2024 and the date of Notice. To file claim for Cash Payment B, you must submit a valid Claim Form by **Month XX, 2026** selecting this benefit and self-certifying having spent time responding to the Data Incident. Lost time includes time spent dealing with anxiety, stress, and loss of sleep.

You only need to submit one Claim Form selecting one or both Cash Payments, as appropriate.

9. Tell me more about the Credit Monitoring Benefit.

In addition to Cash Payment A and Cash Payment B, all Settlement Class Members will receive two years of Cyex Financial Shield Complete. The Credit Monitoring Benefit will be provided to Settlement Class Members who do not opt out of the Settlement. Once the Settlement receives Final Approval, Settlement Class Members will be able to activate the service using the unique Credit Monitoring code emailed or mailed to you in a postcard. You can contact the Settlement Administrator at [www.\[website\].com](http://www.[website].com) or toll-free at [\(XXX\) XXX-XXXX](tel:(XXX) XXX-XXXX) if you do not know your Credit Monitoring code.

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

Unless you opt-out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about any of the legal claims this Settlement resolves. The **Releases** section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

HOW TO GET SETTLEMENT CLASS MEMBER BENEFITS – MAKING A CLAIM

11. How do I submit a Claim Form?

To file a Claim, you must submit a Claim Form by **Month XX, 2026**. Claim Forms may be submitted online at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. CT, or mailed postmarked by **Month XX, 2026** to the Settlement Administrator at:

In re American Income Life Ins. Co. and Globe Life Inc. Data Breach Litig.
 c/o Kroll Settlement Administration LLC
 P.O. Box **XXXX**
 New York, NY **XXXXXX-XXXX**

Reminder: If you are filing a claim that includes Cash Payment A – Documented Losses, you must submit reasonable documentation for your claim (see Question 8).

12. When will I get my Settlement Benefits?

The short answer is – after the Settlement is “Finally Approved” and any challenges to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026, at X:X0 .m. CT**, to decide whether to approve the Settlement, how much Attorneys’ Fees and Costs to award Class Counsel for representing the Settlement Class, and Service Awards to the Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Cash Payments will be distributed and Credit Monitoring enrollment opened if and when the Court grants Final Approval of the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Yes, the Court appointed Jeff Ostrow of Kopelowitz Ostrow P.A., Gary M. Klinger of Milberg PLLC, Carl Malmstrom of Wolf Haldenstein Adler Freeman & Herz LLP, and Kent Bronson of Bronson Legal LLC to represent you and other members of the Settlement Class as Class Counsel. You will not be charged directly for these lawyers; instead, the Defendants will pay the Attorneys’ Fees and Costs (subject to Court approval) separate from the Settlement Benefits.

If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve Attorneys’ Fees and Costs of up to \$1,260,000, as well as a \$5,000 Service Award to each of the Class Representatives. If approved, these amounts will be paid by the Defendants separate from the Cash Payments and Credit Monitoring costs.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt-out of the Settlement?

If you do not want to receive any benefits from the Settlement and you want to keep your right to separately sue the Defendants about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called “opting out.” The Opt-Out Deadline to submit a “Request for Exclusion” from the Settlement is **Month XX, 2026**.

To exclude yourself from the Settlement, you must submit a written Request for Exclusion to the Settlement Administrator that includes the following information:

- Your name, address, telephone number, and email address (if any);
- A statement indicating that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the proposed Settlement Class in *In re American Income Life Ins. Co. and Globe Life Inc. Data Breach Litig.*, No. 6:25-cv-00262 (W.D. Tex.”);
- Your personal signature.

Your Request for Exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 2026**.

In re American Income Life Ins. Co. and Globe Life Inc. Data Breach Litig.
 c/o Kroll Settlement Administration LLC
 ATTN: Exclusions
 P.O. Box **XXXX**
 New York, NY **XXXXXX-XXXX**

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Class Member Benefits, the request for Attorneys' Fees and Costs, the Service Award payments, the Releases provided to the Defendants, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must include:

- Your full name, mailing address, telephone number, and email address (if any);
- The specific factual and legal grounds for the objection known to you or your counsel;
- The number of times you have filed an objection to any proposed class action settlement in the past five years, including the case name, court, and docket number of each case as well as a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case.
- All counsel representing you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- The number of times in which your counsel and/or counsel's law firm have objected to a class action settlement within the past five years, including the case name, court and docket number of each case, and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts.
- Whether you or your counsel will appear at the Final Approval Hearing;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
- A statement regarding whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- Your signature (an attorney's is not sufficient).

