

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is entered into by and between (i) Continental Café Holdings, LLC (“Defendant” or “Continental Café”); and (ii) Plaintiff Samantha King (“Plaintiff”), individually and on behalf of the Settlement Class, in the case captioned: *King, et al. v. Continental Café Holdings, LLC*, No. 2:24-cv-13100-SJM-APP (E.D. Mich.) (the “Litigation”). Defendant and Plaintiff are collectively referred to herein as the “Parties.” The Settlement Agreement is subject to Court approval and intended by the Parties to resolve, discharge, and settle the Released Claims (as defined below) and this Litigation (as defined below), upon and subject to the terms and conditions set forth below.

I. FACTUAL BACKGROUND AND RECITALS

1. Defendant is a contract dining and refreshment provider spanning across Michigan, Indiana, Ohio, and Pennsylvania. On October 18, 2024, Defendant became aware of a cybersecurity incident affecting Plaintiff’s and Class Members’ Private Information (the “Data Incident”). Defendant provided written notice of the Data Incident to all affected individuals on November 12, 2024. As a result, commencing on November 21, 2024, several lawsuits were filed against Defendant relating to the Data Incident.

2. Subsequently, on March 26, 2025, the Court consolidated all related cases and appointed E. Powell Miller of The Miller Law Firm, P.C., William B. Federman of Federman & Sherwood, Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, and Ken Grunfeld of Kopelowitz Ostrow P.A. as interim lead counsel.

3. On April 25, 2025, Plaintiffs filed a Consolidated Complaint against Continental Café related to the Data Incident. Plaintiff alleges that Continental Café failed to adequately secure its network, and that as a result cybercriminals were able to access Defendant’s network and steal sensitive personal information belonging to Plaintiff and other putative class members. Defendant denies any wrongdoing and liability in connection with the Data Incident, maintains that it complied with all applicable law, and to that end, moved to dismiss the Litigation as described below.

4. Thereafter, the Parties began discussing the prospect of early resolution and negotiating a class-wide settlement. While participating in settlement discussions over the next several months, the Parties informally exchanged information regarding the scope of the Data Incident, as well as important information concerning the Class Members’ relationship with Defendant.

5. Further, while continuing to participate in settlement discussions, Defendant filed a Motion to Dismiss and Compel Arbitration on May 27, 2025. Plaintiffs filed their Brief in Opposition on June 17, 2025, and Defendant filed its Reply on July 1, 2025.

6. On September 4, 2025, the Parties reached an agreement in principle to resolve the matter on a class-wide basis and notified the Court of the agreement on September 8, 2025.

7. This Settlement Agreement resolves the claims of Plaintiff and putative Class Members related to the Data Incident.

8. The Parties have agreed to settle the claims asserted in the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

9. Defendant denies all claims of wrongdoing or liability that Plaintiff, Settlement Class Members, or anyone else has asserted in this Litigation or may assert against Defendant in the future. Nevertheless, Defendant desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed, or document created in relation to the Settlement Agreement, or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

10. Plaintiff believes the claims asserted in the Litigation have merit. Plaintiff and Class Counsel (defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Defendant through continued motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

11. The Parties now enter into this Settlement Agreement. Plaintiff and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiff's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

12. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

13. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and

compromised, and that the Releasors (defined below) release the Released Parties (defined below) of the Released Claims (defined below), without costs as to the Released Parties, Plaintiff, Class Counsel, or the Settlement Class (defined below), except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

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

14. “**Administrative Expenses**” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the benefits under the Settlement to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

15. “**Alternative Cash Payment**” means, in lieu of receiving reimbursement for Documented Out-of-Pocket Losses, all Settlement Class Members may elect to submit a claim for a one-time alternative cash payment of Fifty Dollars and Zero Cents (\$50.00).

16. “**Approved Claims**” shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

17. “**Claim Form**” shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit A**.

