

EXHIBIT 1

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION**

*In re Jack's Family Restaurants, LP
Data Breach Litigation*

Case No.: 2:25-cv-01861-LCB

Judge: Hon. Liles C. Burke

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant Jack's Family Restaurants, LP ("Defendant" or "Jack's"). The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant is a restaurant chain based in Birmingham, Alabama with more than 285 locations across six Southern states.

2. Plaintiffs and Class Members provided Private Information to Defendant, which Defendant collected and used.

3. On or about August 10, 2025, Defendant became aware of suspicious activity within its platform used to store confidential data belonging to its current and former employees. Defendant's investigation determined that cybercriminals illegally gained access to Jack's platform between July 24, 2025 and August 10, 2025. Private Information belonging to Plaintiffs and Class Members' stolen during the Data Incident included names, Social Security numbers, dates of birth, addresses, phone numbers, and bank account information for direct deposit of wages.

4. In October 2025, Defendant began mailing Notice Letters to Plaintiffs and Class

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

Members.

5. On October 24, 2025, Plaintiff Amanda Cravey (“Plaintiff Cravey”) filed a class action (Case No. 2:25-cv-01861-SGC) against Jack’s in the Northern District of Alabama asserting claims arising from the Data Incident. (“*Cravey Action*”).

6. In November 2025, Plaintiffs Yetta Weston (Case No. 2:25-cv-01951-JHE), Lajada Curl (Case No. 2:25-cv-01955-AMM), Jami Tanner (Case No. 2:25-cv-01956-GMB), Kimberly Moye and Dayjah Collins (Case No. 2:25-cv-01996-SGC), and Jennifer Wilson (Case No. 2:25-cv-01997-GMB) subsequently filed similar actions in this Court, bringing claims arising out of the Data Incident, against Jack’s and proposing a class of people that is the same or substantially similar to that proposed in the *Cravey Action*. The Related Actions arise from the same Data Incident experienced by Defendant and involve materially similar allegations against Defendant and seek to certify materially similar classes.

7. On December 16, 2025, Plaintiffs Amanda Cravey, Yetta Weston, Lajada Curl, Jami Tanner, Kimberly Moye and Dayjah Collins and Jennifer Wilson, individually and on behalf of all other similarly situated, filed an unopposed motion to consolidate the related actions into the first *Cravey Action* against Jack's Family Restaurants, LP.

8. On February 10, 2026, the Court entered an order under Rule 42(a) consolidating the *Cravey Action* (No. 2:25-cv-01861-LCB) with Weston (No. 2:25-cv-01951-ACA), Curl (No. 2:25-cv-01955-AMM), Tanner (No. 2:25-cv-01956-CLM), Moye/Collins (No. 2:25-cv-01996-ACA), and Wilson (No. 2:25-cv-01997-ACA) into the *Cravey Action*, with the new consolidated caption “In re Jack’s Family Restaurants, LP Data Breach Litigation” and directed that all subsequent filings be made in Case No. 2:25-cv-01861-LCB, and provided that all future related actions are to be consolidated into that action.

9. The Court appointed William B. Federman as Interim Lead Counsel and Jonathan S. Mann as Interim Liaison Counsel.

10. On March 27, 2026, Plaintiffs Amanda Cravey, Yetta Weston, Jami Tanner, Kimberly Moye, and Jennifer Wilson filed the Consolidated Class Action Complaint (Case No. 2:25-cv-01861-LCB) in the lead case, asserting causes of action for negligence, negligence per se, breach of implied contract, breach of fiduciary duty, unjust enrichment, and declaratory and Injunctive Relief.

11. Along there with, Plaintiff Murphy filed a class action lawsuit against Defendant in Jefferson County, Alabama. *Murphy v. Jack's Family Restaurants, LP*, Case No. 01-CV-2025-904681.00 (Jefferson County, Alabama) (the "State Action").

12. On April 3, 2026, Defendant moved unopposed to extend its time to respond to the Consolidated Complaint, requesting a 60-day extension to June 27, 2026. The Court granted the unopposed motion, setting Defendants' answer deadline on or before June 27, 2026, and denying as moot duplicate extension motions in the member cases. The stated purpose of the extension was to allow the parties to participate in mediation with a mediator experienced in data incident litigation, with negotiations and mediation anticipated prior to June 10, 2026.

13. In connection with mediation efforts, the parties exchanged confidential pre-mediation discovery and mediation statements. On June 2, 2026, the Parties met before Bruce A. Friedman, Esq., JAMS for a full day of mediation.

14. The Parties agreed that any settlement would be presented in the consolidated federal action, *In re Jack's Family Restaurants, LP Data Breach Litigation*, Case No. 2:25-cv-01861-LCB (N.D. Ala.). Plaintiff Murphy and Defendant have agreed to stay the State Action. Plaintiff Murphy will file a notice of voluntary dismissal with prejudice in the State Action with 5

days of a Final Approval Order.

15. Upon execution of the settlement term sheet on June 2, 2026, the parties agreed to inform the Court that they reached agreement on material settlement terms and that Plaintiffs would file a motion for preliminary approval within 30 days.

16. The Parties now agree to settle the Action (including all allegations made in the related actions) entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint or that could have been made in the Complaint as a result of the Data Incident, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made 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, Defendant, and all Settlement Class Members.

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

approval by the Court, as follows.

II. Definitions

17. “**Action**” means the consolidated class action lawsuit entitled: *In re Jack’s Family Restaurants, LP Data Breach Litigation*, Case No. 2:25-cv-01861-LCB, pending in the Northern District of Alabama.

18. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement.

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

20. “**CAFA Notice**” means the Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

21. “**Cash Payment**” means compensation paid to Settlement Class Members who submitted a Claim and elected Cash Payment A – Documented Losses, Cash Payment B – Reimbursement for Lost Time, or Cash Payment C – Alternative Cash Payment.

20. “**Cash Payment A – Documented Losses**” means the Settlement Class Member Benefit consisting of a maximum payment of \$4,000.00, that Settlement Class Members, who incurred documented losses, may elect pursuant to Section IV herein.

21. “**Cash Payment B – Reimbursement for Lost Time**” means the Settlement Class Member Benefit in the estimated amount of \$20.00 per hour up to 4 hours for time spent responding to the Data Incident that Settlement Class Members may elect pursuant to Section IV

herein.