Note: Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel. This includes taking depositions and requesting documents.

Objections must be filed with the Court no later than **Month XX, 2026**.

United States District Court for the Western District of Texas, Waco Division
 Street Address
 City, TX **XXXXXX**

A copy of your objection also must be mailed to Class Counsel, Defendants' Counsel, and the Settlement Administrator at the addresses below, postmarked no later than **Month XX, 2026**.

CLASS COUNSEL			
DEFENDANTS' COUNSEL	SETTLEMENT ADMINISTRATOR		
<p>Jeff Ostrow Kopelowitz Ostrow P.A. One West Los Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301</p>	<p>Gary M. Klinger Milberg PLLC 227 W. Monroe St., Ste. 2100 Chicago, IL 60606</p>	<p>Carl Malmstrom Wolf Haldenstein Adler Freeman & Herz LLP 111 W. Jackson St., Ste. 1700 Chicago, IL 60604</p>	<p>Kent Bronson Bronson Legal LLC 1216 Broadway, 2nd Floor New York, NY 10001</p>

18. What is the difference between objecting and opting out?

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

THE COURT'S FINAL APPROVAL HEARING

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

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026 at XX:X0 .m. ET**, at the United States District Court for the Western District of Texas, Waco Division, Street Address, City, **TX XXXXX** to decide whether to approve the Settlement, how much Attorney's Fees and Costs to award to Class Counsel for representing the Settlement Class, and whether to approve the Service Awards to the Class Representatives who brought this Action on behalf of the Settlement Class. The hearing may be held virtually and if so it will be posted on the Settlement Website. The date and time of this hearing may change without further notice. Please check **www.[website].com** for updates.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may but do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendants and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement and will not be eligible to receive a Cash Payment under

the Settlement; but you will still be able to activate your unique Credit Monitoring code to receive the Credit Monitoring benefit.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[website\].com](http://www.[website].com).

If you have additional questions or need to update your address, you may contact the Settlement Administrator by phone at (XXX) XXX-XXXX, or by mail:

In re American Income Life Ins. Co. and Globe Life Inc. Data Breach Litig.
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY XXXXX-XXXX

PLEASE DO NOT CONTACT THE COURT OR DEFENDANTS.

EXHIBIT 3 (CLAIM FORM)

XXXX

XXXX

Your claim must be submitted online or postmarked by: Month xx, 2026

CLAIM FORM

In re American Income Life Ins. Co. and Globe Life Inc. Data Breach Litig., No. 6:25-cv-00262 (W.D. Tex.)

GENERAL INSTRUCTIONS

If you received Notice of this Settlement, you have been identified as a Settlement Class Member whose Personal Information was potentially exposed in the Data Incident. You may submit a Claim for Settlement Benefits as outlined below.

Please refer to the Long Form Notice posted on the Settlement Website [www.\[website\].com](http://www.[website].com) for more information.

To receive a Cash Payment under this Settlement, you must submit a claim by Month XX, 2026.

Claim Forms may be submitted electronically at [www.\[website\].com](http://www.[website].com) or, using this Claim Form, by mail to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. Mail to:

In re American Income Life Ins. Co. and Globe Life Inc. Data Breach Litig.,
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

You may submit a claim for one or more of the following Settlement Benefits:

Cash Payments:

You can submit a claim for Cash Payment A and/or Cash Payment B.

Select the appropriate payment option(s):

Cash Payment A – Documented Losses Payment: Settlement Class Members may choose to receive up to \$5,000 for reimbursement of reasonable documented losses and expenses attributable to the Data Incident. Documentation must be provided. See Section III for a list of documented losses. If your claim is incomplete and you fail to cure the Claim after a reasonable amount of time, it will be rejected. Note: You cannot be reimbursed for documented losses if you have already been reimbursed for the same expenses.

OR

Cash Payment B – Lost Time: Settlement Class Members may also choose to receive a cash payment for lost time of up to four hours, at \$18 per hour, with a statement self-certifying having spent time responding to the Data Incident. The losses must have been between October 1, 2024 and the date of Notice. Lost time includes time spent dealing with anxiety, stress, and loss of sleep.

Note: In the event the total of all Claims for Cash Payments exceeds the cap of \$3,400,000, the Cash Payments will be reduced *pro rata* (proportionally).

