

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION**

SAVANNAH KOLSTEDT <i>et al.</i>)	
)	
Plaintiffs,)	
v.)	Civil Action No. 4:23-cv-00076-RSB-CLR
)	
TMX FINANCE CORPORATE SERVICES, INC.;)	
TMX FINANCE LLC d/b/a "TitleMax" d/b/a)	
"TitleBucks" d/b/a "InstaLoan,")	
)	
Defendants.)	

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made by and between, as hereinafter defined, (a) the Settlement Class Representatives,¹ on behalf of themselves and the Settlement Class, and (b) TMX Finance Corporate Services, Inc. and TMX Finance LLC (as defined below, “TMX”). This Agreement fully and finally compromises and settles all claims that are, were, or could have been asserted against TMX (including all other Released Parties) in the consolidated putative class action litigation styled *Savannah Kolstedt et al. v. TMX Finance Corporate Services, Inc. et al.*, Case No. 4:23-cv-00076-RSB-CLR, pending in the United States District Court for the Southern District of Georgia, Savannah Division, as set forth herein.

1. Recitals

- 1.1. On February 13, 2023, TMX detected suspicious activity on its systems and promptly took steps to investigate the incident. As part of that investigation, global forensic cybersecurity experts were retained. Based on the investigation, the earliest known breach of TMX’s systems started in early December 2022, and information may have been acquired between February 3, 2023 through February 14, 2023. TMX promptly reported and provided notice of data security incident (i.e., the Data Breach).
- 1.2. On March 31, 2023, Plaintiff Savannah Kolstedt filed a putative class action complaint against TMX in the United States District Court for the Southern District of Georgia, Savannah Division, asserting claims arising out of the Data Breach. In the weeks that followed, multiple additional class action lawsuits asserting claims arising out of the Data Breach were filed against TMX in the United States District Court for the Southern District of Georgia: *Ross v. TMX Finance Corporate Services, Inc. et al.*, Case No. 4:23-cv-00078 (S.D. Ga. Apr. 4, 2023); *Domino v. TMX Finance Corporate Services, Inc.*,

¹ All capitalized terms are defined in Section 2 below.

Case No. 4:23-cv-00080 (S.D. Ga. Apr. 4, 2023); *Pickens v. v. TMX Finance Corporate Services, Inc.*, Case No. 4:23-cv-00081 (S.D. Ga. Apr. 4, 2023); *Trottier v. TMX Finance Corporate Services, Inc.*, Case No. 4:23-cv-00083 (S.D. Ga. Apr. 5, 2023); *Ritter v. TMX Finance Corporate Services, Inc. et al.*, Case No. 4:23-cv-00084 (S.D. Ga. Apr. 5, 2023); *Oltean v. TMX Finance Corporate Services, Inc.*, Case No. 4:23-cv-00085 (S.D. Ga. Apr. 5, 2023);² *Carder v. TMX Finance Corporate Services, Inc. et al.*, Case No. 4:23-cv-00088 (S.D. Ga. Apr. 6, 2023); *Eslinger v. TMX Finance Corporate Services, Inc. et al.*, Case No. 4:23-cv-00089 (S.D. Ga. Apr. 6, 2023); *Rodriguez v. TMX Finance Corporate Services, Inc. et al.*, Case No. 4:23-cv-00093 (S.D. Ga. Apr. 10, 2023); *Coria v. TMX Finance Corporate Services, Inc.*, Case No. 4:23-cv-00094 (S.D. Ga. Apr. 10, 2023); *Williams v. TMX Finance Corporate Services, Inc.*, Case No. 4:23-cv-00095 (S.D. Ga. Apr. 11, 2023); *Johnson et al. v. TMX Finance Corporate Services, Inc.*, Case No. 4:23-cv-00096 (S.D. Ga. Apr. 12, 2023); *Eimert v. TMX Finance Corporate Services, Inc. et al.*, Case No. 4:23-cv-00097 (S.D. Ga. Apr. 12, 2023);³ *Milner v. TMX Finance Corporate Services, Inc.*, Case No. 4:23-cv-00098 (S.D. Ga. Apr. 13, 2023); *Jackson v. TMX Finance Corporate Services, Inc. et al.*, Case No. 4:23-cv-00099 (S.D. Ga. Apr. 13, 2023); *Mitchell et al. v. TMX Finance Corporate Services, Inc. et al.*, Case No. 4:23-cv-00100 (S.D. Ga. Apr. 13, 2023);⁴ *Mahone et al. v. TMX Finance Corporate Services, Inc. et al.*, Case No. 4:23-cv-00102 (S.D. Ga. Apr. 14,

² Plaintiff Claudia Oltean voluntarily dismissed her claims on December 4, 2023. (Dkt. Nos. 85 and 86).

³ Plaintiff Ray Eimert voluntarily dismissed his claims on September 25, 2023. (Dkt. Nos. 64 and 65).

⁴ Plaintiff Shawn White voluntarily dismissed her claims on February 1, 2024. (Dkt. Nos. 96 and 100).

2023); *Smith et al. v. TMX Finance Corporate Services, Inc. et al.*, Case No. 4:23-cv-00105 (S.D. Ga. Apr. 19, 2023); *Johnson et al. v. TMX Finance Corporate Services, Inc. et al.*, Case No. 4:23-cv-00108 (S.D. Ga. Apr. 25, 2023); *De Jesus et al. v. TMX Finance Corporate Services, Inc.*, Case No. 4:23-cv-00113 (S.D. Ga. Apr. 25, 2023); *Carrington v. TMX Finance Corporate Services, Inc. et al.*, Case No. 4:23-cv-00121 (S.D. Ga. May 2, 2023); *Alex v. TMX Finance Corporate Services, Inc.*, Case No. 4:23-cv-00124 (S.D. Ga. May 4, 2023); *Scheide v. TMX Finance Corporate Services, Inc.*, Case No. 4:23-cv-00129 (S.D. Ga. May 10, 2023); *Berry et al. v. TMX Finance Corporate Services, Inc. et al.*, Case No. 4:23-cv-00134 (S.D. Ga. May 16, 2023); and *Clark v. TMX Finance Corporate Services, Inc.*, Case No. 4:23-cv-00168 (S.D. Ga. June 22, 2023).

- 1.3. The lawsuits were consolidated into the first-filed action, *Kolstedt et al. v. TMX Finance Corporate Services, Inc.*, Case No. 4:23-cv-076, before United States District Judge R. Stan Baker. (Dkt. Nos. 37, 38, 57).⁵
- 1.4. Plaintiffs filed their Consolidated Complaint on November 29, 2023, which is the operative complaint in the Action. (Dkt. No. 82).
- 1.5. The Consolidated Complaint alleges, among other things, that TMX failed to take reasonable steps to safeguard and protect certain data, including Personal Information. Plaintiffs assert a variety of common law and statutory claims arising out of the Data Breach, including claims for negligence, negligence per se, unjust enrichment, breach

⁵ Another putative class action lawsuit, *Melvin Nicholas v. TMX Finance Corporate Services, Inc.*, was filed in Nevada state court, removed to the United States District Court for the District of Nevada federal court, and then transferred to the United States District Court for the Southern District of Georgia, Savannah Division on November 14, 2023. See *Melvin Nicholas v. TMX Finance Corporate Services, Inc.*, Case No. 2-23-cv-1749-CDS-NKJ (D. Nev.), Dkt. No.12.

of bailment, invasion of privacy/intrusion upon seclusion, declaratory and injunctive relief, and for alleged violations of certain consumer protection statutes. Plaintiffs seek to recover actual damages, statutory damages, punitive damages, and attorneys' fees, in addition to equitable relief. Plaintiffs purport to bring these claims on behalf of a nationwide class and various state-specific subclasses of individuals whose Personal Information was purportedly compromised by the Data Breach.