18. “**Claims Deadline**” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

19. “**Class**” or “**Settlement Class**” means all individuals affected by the Data Incident, including those who received Defendant’s November 12, 2024 notice of the Data Incident, and who are not parties to an arbitration agreement implemented by Defendant on March 14, 2019 and/or July 18, 2023. The Class specifically excludes: (i) all Persons who timely and validly request exclusion from the Class; (ii) the judge assigned to evaluate the fairness of this settlement (including any members of the Court’s staff assigned to this case); (iii) Defendant’s officers and directors, and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

20. “**Class Member**” or “**Settlement Class Member**” shall mean each member of the Settlement Class.

21. “**Class Counsel**” shall mean E. Powell Miller of The Miller Law Firm, P.C., William B. Federman of Federman & Sherwood, Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, and Ken Grunfeld of Kopelowitz Ostrow P.A.

22. “**Counsel**” or “**Counsel for the Parties**” means both Class Counsel and Defendant’s Counsel, collectively.

23. “**Court**” shall mean the United States District Court for the Eastern District of Michigan and Judge Stephen J. Murphy, III who is presiding over this Litigation.

24. “**Defendant**” or “**Continental Café**” means Continental Café Holdings, LLC.

25. “**Defendant’s Counsel**” shall mean Timothy J. Lowe and David W. Schelberg of McDonald Hopkins PLC.

26. “**Documented Out-of-Pocket Losses**” or “**Out-of-Pocket Losses**” mean unreimbursed out-of-pocket costs or expenses that a Settlement Class Member actually incurred, that are supported by reasonable documentation, that more likely than not were caused by the Data Incident, and that occurred during the time period from October 18, 2024 through the Claims Deadline “Out-of-Pocket Losses” may include, without limitation, things such as the purchase of identity protection services, credit monitoring services, credit freezing services, or ID theft insurance supplemental to the services and benefits offered by Defendant.

27. “**Effective Date**” shall mean the date when the Settlement Agreement becomes Final, which is thirty (30) days after the Court’s granting of the Final Approval Order, assuming no appeals have been filed. If an appeal is filed, the Effective Date will become 30 days from when the appeal is finalized, and a final judgment is entered.

28. “**Fee and Expense Application**” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees and litigation expenses, as well as a Service Award for the Class Representative.

29. “**Fee Award and Expenses**” means the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Class Counsel.

30. “**Final**” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the Court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fees award or Service Award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

31. “**Final Approval Hearing**” means the hearing before the Court where the Plaintiff will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award and Expenses, and approving a Service Award to the Class Representative.

32. “**Final Approval Order**” shall mean an order entered by the Court that:

- i. Certifies the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiff’s claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Release provided in Section VII and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- vi. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

33. “**Frequently Asked Questions**” or “**FAQs**” are questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

34. “**Litigation**” shall mean the action captioned *King, et al. v. Continental Café Holdings, LLC*, No. 2:24-cv-13100-SJM-APP (E.D. Mich.).

35. “**Long Form Notice**” is the content of the notice substantially in the same form as **Exhibit C**, and is the detailed, long form notice that will be posted on the Settlement Website that will include robust details about the Settlement.

36. “**Notice**” means notices of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Short-Form Notice (**Exhibit B**), and/or the Long-Form Notice (**Exhibit C**).

37. “**Notice Date**” means the last day by which Notice may be issued to the Settlement Class Members, which shall be thirty (30) days after Preliminary Approval.

38. “**Notice Plan**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and may consist of Postcard Notice, Long Form Notice, along with the Settlement Website and the toll-free Settlement telephone number.

39. “**Objection Deadline**” means the date by which a written objection to this Settlement Agreement must be filed with the Court, which shall be sixty (60) days after the Notice Date, or such other date as ordered by the Court.

40. “**Opt-Out Deadline**” or “**Exclusion Deadline**” is the last day on which a Settlement Class Member may file a written request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Date, or such other date as ordered by the Court.

41. “**Participating Settlement Class Member**” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

42. “**Parties**” shall mean Plaintiff and Defendant, collectively.

43. “**Plaintiff**” or “**Class Representative**” shall mean the named class representative, Samantha King.