Credit Monitoring:

In addition to Cash Payment A and Cash Payment B, all Settlement Class Members who do not opt out will receive two years of Credit Monitoring with two credit bureaus which will also include \$1,000,000 of identity theft insurance. Once the Settlement receives Final Approval, you will be able to activate the service using the unique Credit Monitoring code emailed or mailed to you in a postcard. You can contact the Settlement Administrator at [www.\[website\].com](http://www.[website].com) or toll-free at (XXX) XXX-XXXX if you do not know your Credit Monitoring code.

XXXX

I. PAYMENT SELECTION

If you would like to receive your payment through electronic transfer, please visit the Settlement Website ([www.\[website\].com](http://www.[website].com)) and timely file your Claim Form online by 11:59 CT on **Month XX, 2026**. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

II. SETTLEMENT CLASS MEMBER INFORMATION

Enter the Settlement Class Member ID provided to you on the notice mailing:

Settlement Class Member ID: XXXXXX _____

If you do not know your Settlement Class Member ID, please contact the Settlement Administrator at (XXX) XXX-XXXX, Monday through Friday 8 a.m. to 8 p.m. CT (excluding major U.S. holidays) to request it.

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Telephone Number: (____) ____ - ____

III. REIMBURSEMENT FOR DOCUMENTED EXPENSES

Settlement Class Members may choose to receive up to \$5,000 for reimbursement of losses and expenses attributable to the Data Incident (Cash Payment A). Reasonable Documentation generated by a third-party supporting your claim must be provided (i.e., credit card statements, bank statements, invoices, telephone records, and receipts). The supporting, out-of-pocket expenses must have been incurred between October 1, 2024 and the date of Notice.

Losses include, but are not limited to, (1) bank fees, overdraft charges, late fees, or declined payment fees resulting from fraud; (2) charges for credit monitoring or identity theft protection purchased in response to the data breach; (3) costs incurred to place or remove a credit freeze; (3) professional fees paid to address identity fraud (e.g., accountants, attorneys, fraud specialists); (4) replacement costs for government-issued identification or documents; (5) long-distance phone charges, postage, notary, or similar incidental costs; and (6) fraudulent, unreimbursed charges or financial loss directly traceable to misuse of personal information obtained in the data breach.

If you do not provide documentation or complete the Claim Form properly, your claim will be considered incomplete; and if you fail to cure the Claim after a reasonable amount of time, it will be rejected.

XXXX

You must have unreimbursed documented expenses incurred as a result of the Data Incident and submit documentation to obtain this reimbursement.

I have attached documentation showing that the documented expenses listed below were caused by the Data Incident.

Cost Type (Fill all that apply)	Approximate Date of Loss <u>0 8/17/25</u> (mm/dd/yy)	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Credit Monitoring Service	<u>0 8/17/25</u> (mm/dd/yy)	\$50.00	Copy of credit monitoring service bill
	— / — / — (mm/dd/yy)	\$ _____ . _____	
	— — / — / — (mm/dd/yy)	\$ _____ . _____	
	— — / — / — (mm/dd/yy)	\$ _____ . _____	

IV. LOST TIME

Settlement Class Members may also choose to receive a Cash payment for lost time of up to four hours, at \$18 per hour, with a statement self-certifying having spent time responding to the Data Incident. The losses must have been between October 1, 2024 and the date of Notice. Lost time includes time spent dealing with anxiety, stress, and loss of sleep.

Total Number of Hours of Lost Time (max. of 4): _____

I hereby certify that I spent the amount of time listed above responding to the Data Incident.

V. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my State, and under penalty of perjury, that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

— — / — — / — —
Date (mm/dd/yyyy)

XXXX

XXXX

Print Name

Questions? Visit [www.\[website\].com](http://www.[website].com) or call the Settlement Administrator at (xxx) xxx-xxxx.

EXHIBIT 4

(PRELIMINARY APPROVAL ORDER)

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION

IN RE: AMERICAN INCOME LIFE
INSURANCE CO. AND GLOBE LIFE,
INC. DATA BREACH LITIGATION

Case No. 6:25-cv-00262

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

WHEREAS, Plaintiffs, individually, and on behalf of the Settlement Class, and Defendants have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Agreement:

NOW, THEREFORE, based on the Agreement, all the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a Final Approval Hearing should be held to determine whether the proposed settlement described in the Agreement should be finally approved as fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. All capitalized terms herein shall have the same meanings as those defined in Section II of the Agreement.
2. This Court has personal jurisdiction over the subject matter of this Action and the Parties, including Plaintiffs and all Settlement Class Members.
3. The Court preliminarily approves of the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class, but such finding is not to be deemed as an admission of

fault or liability by Defendants or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendants. Defendants shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

4. For purposes of determining whether the terms of the Settlement should be finally approved as fair, reasonable, and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

The 532,578 individuals who were sent notice via letter from Defendants that their Personal Information may have been exposed in the Data Incident.