- 1.6. On April 23, 2024, Defendants moved the Court to dismiss the Consolidated Complaint pursuant to Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6) as to Plaintiffs Ryan Carder, Lakendra Mitchell, Sophia Pickens, and Tracy Starling. (Dkt. No. 109). Plaintiffs filed a response in opposition to the motion on June 11, 2024. (Dkt. No. 123). Defendants then filed a reply in support of the motion on June 25, 2024. (Dkt. No. 129).
- 1.7. On April 23, 2024, Defendants also moved the Court for an order: (1) compelling individual arbitration of the claims of the remaining Plaintiffs (i.e., Plaintiffs Sonya Albert, Makecia Berry, Sheneequa Carrington, Lana Clark, Victoria Coria, Antonio DeJesus, Leon Diaz, Tommy Domino, Patsy Eslinger, Evelyn Francis, Jeremiah Gills, Dewayne Jackson, Yolanda Jackson, Adrian Johnson, Chaplin Johnson, Von King, Melvin Nicholas, Ebony Millner, Amy Penird, Jodie Petty, LaPetra Robinson, Edwin Scheide, Joseph Trottier, Francis Ann Washington, and Adam White); and (2) dismissing the Action or, alternatively, staying the Action until arbitration is complete. (Dkt. No. 108).
- 1.8. On May 7, 2024, Plaintiffs filed a motion for discovery related to Defendants' pending motion to compel arbitration. (Dkt. No. 114). Defendants filed a response in opposition to the motion for discovery on June 11, 2024. (Dkt. No. 121). Plaintiffs filed a reply

in support of the motion for discovery on June 25, 2024 (Dkt No. 130), to which Defendants filed a sur-reply on July 29, 2024 (Dkt No. 133). Plaintiffs filed a sur-sur-reply on August 9, 2024. (Dkt. No. 137).

- 1.9. TMX denies all material allegations in the Consolidated Complaint and specifically denies that it failed to properly protect any data or Personal Information, had inadequate data security, was unjustly enriched, breached any duty or implied contract, or violated any state consumer protection statutes or other laws.
- 1.10. The Parties have engaged in extensive arms-length negotiations regarding resolution of the Action, including participating in a full-day, in-person mediation before the Honorable Diane Welsh (Ret.) of JAMS in Philadelphia, Pennsylvania. In advance of and to facilitate the Parties' negotiations and mediation, the Parties engaged in informal discovery, including the exchange of documents and information necessary for both Parties to have sufficient information necessary to reach this Settlement Agreement.
- 1.11. The Parties recognize the expense and burden of proceedings necessary to continue litigation of the Action through further motion practice, discovery, trial, and any possible appeals. The Parties have accounted for the uncertainty and risk of the outcome of further litigation, and the expense, difficulties, and delays inherent in such litigation. The Parties are also aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Action and the defenses thereto. The Parties have determined that the settlement set forth in this Agreement is in their respective best interests and that the Agreement is fair, reasonable, and adequate. The Parties have therefore agreed to settle the claims asserted in the Action pursuant to the terms and provisions of this Agreement, subject to Court approval.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of the Parties to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree as follows:

2. Definitions

As used in all parts of this Agreement, including the recitals above, and the exhibits hereto, the following terms have the meanings specified below:

- 2.1. “**Action**” means the consolidated putative class action litigation captioned *Kolstedt et al. v. TMX Finance Corporate Services, Inc. et al.*, Case No. 4:23-cv-076, pending in the United States District Court for the Southern District of Georgia. For the purpose of this Agreement, the Action shall also be deemed to include all complaints, cases, or claims arising out of the Data Breach, which were or could have been brought in that consolidated proceeding.
- 2.2. “**Administration and Notice Costs**” means all reasonable costs and expenses incurred by the Settlement Administrator in carrying out its duties under this Agreement, including all costs and expenses incurred in connection with implementing and executing the Notice Plan and administering the Settlement. TMX shall be responsible for all Administration and Notice Costs.
- 2.3. “**Agreement**,” “**Settlement**,” or “**Settlement Agreement**” means this Class Action Settlement Agreement and Release and all of its attachments and exhibits, which the Parties understand and agree set forth all material terms and conditions of the settlement of the Action between them and which is subject to approval by the Court.

- 2.4. **“Approved Claims”** means Settlement Claims submitted using a Claim Form by the Claims Deadline and found to be valid and in an amount approved by the Settlement Administrator.
- 2.5. **“Attorneys’ Fees and Expenses”** means the attorneys’ fees and expenses that Class Counsel request the Court to approve for payment as compensation for work in prosecuting and settling the Action. Class Counsel agrees not to seek, and will not accept, more than \$5,750,000.00 (five million seven hundred fifty thousand dollars) in combined Attorneys’ Fees and Expenses.
- 2.6. **“Business Days”** means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the U.S. federal government.
- 2.7. **“Claims Deadline”** means the deadline by which Settlement Class Members must submit any Settlement Claims. Settlement Claims submitted after the Claims Deadline will not be timely and will not qualify for approval and will be rejected, unless any untimely submission is either allowed by both Parties or allowed by the Court. The Claims Deadline shall be set by the Court in the Preliminary Approval Order and shall be ninety (90) days after the Notice Date.
- 2.8. **“Claim Form”** shall mean the claim form attached as Exhibit C, or a claim form approved by the Court that is substantially similar to Exhibit C.
- 2.9. **“Class Counsel”** means MaryBeth V. Gibson of Gibson Consumer Law Group, LLC, Kelly K. Iverson of Lynch Carpenter, LLP, and Amy Keller of DiCello Levitt LLP.
- 2.10. **“Class List”** means the approximately 4.8 million individuals in the United States whose information was accessed, stolen, impacted, or compromised as a result of the Data Breach as identified in the notification files which TMX will provide to the

Settlement Administrator for purposes of providing notice and implementing the Settlement Agreement.