22. “**Cash Payment C – Alternative Cash Payment**” means the Settlement Class Member Benefit in the amount of \$55.00, that Settlement Class Members may elect pursuant to Section IV herein, as an alternative to the documented, unreimbursed, out-of-pocket losses and/or lost time payment.

23. “**Claim**” means the submission of a Claim Form by a Claimant to elect a Cash Payment and/or Credit Monitoring.

24. “**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.

25. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final Approval Hearing 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 and/or Credit Monitoring.

26. “**Claimant**” means a Settlement Class member who submits a Claim Form.

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

28. “**Class Counsel**” means William B. Federman of Federman & Sherwood.

29. “**Class List**” means the list of Settlement Class Members’ names and postal addresses that Defendant shall provide to the Settlement Administrator within 10 days of Preliminary Approval.

30. “**Class Representatives**” mean the Plaintiffs who are approved by the Court to

serve as Class Representatives.

31. “**Complaint**” means the Consolidated Class Action Complaint filed by Plaintiffs on March 27, 2026.

32. “**Court**” means the United States District Court for the Northern District of Alabama, Northeastern Division, presiding over the Action and the Judge assigned to the Action.

33. “**Credit Monitoring**” means the three years of CyEx Financial Shield Complete with one-bureau credit monitoring provided through the Settlement that Settlement Class Members will automatically receive a code to enroll in.

34. “**Data Incident**” means the cybersecurity incident that Defendant discovered on August 10, 2025, resulting in the unauthorized access to or acquisition of Settlement Class Members’ Private Information.

35. “**Defendant**” means Jack’s Family Restaurants, LP, the defendant in the Action.

36. “**Defendant’s Counsel**” means Joshua L. Becker and Jonathan R. Hirsch of Shook Hardy & Bacon.

37. “**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.

38. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

39. “**Final Approval**” means the final approval of the Settlement, which occurs when

the Court enters the Final Approval Order.

40. “**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.

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

42. “**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.

43. “**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.

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

45. “**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.

46. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice and Long Form Notice. The Notice Program also includes the Settlement Website and the Settlement Class telephone line.

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

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

Hearing.

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

50. “**Party**” means each of the Plaintiffs and Defendant, and “**Parties**” means Plaintiffs and Defendant, collectively.

51. “**Plaintiffs**” means Amanda Cravey, Yetta Weston, Jami Tanner, Kimberly Moye, Jennifer Wilson, and Josalyn Murphy.

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

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

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

55. “**Private Information**” means information collected and/or maintained by Defendant, including, but not limited to some combination of names, Social Security numbers, dates of birth, addresses, phone numbers, and bank account information for direct deposit of wages.

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

57. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses,

costs, indemnities, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the claims made in the Complaint or that could have been made in the Complaint related to the Data Incident.

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

59. **"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.

60. **"Service Awards"** means the payment the Court may award the Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members.

61. **"Settlement Administrator"** means Simpluris, Inc.

62. **"Settlement Administration Costs"** means all costs and fees of the Settlement Administrator relating to Notice and Settlement administration.

63. “**Settlement Class**” means all persons residing in the United States whose Private Information was compromised by the Data Incident, including all persons who were sent notice of the Data Incident. Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of Defendant; (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (c) any Settlement Class Member who properly opts-out of the Settlement.

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

65. “**Settlement Class Member Benefits**” means Cash Payments, Credit Monitoring, injunctive relief, Settlement Administration Costs, Class Counsel attorneys’ fees, costs, and Class Representative Service Awards.

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

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

III. Certification of the Settlement Class

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

IV. Settlement Consideration

69. All Settlement Class Members may submit a Claim for (i) Cash Payment A – Documented Losses and Cash Payment B – Reimbursement for Lost Time, or (ii) Cash Payment C – Alternative Cash Payment. Additionally, all Settlement Class Members may elect to receive three years of one-bureau Credit Monitoring. Settlement Class Members who fail to submit a Valid Claim or opt-out of the Settlement will release their claims against Defendant without receiving a Cash Payment, Credit Monitoring, or any other benefit as a result of this Settlement.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to \$4,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form and attest under penalty of perjury to incurring documented losses. Settlement Class Members will be required to timely submit reasonable documentation supporting the losses. 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 Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be converted to Cash Payment C – Alternative Cash Payment.

b. Cash Payment B – Reimbursement for Lost Time

In addition to or in lieu of electing Cash Payment A – Documented Losses, a Settlement Class Member may elect to receive Cash Payment B – Reimbursement for Lost Time, which is a reimbursement cash payment of \$20.00 per hour for up to 4 hours of time spent responding to the Data Incident. Settlement Class Members must attest to the amount of time spent. If a Settlement Class Member fails to identify how many hours of time spent on the Claim Form, the Settlement Administrator may interpret such as a claim for one hour of time.

c. Cash Payment C – Alternative Cash Payment

In lieu of electing Cash Payment A – Documented Losses, and in addition to or in lieu of Cash Payment B – Reimbursement for Lost Time, a Settlement Class Member may elect to receive Cash Payment C – Alternative Cash Payment, which is a cash payment of \$55.00, an alternative

to the documented, unreimbursed, out-of-pocket losses and/or lost time payment.

d. Credit Monitoring

In addition to a Cash Payment, Settlement Class Members may elect to receive an enrollment code for three years of CyEx Financial Shield Complete with one-bureau credit monitoring. The Credit Monitoring will provide the benefits offered with CyEx Financial Shield Complete at the time of Final Approval, which at this time include, but are not limited to, credit monitoring, dark web monitoring, real-time authentication alerts, high-risk transaction monitoring, lost wallet protection, and insurance coverage for up to \$1,000,000 for identity theft.

70. Settlement Payment

Defendant shall be solely responsible for causing to be paid all valid Claims for the benefits of Settlement Class Members including Cash Payments and any benefits set forth above in addition to all costs associated with the remedial measures.

71. Injunctive Relief – Defendant undertook significant remediation measures following the Data Incident, including either have undertaken or will undertake certain reasonable steps to strengthen the security of their computers systems and network environments. Should the Court have questions about the specific remediation measures or about the amount of money Defendant has incurred or will incur in connection with the implemented or to-be-implemented measures, Defendant shall provide that information to the Court. The costs of such implemented or to-be-implemented measures are the responsibility of the Defendant and will not in any way reduce the Settlement Amount. Plaintiffs may present the cost of these business practice changes to the Court to value the Settlement.