5. Excluded from the Settlement Class are: (a) all persons who are directors, officers, and agents of Defendants; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any Settlement Class Member who timely and properly opt-out of the Settlement.

6. The Court preliminarily finds that the terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the Defendants to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

7. The Court finds that, for purposes of settlement: the number of members of the Settlement Class is so numerous that joinder is impracticable; there are questions of law and fact common to the members of the Settlement Class; the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; the questions of law

and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

20. For purposes of settlement only, the Court finds and determines that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and appoints them as Class Representatives, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger Milberg PLLC, Carl Malmstrom of Wolf Haldenstein Adler Freeman & Herz LLP, Bronson of Kent Bronson Legal LLC, and Joe Kendall of Kendall Law Group LLP.

8. The Parties have selected Kroll Settlement Administration LLC to serve as the Settlement Administrator. The Court hereby approves of and appoints Kroll and directs it to commence the Notice Program and initiate the Claims Process and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

9. The Parties have prepared the Notices, which are attached to the Agreement. The Court preliminarily finds that the Notice provided to Settlement Class members is the most practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action and of their right to object or to exclude themselves from the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class members entitled to receive notice.

10. The Court has carefully reviewed and hereby approves the Notices as to form and content and directs that they be without material alteration unless otherwise modified by agreement of the Parties and approved by the Court. The Court directs that the Notice Program be implemented as outlined in the Agreement.

11. Settlement Class members who wish to opt-out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the Opt-Out Deadline. The process to opt-out is set forth in the Agreement and in the Notices. Settlement Class members who opt-out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement, the Final Approval Order, or the Final Judgment.

12. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Notice and Agreement shall be bound by any Final Approval Order and Final Judgment entered, even if such Settlement Class Members never received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Parties as defined in the Agreement.

13. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards shall file any objections before the Objection Deadline and pursuant to the requirements of this paragraph. To be considered, the objection must include: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any

reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (f) whether the objector and/or objector's counsel will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient). Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding written document requests. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator. If submitted by mail, an objection shall be deemed to have been submitted on the date the mail is postmarked. If submitted by private courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. Objections that fail to comply with each and every requirement in this order will be overruled.

14. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of the Agreement and this Preliminary Approval Order, describing how

the Notice Program was completed, indicating the number of Claims received, providing the names of each Settlement Class member who timely and properly requested to opt out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

15. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held virtually or in person. The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and Final Judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve the amount of any Service Award to the Class Representatives. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class members other than on the Settlement Website and the Court's docket.

16. The Court confirms the following schedule (which the court, upon showing of good cause by the Parties, may extend any of the deadlines):

Deadline for Defendants to Provide Class List to Settlement Administrator	Within 5 days of Preliminary Approval Order
Deadline to Commence Notice Program	Within 20 days after Preliminary Approval
Deadline to complete Notice Program	45 days before the initial scheduled Final Approval Hearing
Deadline to file Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards	45 days before the initial scheduled Final Approval Hearing

Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Claim Form Deadline	60 days following the Notice Date
Final Approval Hearing	_____ at ___:___ a.m./p.m. (no less than 110 days following Preliminary Approval)

17. The Court stays all proceedings in this Action until further order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the term of the Agreement.

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

THE HONORABLE LEON SCHYDLOWER
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT 5 (FINAL APPROVAL ORDER)

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION

IN RE: AMERICAN INCOME LIFE
INSURANCE CO. AND GLOBE LIFE,
INC. DATA BREACH LITIGATION

Case No. 6:25-cv-00262

[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Before the Court is Plaintiffs'¹ Unopposed Motion for Final Approval of Class Action Settlement. The motion seeks approval of the Settlement and Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

Having reviewed and considered the record, the Settlement, Motion for Final Approval, and supporting declarations, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this order.

WHEREAS, on _____, 2026, the Court granted Preliminary Approval which, among other things, (a) conditionally certified this Action as a class action, including defining the Settlement Class, (b) appointed Plaintiffs as the Class Representatives and appointed Jeff Ostrow, Gary Klinger, Carl Malmstrom, Kent Bronson, and Joe Kendall, Jeff Ostrow as Class Counsel; (c) preliminarily approved the Settlement; (d) approved the Notice Program; (e) approved the Claim

¹ All capitalized terms used herein have the same meanings as those defined in Section II of the Settlement Agreement ("SA"), attached to the Motion for Preliminary Approval as *Exhibit 1*.