- 2.11. **“Court”** means the United States District Court for the Southern District of Georgia, Savannah Division, where the Action is pending.
- 2.12. **“Consolidated Complaint”** means the Amended Consolidated Class Action Complaint, at Docket Entry Number 82, filed in the Action on November 29, 2023, per the Court’s orders consolidating the Action, at Docket Entry Numbers 37, 38, and 57.
- 2.13. **“Data Breach”** means the data security incident that is the subject of the Action, which TMX detected in or around February 13, 2023, involved an earliest known breach of TMX’s systems in December 2022, and in which information may have been acquired from TMX’s systems between February 3, 2023 and February 14, 2023. The Data Breach compromised the information of approximately 4.8 million individuals.
- 2.14. **“Defendants”** mean TMX as defined herein in Section 2.43.
- 2.15. **“Effective Date”** means the date when all of the conditions set forth in Section 4.1 of this Agreement have occurred; provided, however, that the Parties have not exercised their respective rights of termination under Section 4.2 or Section 4.3 of this Agreement.
- 2.16. **“Entity”** means any corporation, partnership, limited liability company, association, trust, or other organization of any type.
- 2.17. **“Final Approval”** means entry of a Final Approval Order and Judgment.
- 2.18. **“Final Approval Hearing”** means the hearing to be conducted before the Court to determine the fairness, adequacy, and reasonableness of the Agreement pursuant to Federal Rule of Civil Procedure 23 and whether to enter a Final Approval Order and Judgment. The Final Approval Order and Judgment shall be entered no earlier than

ninety (90) days after the CAFA notices are mailed to ensure compliance with 28 U.S.C. § 1715.

- 2.19. **“Final Approval Order and Judgment”** means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, finally approves the Agreement finding that it is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Agreement consistent with all material provisions of the Agreement; finally certifies the Settlement Class for settlement purposes; dismisses all claims in the Action against Defendants with prejudice; releases the Released Parties from the Released Claims as set forth herein; bars and enjoins the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order and Judgment; includes as an exhibit a list of individuals who timely and validly opted out of the Settlement; satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23 in all respects; and is in the form of or materially in the form of the proposed Final Approval Order and Judgment attached as Exhibit F.
- 2.20. **“Judgment”** means the Final Approval Order and Judgment.
- 2.21. **“Long Notice”** means the long form notice attached as Exhibit B or substantially similar to the long form notice attached as Exhibit B.
- 2.22. **“Notice Date”** means the date by which notice will be fully commenced, which shall be forty-five (45) days after the Court enters the Preliminary Approval Order.
- 2.23. **“Notice Plan”** means the Settlement notice program attached as Exhibit D to be presented to the Court for approval in connection with a motion seeking a Preliminary

Approval Order. The Notice Plan shall be included with the proposed Preliminary Approval Order.

- 2.24. **“Objection Deadline”** means the deadline by which written objections to the Settlement must be filed in the Action’s electronic docket or postmarked as set forth in the Preliminary Approval Order. Such deadline shall be sixty (60) days after the Notice Date.
- 2.25. **“Opt-Out Deadline”** means the deadline by which written requests for exclusion from the Settlement must be postmarked as set forth in the Preliminary Approval Order. Such deadline shall be sixty (60) days after the Notice Date.
- 2.26. **“Parties”** means the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and TMX. When referring to Settlement Class Representatives or TMX, the singular **“Party”** may be used.
- 2.27. **“Parties’ Counsel”** means Class Counsel and TMX’s Counsel.
- 2.28. **“Personal Information”** is intended to be broadly construed and includes any information that could be used to identify, locate, or contact a person (whether on its own or in combination with other information). The term “Personal Information” also includes, without limitation, names, dates of birth, passport numbers, driver’s license numbers, federal/state identification card numbers, tax identification numbers, Social Security numbers, financial account information, phone numbers, residential addresses, email addresses, health information, and all other personally identifiable information. For the avoidance of doubt, the term Personal Information includes all information accessed, stolen, impacted, or compromised as a result of the Data Breach.
- 2.29. **“Plaintiffs”** mean the named Plaintiffs in the Consolidated Complaint.

- 2.30. **“Preliminary Approval Order”** means the Court’s order preliminarily approving the Settlement Agreement and, among other things, ordering that notice be provided to the Settlement Class, and in the form of or materially in the form of the proposed Preliminary Approval Order attached as Exhibit E.
- 2.31. **“Qualified Settlement Fund”** means an account established by the Settlement Administrator and controlled by the Settlement Administrator subject to the terms of this Agreement and the Court’s orders. The Qualified Settlement Fund is intended to be a “qualified settlement” fund within the meaning of Internal Revenue Code § 1468B and Treasury Regulation § 1.468B-1. Defendants shall retain no rights or reversionary interests in the settlement monies once transferred to the Qualified Settlement Fund. In accordance with Section 5.5 and the other terms of this Agreement, TMX shall deposit an amount sufficient to pay Approved Claims pursuant to Sections 5.1.1 and 5.1.2, as determined by the Settlement Administrator, into the Qualified Settlement Fund.
- 2.32. **“Released Claims”** means any and all claims (including, without limitation, any and all common law, equitable, and statutory claims arising under the laws of any jurisdiction, including those arising under state and/or federal laws of the United States), defenses, demands, actions, causes of action, losses, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary sanctions or damages for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, penalties, interest, attorneys’ fees, costs, or expenses, whether known or unknown (including Unknown Claims (defined below)),

suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to the Data Breach, any factual, legal, or other allegations in the Consolidated Complaint, and/or any theories of recovery that were, or could have been, raised at any point in the Action that in any way concern, arise out of, or relate to the Data Breach.

2.32.1. For the avoidance of doubt, Released Claims and Settlement Class Representative Released Claims are to be construed broadly and include, without limitation, any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 *et seq.* and any similar statutes in effect in the United States or in any states in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal

court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

- 2.33. **"Released Parties"** means TMX Finance Corporate Services, Inc., TMX Finance LLC, and CCF Intermediate Holdings, LLC (collectively, the "TMX Entities"), and each of the TMX Entities' current and former parents, subsidiaries, divisions, and affiliated companies, whether indirect or direct, as well as these entities' respective predecessors, successors, assigns, directors, officers, employees, agents, vendors, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, creditors, lenders, and retailers.
- 2.34. **"Releasing Parties"** means the Settlement Class Representatives and all Settlement Class Members who do not timely and validly opt out of the Settlement.
- 2.35. **"Settlement Administrator"** means Simpluris, which was jointly selected and agreed upon by the Parties and which has experience in class action settlement notice and administration, including data breach class action settlement notice and administration, and has been retained by the Parties to carry out the Notice Plan, claims administration, and all other tasks relating to settlement administration.
- 2.36. **"Settlement Claim"** means a claim or request for settlement benefits as provided for in this Settlement Agreement.