V. Settlement Approval

72. Within fourteen (14) days following execution of this Agreement by all Parties and

Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

73. 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 the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Plaintiffs as Class Representatives and William B. Federman as Class Counsel for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

74. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. Class Counsel and Defendant's Counsel 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, including, but not limited to, the Due Process Clause of the United States Constitution.

75. 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, administering the Settlement Account, and distributing the

Cash Payments.

76. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice that includes a unique identifier to help avoid fraudulent claims, sending out Long Form Notices and paper Claim Forms upon request Settlement Class members, analyzing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

b. Within ten (10) days following the filing of the Motion for Preliminary Approval and pursuant thereto, the Settlement Administrator, on behalf of Defendant, shall cause a CAFA Notice to be served upon the appropriate State and Federal officials. Defendant will cooperate with the Settlement Administrator in preparing and finalizing the CAFA Notice. All expenses incurred in connection with the preparation and service of the CAFA Notice by the Settlement Administrator shall be payable by Defendant;

c. Establishing and maintaining the Escrow Account approved by the Parties;

d. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;

e. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

f. Establishing and maintaining an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;

- g. Responding to any mailed Settlement Class member inquiries;
- h. Processing all opt-out requests from the Settlement Class;
- i. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- j. 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, the number of Claims for each form of cash Payment, 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;
- k. Distributing, out of the Settlement Amounts, Cash Payments by electronic means or by paper check;
- l. Paying Court-approved attorneys' fees, costs, and Service Awards;
- m. Paying Settlement Administration Costs following approval by Class Counsel and Defendant's Counsel; and
- n. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Amounts have been properly administered and that the Cash Payments and Credit Monitoring access information have been properly distributed.

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

77. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

78. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Notice shall be made to all Settlement Class Members via US Postal Mail. Postcard Notice shall be sent to all Settlement Class Members for whom postal addresses were included in the Class List or identified thereafter by the Settlement Administrator. 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 45 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.

79. 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 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. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and

deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

80. 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.

81. The Long Form Notice also shall include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class before the end of the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked by the Opt-Out 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. Mass or class opt-outs, or other purported group opt-outs signed by an attorney, are not permitted and will not be accepted. 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.

82. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form

Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection prior to the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded himself or herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope. If 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.

83. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - d. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may claim an entitlement to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
 - e. the number of times in which the objector's counsel and/or counsel's law

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

f. whether the objector and/or his or her counsel used Artificial Intelligence to assist in drafting their objection, and if so, what platform they used;

g. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

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

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

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

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

84. Within 21 days of the Preliminary Approval Order and Defendant being provided with all necessary information for making that payment, Defendant shall cause to be paid to the Settlement Administrator \$75,000 for Settlement Administration Costs. Any additional amount owed for Settlement Administration Costs will be sent to Defendant by the Settlement Administrator in monthly invoices and any unspent funds will be returned to Defendant.

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

VIII. Claim Form Process and Disbursement of Settlement Class Member Benefits

86. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Cash Payment and how to submit a Claim Form, and will include a code to enroll in the 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 Defendant 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 Defendant's Counsel shall be provided with copies of all such notifications to Claimants; and
- d. The Settlement Administrator's determination as to whether to approve,

deny, or reduce a Claim shall be final and binding.

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. Additionally, Class Counsel 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 Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

96. Within 45 days of the Effective Date, the Settlement Administrator notifying Defendant of the full amount of approved Settlement Class Member Benefits, and Defendant being provided with all necessary information for making that payment, Defendant shall cause to be paid to the Settlement Administrator an amount sufficient to satisfy the full amount of the approved Settlement Class Member Benefits.

97. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 60 days after the Effective Date, the date Defendant is provided with the full amount of approved Settlement Class Member Benefits, and Defendant being provided with all necessary information for making that payment.

98. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Settlement Class Members will choose their preferred method of payment on the Claim Form. Paper checks must be negotiated within 90 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement

Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the 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, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

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

IX. Final Approval Order and Final Judgment

100. 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 scheduled 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.

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

other things:

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

X. Service Awards, Attorneys' Fees and Costs

102. *Service Awards* – The Class Representatives may seek Service Awards of up to \$2,500 each, subject to Court approval. The Service Awards approved by the Court shall be paid by the Settlement Administrator to Class Counsel on behalf of the Class Representatives out of the Escrow Account by wire transfer to an account designated by Class Counsel within 45 days of the later of Final Approval and Defendant being provided with all necessary information for making that payment.

103. *Attorneys' Fees and Costs* - Class Counsel shall apply to the Court for an award of attorneys' fees plus reimbursement of reasonable costs and expenses to be paid by Defendant. The parties agree that Defendants will not oppose Settlement Class Counsel's request up to

\$351,000.00. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Escrow Account by wire transfer to an account designated by Class Counsel within 45 days of the later of Final Approval and Defendant being provided with all necessary information for making that payment.

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

XI. Releases

105. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had. The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

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

107. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any

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

XII. Termination of Settlement

108. 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 XIII 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.

109. 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.

110. If more than 50 members of the Settlement Class opt-out of the Settlement, Defendant shall have five (5) business days from the date the Settlement Administrator provides written notice to Defendant of the number of opt-outs to cancel the Settlement.

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*.

112. In the event this Agreement is terminated or fails to become effective, all funds paid by Defendant shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid by the Defendant, the Settlement Administrator shall return the balance to Defendant within 20 days of termination.

XIII. Effect of Termination

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

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

Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

115. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

116. 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.

117. 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.

118. 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.

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

XV. Miscellaneous Provisions

120. ***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 Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties

or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

121. ***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.

122. ***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.

123. ***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.

124. ***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.

125. ***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.

126. ***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.

127. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the federal court in the Northern District of Alabama, without regard to the principles thereof regarding choice of law.

128. ***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.

129. ***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.

130. ***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:

William B. Federman
FEDERMAN & SHERWOOD
10205 N. Pennsylvania Ave.
Oklahoma City, OK 73120
wbf@federmanlaw.com

Class Counsel

If to Defendant or Defendant's Counsel:

Joshua L. Becker
SHOOK, HARDY & BACON, L.L.P.
1230 Peachtree St. NE,
Suite 1200
Atlanta, GA 30309
jbecker@shb.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.

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

132. ***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.

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

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

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

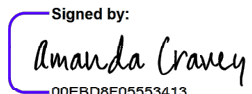
135. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different 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.

136. ***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 (individually and on behalf of the Settlement Class)

Signed by:

00EBD8F05553413...