44. “**Preliminary Approval Order**” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. Attached as **Exhibit D**.

45. “**Private Information**” means full names, residential addresses, phone numbers, dates of birth, financial information, driver’s licenses, passports, Social Security numbers, health insurance plan information, assigned number for the health insurance provider, health conditions, doctor’s notes for medical conditions, and Family Medical Leave Act information.

46. “**Released Claims**” shall have the meaning ascribed to it as set forth in Section VII of this Settlement Agreement.

47. “**Released Parties**” shall have the meaning ascribed to it as set forth in Section VII of this Settlement Agreement.

48. “**Releasors**” shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

49. “**Service Award**” shall have the meaning ascribed to it as set forth in Section VIII of this Settlement Agreement. The Service Award requested will be \$2,500 for the Plaintiff, subject to court approval.

50. “**Settlement**” or “**Settlement Agreement**” or “**Agreement**” shall mean this agreement, exhibits, and the settlement embodied herein.

51. “**Settlement Administrator**” means, subject to Court approval, Simpluris an entity jointly selected and supervised by Class Counsel and Defendant to administer the settlement. The Settlement Administrator shall administer the settlement, including: (1) providing Notice to Class Members and implementing the Notice Plan; (2) creating and hosting a website, publicly accessible through the end of the Claims Period, dedicated to providing information related to this Lawsuit and access to relevant publicly available court documents relating to this Lawsuit, the settlement, and the Settlement Agreement, including the “Short Form Notices” and “Long Form Notice” of the settlement (attached hereto as Exhibits B and C, respectively), and offering

Settlement Class Members the ability to submit claims and supporting documentation for relief; (3) maintaining a toll-free telephone number and P.O. Box by which Settlement Class Members can seek additional information regarding the Settlement Agreement; (4) processing claims and supporting documentation submissions, and the provision of approved payments to Settlement Class Members; (5) reviewing, determining the timeliness, completeness, validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and Defendant's Counsel a list of Approved Claims both periodically during the Claims Period and after the Claims Deadline; (6) processing requests for exclusion from Settlement Class Members; (7) in advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and (8) any other provision of the Settlement Agreement that relates to the settlement and settlement administration.

52. “**Settlement Class List**” means a list of each Settlement Class Member’s full name, and current or last known address, which Defendant or Defendant’s agent shall provide to the Settlement Administrator within fourteen (14) days of the entry of the Preliminary Approval Order.

53. “**Settlement Payment**” means the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member from the Settlement Administrator.

54. “**Settlement Website**” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of the Claim Form, Long Notice, Short Notice, this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a Claim, Objection, Exclusion requests, and the date of the Fairness Hearing. The Settlement Website is viewed as an important piece of the Notice Plan to Class Members. The Settlement Website will remain active until 120 days after the Effective Date.

55. “**Short Form Notice**” or “**Postcard Notice**” is the postcard notice that will be mailed to the Settlement Class Members, which shall be in a form substantially like **Exhibit B** attached hereto.

56. “**Valid Claims**” means Claims in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or dispute resolution process.

III. SETTLEMENT BENEFITS AND ADMINISTRATION

57. **Documented Out-of-Pocket Losses.** Settlement Class Members who suffered out-of-pocket costs or expenses that were not reimbursed, are supported by reasonable documentation, occurred during the time period from October 18, 2024 through the Claims Deadline, and were more likely than not caused by the Data Incident are eligible for payment of up to seven hundred dollars (\$700.00). The Settlement Administrator will provide compensation, up to a total of

\$700.00 per person who is a member of the Settlement Class, upon submission of a Claim Form and compliant supporting documentation, for out-of-pocket monetary losses incurred as a result of the Data Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members with Documented Out-of-Pocket Losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

58. **Credit Monitoring and Identity Theft Protection Services.** All Settlement Class Members are eligible to enroll in three (3) years of one-bureau credit monitoring and identity theft protection services. The Settlement Administrator shall send an activation code to each valid claimant within fourteen (14) days of the Effective Date which can be used to activate the Credit Monitoring and Identity Theft Protection Services. The activation codes will be valid for a period of 180 days after mailing and may be used to enroll for the full three-year term at any point during those 180 days.