- 2.37. **“Settlement Class”** means all residents of the United States whose Personal Information was accessed, stolen, impacted, or compromised as a result of the Data Breach as identified in the Class List. Excluded from the Settlement Class are (i) TMX, any Entity in which TMX has a controlling interest, and TMX’s officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement. The Settlement Class includes approximately 4.8 million individuals.
- 2.38. **“Settlement Class Member”** means any person within the definition of Settlement Class as defined in Section 2.37.
- 2.39. **“Settlement Class Representatives”** means Plaintiffs Makecia Berry, Sheneequa Carrington, Antonio DeJesus, Tommy Domino, Patsy Eslinger, Evelyn Francis, Dewayne Jackson, Von King, Melvin Nicholas, Jodie Petty, LaPetra Robinson, Edwin Scheide, Joseph Trottier, and Francis Ann Washington.
- 2.40. **“Settlement Class Representative Released Claims”** means the claims released by the Settlement Class Representatives, which include the Released Claims and, in exchange for the debt reduction benefit provided for in Section 5.3, for any debt that is reduced to \$0.00, also includes any and all claims (including, without limitation, any and all common law, equitable, and statutory claims arising under the laws of any jurisdiction, including those arising under state and/or federal laws of the United States), defenses, demands, actions, causes of action, losses, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary sanctions

or damages for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, penalties, interest, attorneys' fees, costs, or expenses, whether known or unknown (including Unknown Claims (defined below)), suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that they may have against the Released Parties as of the Effective Date. For the avoidance of doubt, to the extent any Settlement Class Representative has a remaining balance in their account(s) with TMX Finance LLC's subsidiaries after the benefits provided by Section 5.3 are applied, this Settlement Class Representatives Released Claims only include the Released Claims set forth in Section 2.32. This release (i.e., this Settlement Class Representatives Released Claims) does not release any claims for breach of, or enforcement of, this Settlement Agreement.

- 2.41. **"Settlement Website"** means the website the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, a downloadable version of a customary form of Short Notice, a customary form of Long Notice, a customary version of the Claim Form, which together shall include a fair summary of the Parties' respective litigation positions, the general terms of the Settlement, instructions for how to object or opt-out of the Settlement, the process and instructions for making Settlement Claims, and the date, time and place of the Final Approval Hearing; this

Agreement; Plaintiffs' motion for preliminary approval of the Settlement; the Preliminary Approval Order; and Class Counsel's motion for attorneys' fees and expenses. The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator. The Settlement Website shall not include any advertising, will be indexed so that it is searchable using commercially-available search engines, and shall remain operational until at least 30 days after all Settlement benefits under this Agreement have been distributed.

- 2.42. **"Short Notice"** means the short form notice attached as Exhibit A or substantially similar to the short form notice attached as Exhibit A.
- 2.43. **"TMX"** refers collectively to both TMX Finance Corporate Services, Inc. and TMX Finance LLC.
- 2.44. **"TMX's Counsel"** means the attorneys who appeared in the Action on behalf of TMX from the law firm of Alston & Bird LLP.
- 2.45. **"Unknown Claims"** means any and all Released Claims that any Settlement Class Representative or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Settlement Class Representatives and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise,

which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Settlement Class Representatives and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

3. Presentation of Settlement to the Court

- 3.1. As soon as practicable after the execution of the Settlement Agreement, the Settlement Class Representatives and Class Counsel shall submit this Settlement Agreement to the Court and file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order materially in the form attached hereto as Exhibit E, requesting, among other things:
 - 3.1.1. Preliminary certification of the Settlement Class for settlement purposes only;
 - 3.1.2. Preliminary approval of the Settlement Agreement;
 - 3.1.3. Appointment of MaryBeth V. Gibson of Gibson Consumer Law Group, LLC, Kelly Iverson of Lynch Carpenter, LLP, and Amy Keller of DiCello Levitt LLP as Class Counsel;
 - 3.1.4. Appointment of the Settlement Class Representatives as the settlement class representatives;
 - 3.1.5. Approval of the Notice Plan attached hereto as Exhibit D;

- 3.1.6. Approval of a short form notice substantially similar to the one attached hereto as Exhibit A;
 - 3.1.7. Approval of a long form notice substantially similar to the one attached hereto as Exhibit B;
 - 3.1.8. Approval of a claim form substantially similar to the one attached hereto as Exhibit C; and
 - 3.1.9. Appointment of the Settlement Administrator.
- 3.2. The Long Notice, Short Notice, and Claim Form shall be reviewed by the Settlement Administrator and may be revised as agreed by the Parties prior to the submission to the Court for approval.
- 3.3. After entry by the Court of a Preliminary Approval Order, and no later than thirty (30) days before the Final Approval Hearing, the Settlement Class Representatives shall file a motion seeking final approval of the Settlement and entry of a Final Approval Order and Judgment materially in the form attached hereto as Exhibit F, including a request that the preliminary certification of the Settlement Class for settlement purposes be made final.
- 3.4. Class Counsel shall share drafts of any memoranda in support of preliminary approval and final approval with TMX at least two (2) Business Days before filing same and shall consider any proposed edits by TMX in good faith.

4. Effective Date and Termination

- 4.1. The Effective Date of the Settlement shall be the first Business Day after all of the following conditions have occurred:
 - 4.1.1. The Parties execute this Agreement;

- 4.1.2. The Court enters the Preliminary Approval Order without material change to the Parties' agreed-upon proposed Preliminary Approval Order attached as Exhibit E, which shall include approval of the Notice Plan;
 - 4.1.3. Notice is provided to the Settlement Class in accordance with the Preliminary Approval Order and Notice Plan;
 - 4.1.4. The Court enters the Final Approval Order and Judgment consistent with the requirements as set forth in Section 2.19 and without material change to the Parties' agreed-upon proposed Final Approval Order and Judgment attached as Exhibit F; and
 - 4.1.5. The Final Approval Order and Judgment has become final because (i) the time for appeal, petition, rehearing, or other review has expired; or (ii) if any appeal, petition, or request for rehearing or other review has been filed, the Final Approval Order and Judgment is affirmed without material change, or the appeal is dismissed or otherwise disposed of, and no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, and requests for rehearing or other review has expired.
- 4.2. TMX may, in its sole discretion, terminate this Agreement if more than a specified number of Settlement Class Members submit valid and timely requests to exclude themselves from the Settlement, as agreed to by the Parties in a separate writing that has been executed by the contemporaneously with the execution of this Agreement and, if requested, submitted to the Court for *in camera* review. If TMX elects to terminate the Settlement pursuant to Section 4.2, it shall provide written notice to Class Counsel no later than fifteen (15) Business Days after the Opt-Out Deadline.

- 4.3. This Settlement may be terminated by either the Settlement Class Representatives or TMX by serving on counsel for the opposing Party and filing with the Court a written notice of termination within ten (10) Business Days (or such longer time as may be agreed between Class Counsel and TMX) after any of the following occurrences:
- 4.3.1. Class Counsel and TMX mutually agree to termination before the Effective Date;
 - 4.3.2. The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement as set forth in this Settlement Agreement;
 - 4.3.3. An appellate court reverses the Final Approval Order and Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand;
 - 4.3.4. The Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the Preliminary Approval Order, the proposed Final Approval Order and Judgment, the Final Approval Order and Judgment, or the Settlement; or
 - 4.3.5. The Effective Date does not occur.
- 4.4. If this Agreement is terminated under Section 4.2 or 4.3 above, the following shall occur:
- 4.4.1. The Parties shall return to the status quo in the Action as if the Parties had not entered into this Agreement;

- 4.4.2. Any Court orders approving certification of the Settlement Class and any other orders entered pursuant to this Agreement shall be null and void and vacated, and neither those orders nor any statements made in connection with seeking approval of the Agreement may be used in or cited by any person or Entity in support of claims or defenses or in support or in opposition to a class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim; and
- 4.4.3. This Agreement shall become null and void, and the fact of this Settlement and that TMX did not oppose certification of the Settlement Class shall not be used or cited by any person or Entity in support of claims or defenses or in support of or in opposition to a class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving any Released Claims.