Amanda Cravey

Yetta Weston

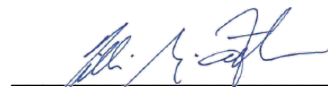
Jami Tanner

Kimberly Moye

Jennifer Wilson

Josalyn Murphy

CLASS COUNSEL


William B. Federman
FEDERMAN & SHERWOOD

PLAINTIFFS (individually and on behalf of the Settlement Class)

Amanda Cravey


Yetta Weston (Jul 7, 2026 20:53:16 EDT)
Yetta Weston

Jami Tanner

Kimberly Moye

Jennifer Wilson

Josalyn Murphy

CLASS COUNSEL

William B. Federman
FEDERMAN & SHERWOOD

PLAINTIFFS (individually and on behalf of the Settlement Class)

Amanda Cravey

Yetta Weston


Jami Tanner (Jul 2, 2026 14:37:55 EDT)

Jami Tanner

Kimberly Moye

Jennifer Wilson

Josalyn Murphy

CLASS COUNSEL

William B. Federman
FEDERMAN & SHERWOOD

PLAINTIFFS (individually and on behalf of the Settlement Class)

Amanda Cravey

Yetta Weston

Jami Tanner

Kimberly Denise Moya
Kimberly Denise Moya (Jul 11, 2026 14:17:38 EDT)

Kimberly Moya

Jennifer Wilson

Josalyn Murphy

CLASS COUNSEL

William B. Federman
FEDERMAN & SHERWOOD

PLAINTIFFS (individually and on behalf of the Settlement Class)

Amanda Cravey

Yetta Weston

Jami Tanner

Kimberly Moye

Signed by:



12FF3671E629413...

Jennifer Wilson

Josalyn Murphy

CLASS COUNSEL

William B. Federman
FEDERMAN & SHERWOOD

PLAINTIFFS (individually and on behalf of the Settlement Class)

Amanda Cravey

Yetta Weston

Jami Tanner

Kimberly Moye

Jennifer Wilson

Josalyn Murphy
Josalyn Murphy

CLASS COUNSEL

William B. Federman
FEDERMAN & SHERWOOD

DEFENDANT – JACK’S FAMILY RESTAURANTS, LP



By: William M. Lallatin

Its Chief Financial Officer

COUNSEL FOR DEFENDANT



Joshua L. Becker

SHOOK, HARDY & BACON, L.L.P

EXHIBIT 1

Jack's Family Restaurants, LP Data
Incident Settlement
c/o Settlement Administrator
[address]

***In re Jack's Family Restaurants, LP Data
Breach Litigation.***

Case No. 2:25-cv-01861-LCB

***United States District Court Northern District
of Alabama Northeastern Division***

**IF JACK'S FAMILY RESTAURANTS, LP NOTIFIED
YOU THAT YOUR PRIVATE INFORMATION WAS
INVOLVED IN A JULY- AUGUST 2025 DATA
INCIDENT, A PROPOSED CLASS ACTION
SETTLEMENT MAY AFFECT YOUR RIGHTS AND
ENTITLE YOU TO A BENEFIT.**

For more information about the proposed class
action Settlement, including how to submit a
claim, exclude yourself, or submit an objection,
please visit [www.\[insert\].com](http://www.[insert].com)
or call toll-free 1-(833)-***-****

A court has authorized this notice.

First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice? A Settlement has been reached with Jack's Family Restaurants, LP ("Jack's" or "Defendant") in a class action lawsuit. This class action lawsuit concerned the targeted cyberattack on Jack's computer systems that occurred between July -August 2025 (the "Data Incident"). Certain files that contained Private Information were accessed.

Jack's denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the Action (the "Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Who is included in the Settlement? The Court has defined the class as: "all persons residing in the United States whose Private Information was compromised by the Data Incident, including all persons who were sent notice of the Data Incident."

What are the Settlement benefits? Settlement Class Members may claim three years of Credit Monitoring Services in addition to the following Cash Payment options. Settlement Class Members who incurred actual, documented monetary losses may submit a Documented Losses claim for reimbursement of up to \$4,000.00. Alternatively, or in addition to a claim for Documented Losses, Settlement Class Members may submit a claim for Reimbursement for Time Spent, of \$20.00 per hour for up to 4 hours spent responding to the Data Incident. Alternatively, in lieu of submitting a claim for Documented Losses and Reimbursement for Lost Time, Settlement Class Members may submit a claim for Alternative Cash Payment of \$55.00. Requirements and instructions may be found at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

How do I receive a benefit? You must submit a Claim Form. The easiest way to submit a claim is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). You may also download a Claim Form or call 1-(833)-***-**** to have one mailed to you. Claims must be submitted online or postmarked by **[Claims Deadline]**.

Who represents me? The Court has appointed attorney William B. Federman of Federman & Sherwood to represent you and the Settlement Class ("Class Counsel").

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

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on **[date]** at 660 Gallatin Street SW, Huntsville, AL 35801 to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees up to \$351,000.00 plus reimbursement of reasonable costs, and \$2,500.00 for each of the named Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

**THIS NOTICE IS ONLY A SUMMARY. VISIT
WWW.[SettlementWebsite].COM
OR SCAN THIS QR CODE FOR COMPLETE
INFORMATION.**



EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Jack's Family Restaurants Data Breach Litigation

Case No.: 2:25-cv-01861-LCB

United States District Court

Northern District of Alabama

Northeastern District

IF JACK'S FAMILY RESTAURANTS, LP NOTIFIED YOU THAT YOUR PRIVATE INFORMATION WAS INVOLVED IN A JULY-AUGUST 2025 DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO A SETTLEMENT BENEFIT AND ENTITLE YOU TO A CASH PAYMENT.

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

You are not being sued.

Please read this notice carefully and completely.

- A Settlement has been reached with Jack's Family Restaurants, LP ("Jack's" or "Defendant") in a class action lawsuit. This class action lawsuit concerned the targeted cyberattack on Jack's computer systems that occurred approximately between July 24 – August 10, 2025 (the "Data Incident"). Certain files that contained Private Information were illegally accessed. These files may have contained information that varied by individual such as names, Social Security numbers, dates of birth, addresses, phone numbers, and bank account information for direct deposit of wages.
- The lawsuit is captioned *In re Jack's Family Restaurants, LP Data Breach Litigation*, Case No.: 2:25-cv-01861-LCB, pending in the United States District Court, Northern District of Alabama, Northeastern Division.(the "Action").
- Jack's denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the litigation.
- Jack's records indicate that you are a Settlement Class Member, and are entitled to benefits under the Settlement. You may have received a previous notice directly from Jack's.
- Your rights are affected whether you act or don't act. ***Please read this notice carefully and completely.***

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

- Your rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case will decide whether to approve the Settlement at the Final Approval Hearing on **[date]**.