59. **Alternative Cash Payment.** In lieu of receiving payment for Documented Out-of-Pocket Losses, all Settlement Class Members may elect to submit a claim for a one-time alternative cash payment of up to Fifty Dollars and Zero Cents (\$50.00). To receive the Alternative Cash Payment, Settlement Class Members must submit a valid Claim Form indicating the selection of an Alternative Cash Payment in lieu of receiving payment for Documented Out-of-Pocket Losses. However, the election to receive an Alternative Cash Payment does not preclude Settlement Class Members from enrolling in credit monitoring and identity theft protection services offered under the Settlement. Further, the election to receive an Alternate Cash Payment does not preclude the Class Representative from receiving a Court approved Service Award.

60. **Remedial Measures.** Defendant agrees to provide written confirmation to Class Counsel of subsequent remedial measures taken after the Data Incident to protect the continuing interests of Plaintiff's and Settlement Class Members' data security. Specifically, upon request, Defendant will provide written confirmation of the remedial measures implemented to date to Class Counsel, including the estimated cost/value of such remedial measures. Class Counsel shall keep this information confidential for "attorneys' eyes only" and may disclose this information only generally as part of the settlement approval process and only if requested by the Court. No additional measures shall be required as a condition of settlement..

61. **Dispute Resolution for Claims.** The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support claims for Documented Out-of-Pocket Losses; (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Incident; and (4) the claimant timely submitted their Claim Form. The Settlement Administrator

may, at any time, request from the claimant, in writing, additional information that the Settlement Administrator deems reasonably necessary to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, and claims previously made for identity theft and the resolution thereof. For any such claims that the Settlement Administrator determines to be invalid, the Settlement Administrator will submit those claims to the Parties, by and through their respective Counsel. If, upon meeting and conferring, the Parties disagree as to the Claim validity, then the Claim shall be referred to the Settlement Administrator for final determination.

- i. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information and allow the claimant 14 days from the date of the request to cure the defect. If the defect is not cured within the time allotted, then the claim will be deemed invalid.
- ii. Following timely receipt of additional information pursuant to a request by the Settlement Administrator under ¶ 60(i), the Settlement Administrator shall have 10 days to accept or reject the Claim. If, after review of the Claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is valid, then the Claim shall be paid. If the Claim is not valid because the claimant has not provided the information requested by the Settlement Administrator, then the Settlement Administrator may reject the Claim without any further action. A defect in one Claim shall not cause rejection of any other Valid Claim submitted by the claimant.
- iii. Class Members shall have 10 days from receipt of the approval of a Claim that provides a payment that deviates from the losses described on the Claim Form to accept or reject the Claim.

62. **Administrative Expenses:** Defendant is responsible for all reasonable costs of the Settlement Administrator, including the costs to implement the Notice Plan, separate from any payment to Settlement Class Members for benefits under the Settlement Agreement. Within thirty (30) days after the entry of the Preliminary Approval Order, Defendant shall cause to be deposited the Notice and Administrative Expenses through the date of final approval, as estimated by the Settlement Administrator, into an account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator, Defendant, and Class Counsel. The Settlement Administrator shall provide payment instructions (including instructions for sending checks by mail, FedEx, and/or other courier) and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendant within seven (7) days of the entry of the Preliminary Approval Order.

63. After the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice in a manner mutually agreed upon by the Parties (and described below) and approved by the Court.

64. After the Court enters an order finally approving the Settlement Agreement, the Settlement Administrator shall provide the approved relief to all Settlement Class Members who

made a valid claim within thirty (30) days of the Effective Date, subject to the procedure set forth herein.

IV. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

65. **Notice.** Within fourteen (14) days of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days of Preliminary Approval, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be disseminated via U.S. mail to all Settlement Class Members. The process to issue notice as described in this paragraph and the creation and maintenance of the Settlement Website shall constitute the “Notice Plan.”