5. Settlement Benefits

- 5.1. All Settlement Class Members who submit an Approved Claim using the Claim Form, which is attached as Exhibit C to this Settlement Agreement, are eligible to claim, as set forth below:
- 5.1.1. Undocumented Losses or Harm. Settlement Class Members can submit a claim for \$35.00 (thirty-five dollars) for losses or harms they believe are fairly traceable to the Data Breach, including but not limited to for time spent remedying issues related to the Data Breach, alleged harms related to the loss of Personal Information related to the Data Breach, and/or other alleged losses or harm related to the Data Breach. No documentation of such losses or harm is required to claim this benefit; however, the Settlement Class Member must affirm that they have

suffered the loss or harm as a result of the Data Breach. TMX's obligation to pay claims for Undocumented Losses or Harm is subject to an aggregate cap of \$4,500,000.00 (four million five hundred thousand dollars). If the aggregate total of claims for Undocumented Losses or Harm is less than \$4,500,000.00 (four million five hundred thousand dollars), then TMX shall pay that aggregate total amount of Approved Claims for Undocumented Losses or Harm that is less than \$4,500,000.00 (four million five hundred thousand dollars). If the aggregate total of claims for undocumented losses or harm exceeds \$4,500,000.00 (four million five hundred thousand dollars), there will be a pro-rata reduction such that the total amount paid does not exceed \$4,500,000.00 (four million five hundred thousand dollars). In no event will TMX be required to pay more than \$4,500,000.00 (four million five hundred thousand dollars) for Undocumented Losses or Harm.

- 5.1.2. Documented Out-of-Pocket Losses. Settlement Class Members may submit claims for up to \$500.00 (five hundred dollars) for documented monetary loss(es) that is fairly traceable to the Data Breach and that has not already been reimbursed, including, but not limited to: (i) out-of-pocket costs, expenses, losses, or other charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Personal Information; (ii) out-of-pocket costs incurred after the Data Breach was disclosed associated with changing accounts or engaging in other mitigative conduct, including but not limited to notary, fax, postage, copying, mileage, and long-distance telephone charges; (iii) out-of-pocket professional fees incurred to

address the Data Breach; and (iv) out-of-pocket purchases of credit monitoring or other mitigative services after the Data Breach was disclosed, through the date of the Settlement Class Member's Claim submission. TMX's obligation to pay claims for Documented Out-of-Pocket Losses is subject to an aggregate cap of \$2,000,000.00 (two million dollars). If the aggregate total of claims for Documented Out-of-Pocket Losses is less than \$2,000,000.00 (two million dollars), then TMX shall pay that aggregate total amount of Approved Claims for Documented Out-of-Pocket Losses that is less than \$2,000,000.00 (two million dollars). If the aggregate total of claims for Documented Out-of-Pocket Losses exceeds \$2,000,000.00 (two million dollars), there will be a pro-rata reduction such that the total amount paid is \$2,000,000.00 (two million dollars). In no event will TMX be required to pay more than \$2,000,000.00 (two million dollars) for Documented Out-of-Pocket Losses.

- 5.2. Debt Reduction For Settlement Class Members Who Do Not Submit An Approved Claim. All Settlement Class Members who do not submit an Approved Claim under Section 5.1 for Undocumented Losses or Harm or Documented Out-of-Pocket Losses will automatically receive a one-time credit of \$20 applied to an outstanding balance owed to TMX Finance LLC's subsidiaries as reflected in the Settlement Class Members' accounts as of the Effective Date. If a Settlement Class member owes less than \$20, the one-time reduction will be in an amount equal to the balance such that the Settlement Class Member's account will be reduced to \$0.00. For the avoidance of doubt, no cash payment will be made in connection with this benefit. This benefit is not subject to a monetary cap. TMX represents and warrants that it has the authority

and ability to enter into this debt reduction agreement on behalf of itself and its subsidiaries and can provide, or cause its subsidiaries to provide, the debt reduction benefit to Settlement Class Members as addressed herein.

5.3. Debt Reduction For Settlement Class Representatives. In exchange for the Settlement Class Representative Released Claims and mutual covenant not to sue provided herein, all Settlement Class Representatives to the extent they have an outstanding balance owed as reflected in the Settlement Class Members' accounts with TMX Finance LLC's subsidiaries, will have their debt as of the Effective Date reduced to \$0.00. For the avoidance of doubt, no cash payment will be made in connection with this benefit. The aggregate total of such debt reduction for all Settlement Class Representatives shall be limited to \$200,000.00 (two hundred thousand dollars). If the aggregate amount in debt of the Settlement Class Representatives exceeds \$200,000.00 (two hundred thousand dollars), there will be a pro-rata reduction such that the total debt reduction does not exceed \$200,000.00 (two hundred thousand dollars). In no event will TMX be required to reduce the Settlement Class Representatives' debt by more than \$200,000.00 (two hundred thousand dollars) in aggregate. This benefit is available to all Settlement Class Representatives regardless of whether they submit an Approved Claim. TMX represents and warrants that it has the authority and ability to enter into this debt reduction agreement on behalf of itself and its subsidiaries and can provide, or cause its subsidiaries to provide, the debt reduction benefit to Settlement Class Representatives as addressed herein.

5.4. In the event that a Settlement Class Member's debt is reduced to zero (\$0.00) pursuant to the Settlement, TMX Finance LLC's subsidiaries shall take reasonable steps to return

the vehicle title in their possession to the Settlement Class Member in the ordinary course of business.

5.5. Within ten (10) Business Days of the later of the Effective Date or of the Settlement Administrator's final determination of the amount of Approved Claims to be paid pursuant to both Sections 5.1.1 and 5.1.2, TMX shall deposit an amount sufficient to pay Approved Claims pursuant to Sections 5.1.1 and 5.1.2 into the Qualified Settlement Fund. For the avoidance of doubt, TMX's obligation to pay Approved Claims is expressly subject to the maximum aggregate caps in Sections 5.1.1 and 5.1.2. The Settlement Administrator shall be responsible for distributing the funds to the Settlement Class within sixty (60) days of the Effective Date (or as promptly as reasonably possible). Payments by the Settlement Administrator may be made by check or, if requested by the claimant and reasonably feasible for the Settlement Administrator in the Settlement Administrator's discretion, via an electronic payment method. Any payments that remain uncashed or unnegotiated more than six months after their distribution shall be distributed in a manner agreed upon by the Parties or, in the absence of an agreement, as determined by the Court.

5.6 Within thirty (30) days of the Effective Date, TMX shall reduce or cause to be reduced Settlement Class Members' debt consistent with Section 5.2 of this Agreement, and Settlement Class Representatives' debt consistent with Section 5.3 of this Agreement.