WHAT THIS NOTICE CONTAINS

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Basic Information

1. Why was this notice issued?

The United States District Court, Northern District of Alabama, Northeastern Division authorized this notice. You have a right to know about the proposed Settlement of this Action, and about all of your options, before the Court decides whether to grant Final Approval of the Settlement. This notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is captioned *In re Jack's Family Restaurants, LP Data Breach Litigation*, Case No. 2:25-cv-01861-LCB. The people that filed this lawsuit are called the "Plaintiffs" or "Class Representatives" and the entity they sued, Jack's Family Restaurants, LP is the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that between July and August 2025 a targeted cyberattack on Jack's computer systems accessed certain files that contained private information. These files may have contained information that varied by individual such as names, Social Security numbers, dates of birth, addresses, phone numbers, and bank account information for direct deposit of wages.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt-out of the Settlement. In this Settlement, the Class Representatives are Amanda Cravey, Yetta Weston, Jami Tanner, Kimberly Moye, Jennifer Wilson, and Josalyn Murphy. Everyone else included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Settlement Class as: “all persons residing in the United States whose Private Information was compromised by the Data Incident, including all persons who were sent notice of the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (a) directors, officers, and employees of Defendant; (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (c) any Settlement Class Member who properly opts-out of the Settlement.

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

- Email: info@[insert].com
- Call toll free, 24/7: 1-(833)-***-****
- By mail: Jack’s Family Restaurants, LP Data Incident Settlement,
c/o Settlement Administrator,
[address]

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

The Settlement Benefits

7. What does the Settlement provide?

Jack’s will cause to be paid the following benefits to the Settlement Class:

You may claim Credit Monitoring Services and either (I) reimbursement for Documented Losses and (II) reimbursement for Lost Time or an Alternative Cash Payment.

(I) CREDIT MONITORING SERVICES. All Settlement Class Members are eligible to receive 3 years of Identity Theft Protection and Credit Monitoring. This may include:

- (1) real time monitoring of the Settlement Class Member’s credit file at a credit bureau;
- (2) dark web scanning with immediate notification of potential misuse;
- (3) comprehensive public record monitoring;
- (4) identity restoration and recovery services; and
- (5) \$1,000,000 identity theft insurance with no deductible.

(II) CASH PAYMENTS. All Settlement Class Members are eligible for a Cash Payment as described below.

Cash Payment A – Documented Losses. If you incurred actual, *documented* out-of-pocket losses due to the Data Incident, you may file a claim for reimbursement. The maximum amount of this reimbursement is \$4,000.00.

This benefit covers expenses like:

- (1) unreimbursed charges from banks or credit card companies
- (2) unreimbursed costs to replace your driver’s license, Social Security number, or other types of identification;
- (3) unreimbursed costs for credit reports; and
- (4) unreimbursed costs for credit monitoring and identity theft protection first purchased by Settlement Class Members between July 24, 2025 and the Claims Deadline. To receive reimbursement, you must provide (i) proof of purchase, and (ii) an affirmative written statement that it was purchased primarily because of the Data Incident and not for other purposes.

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

Cash Payment B – Reimbursement for Lost Time. In lieu of or in addition to submitting a claim for Cash Payment A - Documented Losses, you may request a reimbursement cash payment of \$20.00 per hour for up to 4 hours of time spent responding to the Data Incident.

Cash Payment C – Alternative Cash Payment. In lieu of Cash Payment A – Documented losses and Cash Payment B – Reimbursement for Lost Time, you may request a cash payment of \$55.00.

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

- Email: info@[insert].com
- Call toll free, 24/7: 1-(833) ***-****
- By mail: Jack’s Family Restaurants, LP Data Incident Settlement,
c/o Settlement Administrator,
[address]

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

Unless you opt-out of the Settlement, you won’t be able to pursue your actionable rights such as filing a lawsuit, continuing to sue, or be part of any other lawsuit or adversarial proceeding against the Defendant about any of the legal claims this Settlement resolves. The “Release” section of the Settlement Agreement (Section XI) describes the legal claims that you give up if you remain in the Settlement Class. If you do not opt-out or exclude yourself from this Settlement, you are releasing Defendant from the claims alleged in the Complaint and those claims that reasonably could have been alleged based on the factual allegations in the Complaint. The entirety of the Release can be found in Section XI of the Settlement Agreement, available at www.[SettlementWebsite].com.

Submitting a Claim Form for a Settlement Class Member Benefit

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

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

Jack's Family Restaurants, LP Data Incident Settlement
c/o Settlement Administrator
[address]

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

1-(833)-***-****, by email [info@\[insert\].com](mailto:info@[insert].com), or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement Class Member Benefits be issued?

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

Settlement Class Member Benefits will be distributed if the Court grants Final Approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court appointed attorney William B. Federman of Federman & Sherwood to represent you and the Settlement Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve attorneys' fees of up to \$351,000.00 as set forth in the Settlement Agreement, plus reimbursement of reasonable costs, which will be paid by the Defendant.

Class Counsel will also ask for Service Awards of \$2,500.00 for each of the Class Representatives. Service Awards will be paid from the Settlement Fund.

Excluding Yourself from the Settlement

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

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a request for exclusion or “opting-out.”

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

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

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

- (1) the name of the Action: *In re Jack’s Family Restaurants, LP Data Breach Litigation*, Case No. 2:25-cv-01861-LCB, pending in the United States District Court, Northern District of Alabama, Northeastern Division;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) your personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you want to be excluded from the Settlement.

You may only exclude yourself—not any other person.

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

Jack’s Family Restaurants, LP Data Incident Settlement
ATTN: Exclusion Request
[address]

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

Commenting on or Objecting to the Settlement

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

If you are a Settlement Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons why you think the Court should not approve the Settlement. The Court will consider your views. You may submit a written objection ahead of the Final Approval Hearing or present an oral objection at the Final Approval Hearing.