Process; (f) set deadlines for opt-outs and objections; (g) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing;

WHEREAS, pursuant to the Notice requirements set forth in the Settlement and in the Preliminary Approval Order, the Settlement Class was notified by Postcard Notice of the terms of the proposed Settlement, of the right to opt-out or object;

WHEREAS, _____, 2026, the Court held a Final Approval Hearing to determine, inter alia, (1) whether the terms and conditions of the Settlement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement; and (2) whether Final Judgment should be entered dismissing this Action with prejudice. Prior to the Final Approval Hearing, the Settlement Administrator filed a declaration with the Court confirming compliance with the Notice requirements set forth in the Preliminary Approval order. Therefore, the Court is satisfied that Settlement Class was properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement and the Application for attorney's fees, costs, and Service Awards.

WHEREAS, the Court is not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

WHEREAS, the Court being required under Rule 23 of the Federal Rule of Civil Procedure to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for

Defendants, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate, and reasonable, having considered the Application for Attorneys Fees, Costs, and Service Awards made by Class Counsel, and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and Parties thereto, including the Settlement Class.
2. The Settlement involves allegations in the Complaint for failure to implement or maintain adequate data security measures and safeguards to protect Private Information, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Settlement Class Members.
3. The Settlement does not constitute an admission of liability by Defendants, and the Court expressly does not make any finding of liability or wrongdoing by Defendants.
4. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties pursuant to Rule 23 of the Federal Rule of Civil Procedure, grants Final Approval of the Settlement and for purposes of the Settlement and this Final Approval Order only, the Court hereby finally certifies the following Settlement Class:

The 532,578 individuals who were sent notice via letter from Defendants that their Personal Information may have been exposed in the Data Incident.

5. Excluded from the Settlement Class are: (a) all persons who are directors, officers, and agents of Defendants; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any Settlement Class Member who timely and properly opt-out of the Settlement.

6. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this Action, which further supports the Court's finding that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement reflected in the Agreement.

7. The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Rule 23 of the Federal Rule of Civil Procedure set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the class proposed in the Settlement.

8. The terms of the Settlement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, the Application for Attorneys' Fees, Costs, and Service Awards have been provided to the Settlement Class as directed by this Court's orders.

9. The Court finds that the Notice Program, set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for Settlement purposes only, the existence and terms of the Settlement, and their right to object and

to appear at the Final Approval Hearing or to exclude themselves from the Settlement, and satisfied the requirements of the Texas Rules of Civil Procedure, the Texas Constitution, and other applicable law.

10. As of the Opt-Out Deadline, _____ Settlement Class Members have requested to be excluded from the Settlement.

11. Zero objections were filed by Settlement Class Members.

12. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

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

14. Pursuant to the Settlement, Defendants, the Settlement Administrator, and Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

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

16. Pursuant to and as further described in the Settlement, upon the Effective Date the Releasing Parties release the Released Parties from the Released Claims.

17. None of the releases in the Settlement shall preclude any action to enforce the terms of the Agreement by Plaintiff, Settlement Class Members, Class Counsel, and/or the Defendants.

18. The Court affirms 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.

19. Pursuant to the Settlement Agreement, and in recognition of their services on behalf of the Settlement Class, the Court approves a Service Award to the Class Representatives in the amount of \$5,000.00 each. Payment of the Service Awards shall be made in accordance with the terms of the Settlement.

20. The Court affirms the appointment of Jeff Ostrow, Gary Klinger, Carl Malmstrom, Kent Bronson, and Joe Kendall as Class Counsel. The Court concludes that Class Counsel have adequately represented the Settlement Class and will continue to do so.

21. The Court, after careful review of Class Counsel's Application for Attorneys' Fees and Costs, and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's request for attorneys' fees in the amount of \$ _____ and costs in the amount of \$ _____. Payment shall be made pursuant to the terms of the Settlement.

22. If the Effective Date, as defined in the Settlement, does not occur for any reason, this Final Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and the terms and provisions of the Settlement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement shall be treated as vacated nunc pro tunc, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement (without prejudice to any of the Parties' respective

positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel.

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

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

25. This Final Approval Order resolves all claims against all Parties in this action.

26. This matter is hereby dismissed with prejudice and without costs except as provided in the Settlement.

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

THE HONORABLE LEON SCHYDLOWER
UNITED STATES DISTRICT COURT JUDGE