6. Information Security Enhancements

6.1 In response to the Data Breach and the Action, TMX has further enhanced its data security infrastructure. For a period of at least three (3) years following the execution of this Agreement, TMX agrees to: (1) require user passwords to be changed at least every six months; (2) ensure all default passwords are changed to follow password policies; (3)

perform annual, mandatory training for all employees related to information security and ensuring the security and protection of Personal Information; (4) configure critical business systems to alert on unsuccessful administration account logins; (5) deploy multi-factor authentication wherever a user seeks to log on to the systems or equivalent mitigating controls; (6) ensure least privilege and separation of duties is enforced on all access to critical business systems; and (7) encrypt information contained in the core transactional databases, as defined by TMX's security documentation. Actual costs for the implementation and maintenance of these Information Security Enhancements will be paid separately by TMX apart from payment for any of the settlement benefits described in Section 5.

7. Duties of Settlement Administrator

7.1. The Settlement Administrator shall perform the functions specified in this Agreement, any functions specified in the Notice Plan after Court approval, and any other functions approved by the Court. In addition to other responsibilities that are described elsewhere in this Agreement (and in the Notice Plan, once approved by the Court), the duties of the Settlement Administrator shall include:

7.1.1. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members. Specifically, the Settlement Administrator, in its discretion to be reasonably exercised, but subject to oversight and review by the Parties, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information required to complete the Claim Form by the Claims Deadline, including any documentation that may be necessary to reasonably support amounts claimed under Section 5.1.2; and (iii) the information submitted would lead a reasonable person to conclude, for a

Settlement Claim for Documented Out-of-Pocket Losses submitted under Section 5.1.2, that the alleged expenses/losses resulted from the Data Breach.

7.1.2. The Settlement Administrator may at any time request from the claimant (including via email) supplemental claim information as the Settlement Administrator may reasonably require in order to evaluate the Settlement Claim, e.g., documentation requested on the Claim Form or information regarding the claimed expenses and losses. Supplemental information, beyond membership in the Settlement Class, contact information, and completion of the Claim Form, is not required for Undocumented Losses and Harm pursuant to Section 5.1.1. If supplemental claim information is requested, the Settlement Administrator shall give the claimant reasonable time in the Settlement Administrator's discretion but not exceeding thirty (30) days to provide the supplemental information before rejecting the claim. Requests for supplemental claim information shall be made as promptly as reasonably possible after the Claims Deadline (or earlier in the discretion of the Settlement Administrator). If the supplemental claim information does not cure a claim defect as reasonably determined by the Settlement Administrator, then the Settlement Claim will be deemed invalid and there shall be no obligation to pay the Settlement Claim. For the avoidance of doubt, the Settlement Administrator is not required to request supplemental information but shall exercise its good faith judgment when deciding whether to request supplementation, including in the event it decides to deny a claim without requesting supplementation.

- 7.1.3. Establishing and maintaining a post office box for receiving requests for exclusion from the Settlement;
- 7.1.4. Establishing and maintaining the Settlement Website;
- 7.1.5. Responding to Settlement Class Member inquiries via U.S. mail, email, or telephone;
- 7.1.6. Establishing a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries;
- 7.1.7. Receiving and processing all written requests for exclusion from the Settlement and providing copies thereof to the Parties' Counsel. If the Settlement Administrator receives any requests for exclusion or other requests after the Opt-Out Deadline, the Settlement Administrator shall promptly provide copies thereof to the Parties' Counsel;
- 7.1.8. Providing weekly reports that summarize the number of claims, written requests for exclusion, objections, and any other information requested by the Parties' Counsel;
- 7.1.9. Within five (5) Business Days after the Opt-Out Deadline, providing a final report to the Parties' Counsel summarizing the number of written requests for exclusion (i.e., requests to opt out), a list of all individuals who have timely and validly excluded themselves from the Settlement in accordance with the requirements of the Settlement, and any other information requested by the Parties' Counsel;
- 7.1.10. After the Effective Date, processing and transmitting any and all distributions to Settlement Class Members;

- 7.1.11. Prior to the Final Approval Hearing, preparing and executing an affidavit or declaration to submit to the Court that identifies each Settlement Class Member who timely and validly requested exclusion from the Settlement; and
- 7.1.12. Performing any other functions that the Parties jointly agree are necessary to accomplish administration of the Settlement.
- 7.2. All Administration and Notice Costs incurred by the Settlement Administrator or otherwise in connection with administering the Settlement will be paid by TMX separate and apart from the Settlement Benefits described in Section 5.
- 7.3. Neither the Parties nor the Parties' Counsel shall have any liability whatsoever with respect to any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement, or under the Notice Plan once approved by the Court.
- 7.4. The Settlement Administrator shall indemnify and hold harmless the Parties and the Parties' Counsel for any liability arising from any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement, or under the Notice Plan once approved by the Court.

8. Notice Plan

- 8.1. The Settlement Administrator shall be responsible for implementing and executing the Notice Plan. Within ten (10) days after the Court's entry of a Preliminary Approval Order, TMX shall provide the Settlement Administrator with available contact information for Settlement Class Members, i.e., with the Class List. As set forth in and consistent with the Notice Plan, notice of the Settlement will be provided by single postcard via U.S. mail (where the Class List contains postal address information) and

otherwise via email. A reminder notice to Settlement Class Members who have yet to submit claims shall be sent via email as set forth in the Notice Plan.

- 8.2. Should the Settlement be terminated for any of the reasons identified in Sections 4.2 or 4.3, the Settlement Administrator shall immediately destroy the Class List and all documents containing Settlement Class Member contact information created from or derived by the Class List.

9. CAFA Notice

- 9.1. TMX will serve or cause to be served the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, not later than ten (10) days after this Agreement is filed with the Court.

10. Mutual Covenants Not to Sue

- 10.1. The Settlement Class Representatives covenant and agree: (i) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any Released Claim or Settlement Class Representative Released Claim, or the facts and circumstances relating thereto, against any of the Released Parties; (ii) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of Settlement Class Member but who requested to be excluded from the Settlement, for purposes of pursuing any action based on or relating to any Released Claim or Settlement Class Representative Released Claim or the facts and circumstances relating thereto, against any of the Released Parties; and (iii) that the foregoing covenants and this Agreement shall be a complete defense to any Released Claim or Settlement Class Representative Released Claim against any of the Released Parties.

10.2. The Released Parties covenant and agree not to file, commence, prosecute, intervene in, or participate in any action in any jurisdiction against any Settlement Class Representative based on or related to any debt or loan to the extent the debt or loan has been reduced to \$0.00 pursuant to this Agreement. This covenant does not apply to any debt or loan that is not reduced to \$0.00 pursuant to this Agreement.

11. Representations and Warranties

11.1. Each Party represents that:

- (i) such Party has the full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval;
- (ii) such Party is voluntarily entering into the Agreement as a result of arm's-length negotiations conducted by its counsel;
- (iii) such Party is relying solely upon its own judgment, belief, and knowledge, and the advice and recommendations of its own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof;
- (iv) such Party has been represented by, and has consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and has been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein;
- (v) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party;
- (vi) except as provided in the Settlement Agreement, such Party has not been influenced to any extent whatsoever in executing the Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party to the Agreement;
- (vii) each of the Parties assumes the risk of mistake as to facts or law; and
- (viii) this Agreement constitutes a valid, binding, and enforceable agreement.