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

If you are providing a written objection, you must provide the following information:

- a. your 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 you or your counsel;
- c. the number of times that you have objected to a class action settlement within the past 5 years, along with the date you filed each objection, the caption of the case, and a copy of your objection;
- d. the identity of all counsel (if any) who represent you, including any former or current counsel who may claim entitlement to compensation for any reason related to your objection;
- e. the number of times your counsel has objected to a class action settlement within the past 5 years, along with the date each objection was filed, the caption of the case, and a copy of each objection;
- f. whether you or your counsel used artificial intelligence to assist in drafting your objection;
- g. the identity of all counsel (if any) representing you, and whether they will appear at the Final Approval Hearing;
- h. a list of all people who will be called to testify at the Final Approval Hearing in support of your objection (if any);
- i. a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- j. your signature (an attorney's signature is not sufficient).

Please send your written objection by U.S. Mail to the Settlement Administrator by **[Objection Deadline]**. If you provide a written objection, you do not need to appear at the Final Approval Hearing, but you may. The Court will consider your written objection regardless of if you appear at the Final Approval Hearing.

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

Objecting is telling the Court that you do not like something about the Settlement. You cannot object to the Settlement if you choose to exclude yourself or opt-out from the Settlement. Even if you object, you will remain a Settlement Class Member bound to the terms of the Settlement Agreement. Excluding yourself from the Settlement is opting-out and stating to the Court that you do not want to be part of the Settlement and you will not receive any benefits. If you opt-out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

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

The Court will hold a Final Approval Hearing on **[date]** at **[time]**, at the United States District Court in the Northern District of Alabama, 660 Gallatin Street, SW, Huntsville, AL 35801. You do not have to appear at the Final Approval Hearing.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The Court will also decide how Class Counsel should be paid, and whether to award Service Awards to the Class Representatives who brought this Action on behalf of the Class. The Court will also consider any objections to the Settlement.

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

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

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

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

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

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

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

Getting More Information

21. How do I get more information?

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

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

- Email: info@insert.com
- Call toll free, 24/7: 1-(833) ***-****
- By mail: Jack's Family Restaurants, LP Data Incident Settlement,
c/o Settlement Administrator
[\[address\]](#)

You can obtain copies of publicly filed documents by visiting the Settlement Website at www.SettlementWebsite.com or by visiting the office of the Clerk of the Court, 660 Gallatin Street SW, Huntsville, AL 35801.

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

EXHIBIT 3

Your claim must
be submitted
online or
postmarked by:

[Claims
Deadline]

*In re Jack's Family Restaurants, LP Data Breach
Litigation*

Case No. 2:25-cv-01861-LCB
Northern District of Alabama
Northeastern District

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims
Deadline]

GENERAL INSTRUCTIONS

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

**THE EASIEST WAY TO SUBMIT YOUR CLAIM IS ONLINE AT
www.[SettlementWebsite].com**

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

Jack's Family Restaurants, LP Data Incident Settlement
c/o Settlement Administrator
[address]

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

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

Who is eligible to file a claim? All Settlement Class Members may file a claim. The court has defined the Settlement Class as: "all persons residing in the United States whose Private Information was compromised by the Data Incident, including all persons who were sent notice of the Data Incident."

Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of Defendant; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (c) any Settlement Class Member who properly opts-out of the Settlement.

AVAILABLE BENEFITS

Jack's Family Restaurants, LP will cause to be paid the Settlement Class Member Benefits described below.

You may also claim Credit Monitoring Services. You may also claim (I) reimbursement for Documented Losses and (II) a reimbursement for Lost Time or Alternative Cash Payment.

(I) CREDIT MONITORING SERVICES. All Settlement Class Members are eligible to receive 3 years of Identity Theft Protection and Credit Monitoring, which may include:

Questions? Call 1-(833)-*-**** Toll-Free or Visit www.[SettlementWebsite].com**

Your claim must
be submitted
online or
postmarked by:

[Claims
Deadline]

*In re Jack's Family Restaurants, LP Data Breach
Litigation*

Case No. 2:25-cv-01861-LCB
Northern District of Alabama
Northeastern District

Your claim must
be submitted
online or
postmarked by:

[Claims
Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

- (1) real time monitoring of the Settlement Class Member's credit file at a credit bureau;
- (2) dark web scanning with immediate notification of potential misuse;
- (3) comprehensive public record monitoring;
- (4) identity restoration and recovery services; and
- (5) \$1,000,000 identity theft insurance with no deductible.

(II) CASH PAYMENTS. All Settlement Class Members are eligible for a Cash Payment as described below.

Cash Payment A – Documented Losses. If you incurred actual, *documented* out-of-pocket losses due to the Data Incident, you may file a claim for reimbursement. The maximum amount of this reimbursement is \$4,000.00.

This benefit covers expenses like:

- (1) unreimbursed charges from banks or credit card companies
- (2) unreimbursed costs to replace your driver's license, Social Security number, or other types of identification;
- (3) unreimbursed costs for credit reports; and
- (4) unreimbursed costs for credit monitoring and identity theft protection first purchased by Settlement Class Members between July 24, 2025 and the Claims Deadline. To receive reimbursement, you must provide (i) proof of purchase, and (ii) an affirmative written statement that it was purchased primarily because of the Data Incident and not for other purposes.

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

Cash Payment B – Reimbursement for Lost Time. In lieu of or in addition to submitting a claim for Cash Payment A - Documented Losses, you may request a reimbursement cash payment of \$20.00 per hour for up to 4 hours of time spent responding to the Data Incident.

Cash Payment C – Alternative Cash Payment. In lieu of electing Cash Payment A – Documented losses and Cash Payment B – Reimbursement for Lost Time, you may request an alternative cash payment of \$55.00.

THE EASIEST WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
www.[SettlementWebsite].com

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

Jack's Family Restaurants, LP Data Incident Settlement
c/o Settlement Administrator

Questions? Call 1-(833)-*-**** Toll-Free or Visit www.[SettlementWebsite].com**

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

**[Claims
Deadline]**

*In re Jack's Family Restaurants, LP Data Breach
Litigation*

Case No. 2:25-cv-01861-LCB
Northern District of Alabama
Northeastern District

DATA INCIDENT SETTLEMENT CLAIM FORM

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

**[Claims
Deadline]**

[address]

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

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

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

- Email: **info@[insert].com**
- Call toll free, 24/7: 1-(833) *****-******
- By mail: Jack's Family Restaurants, LP Data Incident Settlement,
c/o Settlement Administrator,
[address]

Your claim must
be submitted
online or
postmarked by:

**[Claims
Deadline]**

*In re Jack's Family Restaurants, LP Data Breach
Litigation*

Case No. 2:25-cv-01861-LCB
Northern District of Alabama
Northeastern District

Your claim must
be submitted
online or
postmarked by:

**[Claims
Deadline]**

DATA INCIDENT SETTLEMENT CLAIM FORM

I. NAME AND CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID

II. CREDIT MONITORING SERVICES

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

III. CASH PAYMENT A – DOCUMENTED LOSSES

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

The maximum amount for this reimbursement is \$4,000.00 per Settlement Class Member.