66. **Final Approval Hearing.** The notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

67. **Opt-Outs.** The Notice Plan shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a request for exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. 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 in the communication. The notice must state that any Settlement Class Member who does not file a timely request for exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

68. **Objections.** The notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fees and Expenses Application by submitting written objections to the Court no later than the Objection Deadline. A written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Settlement Class Member (and his or her attorney) in the previous 5 years; (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney; and (viii) documentary evidence identifying the individual as a member of the Settlement Class (*e.g.*, a Data Incident notice letter).

69. Within seven (7) days of the Opt-Out and Objection deadline, the Settlement Administrator shall provide Counsel with a list of any Opt-Outs and Objections.

V. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

70. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the

Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date.

71. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties.

72. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline.

73. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement 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 retain jurisdiction with respect to the administration, consummation and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VI. MODIFICATION AND TERMINATION

74. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded only by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

75. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur.

VII. RELEASES

76. **Released Parties.** Upon Final Approval of this Settlement Agreement, Settlement Class Members release, acquit, and forever discharge Defendant and Defendant's past or present parents, subsidiaries, divisions, and related or affiliated entities, each of their respective predecessors, successors, members, shareholders, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, including, without limitation, any person related to any such entity who is, was or could have been named as a defendant in the Litigation (other than any

person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge), and includes any entity with whom Defendant contracted that, on behalf of Defendant, held data involved in the Data Incident who is, was or could have been named as a defendant in any of the actions in the Litigation (“Released Parties”).

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

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

78. Each Releasor waives all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

79. **Mutual Understanding.** The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this

Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

VIII. SERVICE AWARD

80. **Service Award.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application that will include a request for a Service Award for the Class Representative in recognition of her contributions to this Litigation not to exceed \$2,500.00. Such Service Award shall be paid by Defendant, in the amount approved by the Court, no later than thirty (30) days after the Effective Date. Defendant takes no position on Class Counsel's request for a Service Award of \$2,500.00. At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will also provide Defendant with a complete and executed Form W-9 for the Class Representative and the Class Representative's date of birth (this information is for CCH's insurer's MSP Section 111 reporting requirements). Class Representative will not be eligible to receive the service award unless this information is provided to Defendant.

81. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Service Award in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for termination of this Agreement.

IX. ATTORNEYS' FEES, COSTS, EXPENSES

82. **Fee Award and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application for an award of attorneys' fees and expenses. Subject to Court approval, Defendant shall pay \$130,000.00 in attorneys' fees and costs to accounts designated by Class Counsel no later than thirty (30) days after the Effective Date. Defendant takes no position on Class Counsel's request for attorneys' fees and expenses of \$130,000.00.

83. The Parties did not discuss or agree upon payment of attorneys' fees, costs, expenses, and a Service Award until after they agreed on all material terms of relief to the Settlement Class.

X. NO ADMISSION OF LIABILITY

84. **No Admission of Liability.** The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Settlement 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.

85. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) 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 Plaintiff; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency, or other tribunal.

XI. MISCELLANEOUS

86. **Integration of Exhibits.** The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Settlement Agreement.

87. **Entire Agreement.** This Settlement Agreement, including all exhibits hereto, shall constitute the entire Settlement Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Settlement Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Settlement Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of notice to the Settlement Class.

88. **Deadlines.** If any of the dates or deadlines specified herein fall on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

89. **Construction.** To construe or interpret this Settlement Agreement, the Parties agree that this Settlement Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

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

91. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Settlement Agreement, the Parties shall consult with each other in good faith prior to seeking Court intervention.

92. **Governing Law.** The Settlement Agreement shall be construed in accordance with, and be governed by, the laws of the State of Michigan, without regard to the principles thereof regarding choice of law.

93. **Counterparts.** This Settlement 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 signatories do not sign the same counterparts.

Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

94. **Notices.** All notices to Class Counsel provided for herein shall be sent by overnight mail and email to:

William B. Federman
FEDERMAN & SHERWOOD
10205 North Pennsylvania Avenue
Oklahoma City, Oklahoma 73120
4131 North Central Expressway, Suite 900
Dallas, Texas 75204
(405) 235-1560
wbf@federmanlaw.com

Kenneth Grunfeld
**KOPELOWITZ OSTROW FERGUSON
WEISELBERG GILBERT**
One West Las Olas Blvd., Suite 500
Fort Lauderdale, Florida 33301
(954) 525-4100
grunfeld@kolawyers.com

E. Powell Miller
Emily E. Hughes
THE MILLER LAW FIRM, P.C.
950 W. University Drive, Suite 300
Rochester, MI 48307
T: (248) 841-2200
epm@millerlawpc.com
eeh@millerlawpc.com

Gary M. Klinger
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC**
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
T: (866) 252-0878
gklinger@milberg.com

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:


David W. Schelberg
Timothy J. Lowe
MCDONALD HOPKINS PLC
39533 Woodward Ave., Ste. 318

Bloomfield Hills, MI 48304
Telephone: (248) 646-5070
tlowe@mcdonaldhopkins.com
dschelberg@mcdonaldhopkins.com


The notice recipients and addresses designated above may be changed by written notice.

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


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signed by:

Samantha King
Plaintiff


Date: 11/6/2025


William B. Federman
FEDERMAN & SHERWOOD
Class Counsel

Date: 11/6/2025


Kenneth Grunfeld
KOPELOWITZ OSTROW P.A.
Class Counsel

Date: 11/6/2025


E. Powell Miller
THE MILLER LAW FIRM, P.C.
Class Counsel

Date: 11/6/2025

Gary M. Klinger
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC
Class Counsel

Date:

Continental Café Holdings, LLC
Defendant

Date:

David W. Schelberg
MCDONALD HOPKINS PLC
Defendant's Counsel

Date:

Samantha King
Plaintiff

Date:

William B. Federman
FEDERMAN & SHERWOOD
Class Counsel

Date:

Kenneth Grunfeld
KOPELOWITZ OSTROW P.A.
Class Counsel

Date:

E. Powell Miller
THE MILLER LAW FIRM, P.C.
Class Counsel

Date:

Gary M. Klinger
Gary M. Klinger
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC**
Class Counsel

Date: November 7, 2025

Continental Café Holdings, LLC
Defendant

Date:

David W. Schelberg
MCDONALD HOPKINS PLC
Defendant's Counsel

Date:

Samantha King
Plaintiff

Date:

William B. Federman
FEDERMAN & SHERWOOD
Class Counsel

Date:

Kenneth Grunfeld
KOPELOWITZ OSTROW P.A.
Class Counsel

Date:

E. Powell Miller
THE MILLER LAW FIRM, P.C.
Class Counsel

Date:


Gary M. Klinger
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC**
Class Counsel

Date:

Matthew Hubbard

Continental Café Holdings, LLC
Defendant

Date: 11/10/2025



David W. Schelberg
MCDONALD HOPKINS PLC
Defendant's Counsel

Date: 11/10/25

SETTLEMENT TIMELINE

ACTION	DEADLINE
Settlement Administrator provides wiring instructions, Form W-9, along with any other necessary forms, to Defendant	7 days after entry of the Preliminary Approval Order
Defendant Provides Class List to Settlement Administrator	14 days after entry of the Preliminary Approval Order
Defendant Pays Administrative Expenses	30 days after entry of the Preliminary Approval Order
Notice Date	30 days after entry of the Preliminary Approval Order
Motion for Attorneys' Fees and Expenses	14 days prior to Objection Deadline
Claims Deadline	90 days after Notice Date
Opt-Out / Exclusion Deadline	60 days after Notice Date
Objection Deadline	60 days after Notice Date
Final Approval Brief and Response to Objections Due	14 days prior to Final Approval Hearing
Final Approval Hearing	[No earlier than 90 days after Notice Date]

ClassAction.org

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