- 11.2. The Settlement Class Representatives represent and warrant that they have not assigned or otherwise transferred any interest in any of the Released Claims or Settlement Class Representative Released Claims against any of the Released Parties, and further covenant that they will not assign or otherwise transfer any interest in any of the Released Claims or Settlement Class Representative Released Claims against any of the Released Parties.
- 11.3. The Settlement Class Representatives represent and warrant that they have no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims or Settlement Class Representative Released Claims.

12. Releases

- 12.1. As of the Effective Date, all Releasing Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Released Claims against the Released Parties, except for claims relating to the enforcement of this Agreement.
- 12.2. As of the Effective Date, the Settlement Class Representatives, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Settlement Class Representative Released Claims against the Released Parties, except for claims relating to the enforcement of this Agreement.
- 12.3. 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. Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

13. No Admission of Wrongdoing

- 13.1. This Agreement compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Parties as to the merits of any claim or defense. This Agreement shall not be offered or received against TMX as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by TMX with respect to the truth of any fact alleged by any Settlement Class Representative or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action or in any litigation, arbitration or other proceeding, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, arbitration, or other proceeding, or of any liability, negligence, fault, breach of duty, or wrongdoing of TMX.
- 13.2. This Agreement shall not be construed as or received in evidence as an admission, concession, or presumption against any Settlement Class Representative or any Settlement Class Member that any of their claims are without merit, or that any defense asserted by TMX has any merit.

- 13.3. The negotiation, terms, and entry of the Parties into this Agreement shall remain subject to the provisions of Federal Rule of Evidence 408, all similar state statutes, rules of evidence, and arbitral rules, and the mediation privilege.
- 13.4. Notwithstanding the foregoing provisions of Section 13 or any other terms in this Settlement, TMX may use, offer, admit, or refer to this Agreement and to the Settlement, if approved, where it deems necessary to defend itself in any other action, or in any judicial, administrative, regulatory, arbitral, or other proceeding, as it deems necessary to comply with or address tax, regulatory and/or disclosure obligations, to pursue insurance and/or other indemnification, and/or to enforce this Agreement and the Settlement, including the releases contained therein.

14. Opt-Outs

- 14.1. Any individual who wishes to exclude themselves from the Settlement must submit a written request for exclusion to the Settlement Administrator, which shall be postmarked no later than the Opt-Out Deadline.
- 14.2. The written request for exclusion must:
- (i) Identify the case name and number of the Action;
 - (ii) Identify the name and address of the individual seeking exclusion from the Settlement;
 - (iii) Be personally signed by the individual seeking exclusion;
 - (iv) Include a statement clearly indicating the individual's intent to be excluded from the Settlement; and
 - (v) Request exclusion only for that one individual whose personal signature appears on the request.

- 14.3. Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator. Any purported mass or class opt-outs are not permitted.
- 14.4. Any individual who submits a valid and timely request for exclusion in the manner described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.
- 14.5. Any individual who does not submit a valid and timely request for exclusion in the manner described herein shall be deemed to be a Settlement Class Member upon expiration of the Opt-Out Deadline, and shall be bound by all proceedings, orders, and judgments applicable to the Settlement Class.
- 14.6. Class Counsel agree that this Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class Members.

15. Objections

- 15.1. Any Settlement Class Member who wishes to object to the Settlement must submit a written objection to the Court on or before the Objection Deadline, as specified in the Preliminary Approval Order.
- 15.2. The written objection must include:
 - (i) The case name and number of the Action;
 - (ii) The name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
 - (iii) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;

- (iv) A statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the three years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;
- (v) Information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Breach, or a statement explaining why the objector believes he or she is a Settlement Class Member);
- (vi) A statement of the specific grounds for the objection; and
- (vii) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

15.3. Class Counsel and TMX may respond to the Objections, if any, by means of a memorandum of law, filed and served prior to the Final Approval Hearing.

15.4. Any Settlement Class Member who fails to object to the Settlement in the manner described in the Preliminary Approval Order shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

16. Attorneys' Fees and Expenses

16.1. Class Counsel shall submit a request to the Court for payment of Attorneys' Fees and Expenses incurred in prosecuting and settling the Action. Class Counsel agrees not to seek or accept Attorneys' Fees and Expenses totaling more than \$5,750,000.00 (five million seven hundred fifty thousand dollars). Any request for Attorneys' Fees and Expenses must be filed with the Court at least fourteen (14) days before the Objection Deadline.

16.2. For the avoidance of doubt, Class Counsel agrees not to seek or accept Attorneys' Fees and Expenses that, when combined, total more than \$5,750,000.00 (five million seven hundred fifty thousand dollars). TMX agrees to pay the Attorneys' Fees and Expenses no later than ten (10) days after the Effective Date, separate and apart from any class benefits. The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Attorneys' Fees and Expenses. If the Court declines to approve, in whole or in part, a request for Attorneys' Fees and Expenses, all remaining provisions in 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 payment of Attorneys' Fees and Expenses, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

17. Final Approval Hearing

- 17.1. The Parties recommend the Final Approval Hearing be scheduled no earlier than ninety (90) days after the entry of the Preliminary Approval Order.
- 17.2. Any Settlement Class Member who wishes to appear at the Final Approval hearing must comply with any Court requirements as set forth in the Preliminary Approval Order or other materials approved by the Court.
- 17.3. Within fourteen (14) days of the Final Approval Hearing, Class Counsel shall file the motion for final approval petitioning the Court to enter the Final Approval Order and Judgment.

18. Confidentiality

- 18.1. The Parties and the Parties' Counsel agree that the terms of this Settlement shall remain confidential and shall not be disclosed until the Agreement is publicly filed in connection with the Settlement Class Representatives' motion seeking a Preliminary

Approval Order. Notwithstanding the foregoing, the Parties may disclose this Agreement for legal, compliance, tax, and regulatory-related purposes.

19. Notices

19.1. All notices to Class Counsel provided for in this Agreement shall be sent by email and

First-Class mail to the following:

MaryBeth V. Gibson
Georgia Bar No. 725843
GIBSON CONSUMER LAW GROUP, LLC
4279 Roswell Road
Suite 208-108
Atlanta, GA 30342
marybeth@gibsonconsumerlawgroup.com

Kelly Iverson
LYNCH CARPENTER, LLP
1133 Penn Avenue
5th Floor
Pittsburgh, PA 15222
kelly@lcllp.com

Amy Keller
DICELLO LEVITT LLP
Ten North Dearborn Street
Sixth Floor
Chicago, IL 60602
akeller@dicellolevitt.com

19.2. All notices to TMX or TMX's Counsel provided for in this Agreement shall be sent by email and First-Class mail to the following:

Kristine M. Brown
Donald M. Houser
Gavin Reinke
ALSTON & BIRD LLP
1201 West Peachtree Street NW
Atlanta, GA 30309
kristy.brown@alston.com
donald.houser@alston.com
gavin.reinke@alston.com

19.3. All notices to the Settlement Administrator provided for in this Agreement shall be sent by either email or First-Class mail to the Settlement Administrator at an address that will be specified on the Notices and Settlement Website.

19.4. The notice recipients and addresses designated in this Section may be changed by written notice posted to the Settlement website.