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

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

**[Claims
Deadline]**

*In re Jack's Family Restaurants, LP Data Breach
Litigation*

Case No. 2:25-cv-01861-LCB
Northern District of Alabama
Northeastern District

DATA INCIDENT SETTLEMENT CLAIM FORM

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

**[Claims
Deadline]**

<i>Description of Documentation Provided</i>	<i>Amount</i>
<i>Example: Overdraft fees</i>	<i>\$40.00</i>
TOTAL DOCUMENTED LOSSES:	

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

IV. CASH PAYMENT B – REIMBURSEMENT FOR LOST TIME

- ☐ Check this box if you want to claim reimbursement for time spent responding to the Data Incident, calculated at \$20.00 per hour for up to 4 hours of time spent responding to the Data Incident.

Number of hours spent responding to the Data Incident: _____

Description of how that time was spent: _____

IV. CASH PAYMENT B – ALTERNATIVE CASH PAYMENT

Your claim must
be submitted
online or
postmarked by:

**[Claims
Deadline]**

*In re Jack's Family Restaurants, LP Data Breach
Litigation*

Case No. 2:25-cv-01861-LCB
Northern District of Alabama
Northeastern District

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

**[Claims
Deadline]**

☐ Check this box if you want to claim a one-time Cash Payment, estimated to be \$55.00.

Cash Payment C – Alternative Cash Payment does not require you to submit any Third-Party Documentation.

****Do not select this box if you elected Cash Payment A or Cash Payment B.****

V. ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date

EXHIBIT 4

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION**

*In re Jack's Family Restaurants, LP
Data Breach Litigation*

Case No.: 2:25-cv-01861-LCB

Judge: Hon. Liles C. Burke

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

Before the Court is Plaintiffs' and proposed Class Representatives' Amanda Cravey, Loyetta Weston, Jami Tanner, Kimberly Moye, Jennifer Wilson, and Josalyn Murphy ("Class Representatives"), Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement with accompanying exhibits attached to the Motion (the "Settlement Agreement").¹ Having fully considered the issue, the Court hereby GRANTS the Motion and orders as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

All persons residing in the United States whose Private Information was compromised by the Data Incident, including all persons who were sent notice of the Data Incident.

Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of Defendant; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (c) any Settlement Class Member who properly opts-out of the Settlement.

Pursuant to Federal Rule of Civil Procedure 23(e), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair,

¹ All defined terms herein have the same meaning as set forth in the Settlement Agreement.

reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because they meet all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are questions of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action.

2. **Class Representatives and Class Counsel.** The Court finds that Amanda Cravey, Loyetta Weston, Jami Tanner, Kimberly Moye, Jennifer Wilson, and Josalyn Murphy should be appointed as Settlement Class Representatives. Additionally, the Court finds that William B. Federman of Federman & Sherwood should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing Notice of Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their

claims, the stage of the proceedings at which the Settlement was reached and the discovery that was conducted, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, and all of the other factors required by Rule 23.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2026, at the Northern District of Alabama, Northeastern Division, [or via telephone or videoconference] at _____ am/pm to determine, among other things, whether: (a) this Action should be finally certified as a class action for settlement purposes pursuant to Federal Rule 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable and adequate, and finally approved; (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for Service Awards should be approved.

6. **Settlement Administrator.** The Court appoints Simpluris as the Settlement Administrator, with responsibility for class notice and claims administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed Notice Program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as Exhibits are hereby approved. Non-material modifications to these Exhibits may be made with approval by both parties but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and

method of giving Notice to the Settlement Class as described in the Notice Program and the Settlement Agreement and its Exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meets all applicable requirements of law, including Rule 23, and the Due Process Clause of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must sign and timely submit written notice of such intent to the Settlement Administrator. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. Such opt-out Requests for Exclusion must meet the Opt-Out Deadline established by this Order and stated in the Notice.

Within 7 days after the Opt-Out Deadline, the Settlement Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for

Exclusions.

If the final Judgment and Order of Dismissal is entered, any Settlement Class Member who has not submitted a timely, valid written Opt-Out Request for Exclusion from the Settlement Class shall be bound by all subsequent proceedings, orders, and judgments in this Litigation, including but not limited to the release set forth in the Final Judgment and Order of Dismissal. Settlement Class Members who submit valid and timely Opt-Out Requests for Exclusion shall not be entitled to receive any benefits from the Settlement.

10. **Objections and Appearances.** A Settlement Class Member may file with the Court and mail to the Settlement Administrator a notice of intent to object to the Settlement Agreement. The Long Notice shall instruct Settlement Class Members who wish to object to the Agreement to file their objection with the Court. The Notice shall make clear that the Court can only approve or deny the Settlement Agreement and cannot change the terms. The Notice shall advise Settlement Class Members of the deadline for submission of any objections. Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (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 (if any) who represent the objector, including any former or current counsel who may claim an entitlement to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (e)

the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (f) whether the objector and/or his or her counsel used Artificial Intelligence to assist in drafting their objection, and if so, what platform they used; (g) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (i) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (j) the objector's signature (an attorney's signature is not sufficient). Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including the taking of depositions and propounding document requests.

Any Settlement Class Member who fails to comply with the provisions in this Order will waive and forfeit any and all rights they may have to object, will have their objection stricken from the record, and will lose their rights to appeal from approval of the Settlement. Any such Settlement Class Member also shall be bound by all subsequent proceedings, orders, and judgments in this Action, including but not limited to the release set forth in the Final Judgment and Order of Dismissal if entered.

11. **Claims Process.** Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its

substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Judgment and Order of Dismissal is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Judgment and Order of Dismissal, including the release.

12. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions existing before the Court entered this Order and before they entered the Settlement Agreement, if: (a) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (b) there is no Effective Date. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Order shall be of no force or effect if the Final Judgment and Order of Dismissal is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Plaintiffs or any other Settlement Class Member that his or her claims

lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any party of any defense or claims they may have in this Action or in any other lawsuit.

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

Event	Timing
Defendant Provides Class List to Settlement Administrator	No later than 10 days after entry of this Preliminary Approval Order
Notice Program Commencement	No later than 30 days after entry of this Preliminary Approval Order
Motion for Attorneys' Fees, Reimbursement of Costs and Expenses, and Service Awards to be Filed by Class Counsel	No later than 45 days before the initial scheduled Final Approval Hearing
Postmark Deadline for Opt-Out or Objections	No later than 30 days before the initial scheduled Final Approval Hearing
Postmark/Filing Deadline for Filing Claims	No later than 15 days before the initial scheduled Final Approval Hearing
Motion for Final Approval to be Filed by Class Counsel	No later than 45 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	No earlier than 120 days after entry of this Preliminary Approval Order

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

HONORABLE _____

EXHIBIT 5

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION**

*In re Jack's Family Restaurants, LP
Data Breach Litigation*

Case No.: 2:25-cv-01861-LCB

Judge: Hon. Liles C. Burke

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

Before this Court is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"), requesting that the Court enter a Final Approval order, due and adequate notice having been given to the Court and the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises,

IT IS HEREBY ORDERED that:

1. The Settlement Agreement, including the proposed Notice Program and forms of notice to the Class, the appointment of Amanda Cravey, Yetta Weston, Jami Tanner, Kimberly Moye, Jennifer Wilson, and Josalyn Murphy as the Class Representatives, the appointment of Class Counsel, the approval of Simpluris, Inc. as the Settlement Administrator, the various forms of class relief provided under the terms of the settlement, and the proposed method of distribution of settlement benefits are fair, reasonable, and adequate.

2. The Court does hereby finally approve and certify, for settlement purposes, the following Class:

All persons residing in the United States whose Private Information was compromised by the Data Incident, including all persons who were sent notice of the Data Incident.

Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees

of Defendant; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (c) any Settlement Class Member who properly opts-out of the Settlement.

3. For purposes of settlement, based on the information provided: the Settlement Class is ascertainable; it consists of thousands Class Members satisfying numerosity; there are common questions of law and fact including whether Defendants failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information potentially compromised in the Data Breach, satisfying commonality; the proposed Class Representatives' claims are typical in that they are members of the Class and allege that they have been damaged by the same conduct as the other members of the Class; the proposed Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Class; questions of law and fact common to members of the Class predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

4. The Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order.

5. The Court appoints Amanda Cravey, Loyetta Weston, Jami Tanner, Kimberly Moye, Jennifer Wilson, and Josalyn Murphy as the Class Representatives.

6. The Court appoints William B. Federman of Federman & Sherwood as Class Counsel for the Class.

7. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

8. The Settlement Agreement provides, in part, and subject to a more detailed

description of the settlement terms in the Settlement Agreement, for:

- a. A process for Settlement Class Members to submit claims for compensation that will be evaluated by the Settlement Administrator mutually.
- b. All Notice and Claims Administration Costs to be paid by the Defendants.
- c. A Court-approved amount for attorneys' fees and costs not to exceed one-third of the total settlement value.
- d. Service Awards to each Class Representative in an amount not to exceed \$2,500 per Class Representative to be as contemplated in the Settlement Agreement.

9. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

10. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and Service Awards have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

11. The Court finds that such Notice as therein ordered constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements of law and constitutes Due Process under the U.S. Constitutions.

12. The deadline for Settlement Class Members to object to or to exclude themselves from the Settlement has passed.

13. _____ Settlement Class members opt-ed out of this Settlement. The names of those individuals are attached hereto as **Exhibit A**. Those individuals are hereby excluded from the terms

of the Settlement, including the release, and shall retain their rights against all Defendants.

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

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

16. 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.

17. The Court has reviewed Plaintiffs' request for \$_____ in attorneys' fees and costs. The Court finds that this request is reasonable and appropriate and is hereby GRANTED. Attorneys' fees shall be paid pursuant to the Settlement Agreement. Class Counsel shall have sole discretion apportioning this award.

18. The Court has reviewed Plaintiffs' request for Service Awards in the amount of \$2,500 per Plaintiff for their work on behalf of the Settlement Class. The Court finds that this request is reasonable and is hereby GRANTED. Service Awards shall be paid pursuant to the terms of the Settlement Agreement.

19. Pursuant to the Settlement Agreement, Defendant and the Settlement Administrator shall implement the Settlement in the manner and timeframe as set forth therein.

20. Pursuant to the Settlement Agreement, Plaintiffs and Settlement Class Members release claims against Defendant and all Released Persons as defined in the Settlement Agreement.

21. The Release shall not include the right of any Settlement Class Member, Plaintiffs' counsel, Class Counsel, or any of the Released Persons to enforce the terms of the Settlement contained in the Settlement Agreement and shall not include the claims of those persons who have timely and validly requested exclusion from the Settlement Class.

22. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by the Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided therein. No other action, demand, suit, arbitration, or other claim may be pursued against Defendants or any Released Persons with respect to the Released Claims.

23. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Class Representatives, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided in the Settlement Agreement) in which any of the Released Claims is asserted.

24. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims, as defined in the Settlement Agreement.

25. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys' fees, costs, and expenses incurred by Class Counsel or any other counsel representing Class Representatives or Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service

Awards.

26. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by the Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Action or the Settlement.

27. As of the Effective Date, the Released Persons are deemed, by operation of the entry of this Final Order and Judgment, to have fully released and forever discharged Class Representatives, the Settlement Class Members, Class Counsel, or any other counsel representing Class Representatives or Settlement Class Members, or any of them, of and from any claims arising out of the facts alleged or claims asserted in the Action, or the Settlement. Any other claims or defenses Defendants or other Released Persons may have against Class Representatives, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Class Representatives or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims are not released, are specifically preserved, and shall not be affected by the preceding sentence.

28. As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the facts alleged and claims asserted in the Action, including any claims arising out of the investigation, defense, or Settlement of the Action.

29. The matter is hereby dismissed with prejudice and without costs, except that the

Court reserves jurisdiction over the consummation and enforcement of the Settlement.

30. This Final Order and Judgment resolves all claims against all parties in the Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Final Order and Judgment as the final judgment in this matter.

As of **IT IS SO ORDERED** this ____ day of _____, 2026.

Judge