20. Miscellaneous Provisions

20.1. TMX represents that neither TMX Finance Corporate Services, Inc. nor TMX Finance LLC is a lender, and no Settlement Class Member has outstanding debt with either TMX Finance Corporate Services, Inc. or TMX Finance LLC; all debt of Settlement Class Members that will be reduced pursuant to this Settlement Agreement is held by TMX Finance LLC's subsidiaries.

20.2. Further Steps. The Parties agree that they each shall undertake any further required steps to effectuate the purposes and intent of this Agreement.

20.3. Cooperation. The Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement and (ii) agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Settlement Agreement.

20.4. Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the exhibits hereto, are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents.

- 20.5. Severability. Subject to the other provisions of this Agreement, should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder. For the avoidance of doubt, this provision is subject to the other provisions of this Agreement and nothing in this provision shall change, alter, or impair the Parties' termination rights set forth in the Agreement, including without limitation, pursuant to Sections 4.2 and 4.3.
- 20.6. Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.
- 20.7. Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants expressly contained and memorialized herein.
- 20.8. Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.
- 20.9. Drafting. The language of all parts of this Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any Party. No Party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the Parties and their counsel. Each Party and their counsel cooperated in the drafting and

preparation of the Agreement. In any construction to be made of the Agreement, the Agreement shall not be construed against any Party and any canon of contract interpretation to the contrary shall not be applied.

20.10. Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by an express writing signed by the Parties who executed this Agreement, or their successors. Following the Effective Date, this Agreement may not be modified or amended, nor may any of its provisions be waived, absent a court order. Notwithstanding the above, any Party unilaterally may change the notice recipients in Section 19 at any time so long as the change is in accordance that Section.

20.11. Waiver. The failure of a Party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement. By participating in this Settlement, which includes certain Settlement Class Members who TMX asserts or may assert are otherwise required to arbitrate their disputes with TMX or TMX Finance LLC's subsidiaries, neither TMX nor TMX Finance LLC's subsidiaries waive—but express preserve—any arbitration agreements with those Settlement Class Members with respect to any and all claims other than the Released Claims.

20.12. Counterparts. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same

instrument. A complete set of executed counterparts shall be filed with the Court. This Agreement may be executed using electronic signature technology (e.g., via DocuSign, Adobe Sign, or other electronic signature technology), and such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature.

- 20.13. Electronic Mail. Transmission of a signed Agreement by electronic mail shall constitute receipt of an original signed Agreement by mail.
- 20.14. Successors and Assigns. The Agreement shall be binding upon, and inures to the benefit of, the heirs, executors, successors, and assigns of the Parties hereto.
- 20.15. Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of Georgia, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.
- 20.16. Interpretation. The following rules of interpretation shall apply to this Agreement:
- (i) Definitions apply to the singular and plural forms of each term defined.
 - (ii) Definitions apply to the masculine, feminine, and neuter genders of each term defined.
 - (iii) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."
- 20.17. Fair and Reasonable. The Parties and the Parties' Counsel believe this Agreement is a fair and reasonable compromise of the disputed claims and in the best interest of the Parties. The Parties have arrived at this Agreement as a result of extensive arms-length negotiations.

- 20.18. Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement. The Court also shall retain exclusive jurisdiction over any determination of whether any subsequent suit is released by the Settlement Agreement. The Court shall also retain exclusive jurisdiction over all questions and/or disputes related to the Notice 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.
- 20.19. No Government Third-Party Rights or Beneficiaries. No government agency or official can claim any rights under this Agreement or Settlement.
- 20.20. No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after the Final Approval Order and Judgment is entered.
- 20.21. Date of Agreement. The execution date of this Settlement Agreement and Release shall be deemed to be the latest date of the signatures below.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized counsel:

Class Counsel:

/s/ MaryBeth V. Gibson

Name: MaryBeth V. Gibson

Date: 02/24/2025

/s/ Kelly K. Iverson

Name: Kelly Iverson

Date: 02/24/2025

/s/ Amy Keller

Name: Amy Keller

Date: 02/24/2025

**Defendant TMX Finance Corporate
Services, Inc.**

Name:

Title:

Date:

Defendant TMX Finance LLC

Name:

Title:

Date:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized counsel:

Class Counsel:

Name: MaryBeth V. Gibson
Date:

Name: Kelly Iverson
Date:

Name: Amy Keller
Date:

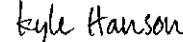
Defendant TMX Finance Corporate Services, Inc.

Signed by:



Name: Julie Torkelson
Title: Chief Financial Officer
Date: February 24, 2025

Defendant TMX Finance LLC



Name: Kyle Hanson
Title: Chief Executive Officer
Date: February 24, 2025

EXHIBIT A

TMX Finance Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799

RESORTED
FIRST-CLASS MAIL
US POSTAGE
PAID
SIMPLURIS INC

Court Approved Legal Notice
*Kolstedt et al. v. TMX Finance
Corporate Services, Inc. et al.,*
Case No. 4:23-cv-00076-RSB-CLR

If your personal information was accessed, stolen, impacted, or compromised as a result of a data breach announced by TMX Finance Corporate Services, Inc. and TMX Finance LLC (collectively, “TMX”) you are eligible for benefits from a class action settlement.

A federal court authorized the Settlement Administrator to send this notice. This is not a solicitation from a lawyer.

«IMbFullBarcodeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIM117«SIM117»
«Barcode_Encoded_129887»

A proposed Settlement has been reached with TMX related to a data breach that TMX announced in 2023 (the "Data Breach"). The lawsuit, which is pending in the U.S. District Court for the Southern District of Georgia, alleges that TMX did not adequately protect personal information. TMX denies any wrongdoing. No judgment or determination of wrongdoing has been made. This notice summarizes the proposed Settlement. For the precise terms and additional information, please visit [XXX.com]

Who is Included? Records indicate you are included in this Settlement as a member of the Settlement Class. The Settlement Class includes the U.S. residents whose personal information was accessed, stolen, impacted, or compromised as a result of the Data Breach as identified in the Class List.

What does the Settlement Provide? The Settlement provides payment for any losses or harms in addressing issues related to the Data Breach (e.g., time spent responding to the Data Breach, loss of personal information, emotional distress, and/or any other loss or harm incurred) of \$35 per person without any required documentation (with claims capped at \$4,500,000); payment of documented out-of-pocket losses resulting from the Data Breach of up to \$500 per person (with claims capped at \$2,000,000); and for all Settlement Class Members who do nothing or submit a claim that is not approved, a one-time credit of \$20 applied to any outstanding balance owed as reflected in the Settlement Class Member's account with TMX Finance LLC subsidiaries (if you owe less than \$20, the account will be reduced to zero; there is no cash payment). TMX has agreed to pay Attorneys' Fees and Expenses as approved by the Court not to exceed \$5,750,000. Please note that payments for undocumented and documented losses may be lower depending on the total amount of claims approved.

How To Get Monetary Benefits: You must submit a claim form, including any required documentation. The deadline to file a claim form is Month XX, 2025. You can file a claim form online at [JXXX.com]. If you prefer, you can print a claim form on the website or request one by calling 1-xxx-xxxx, and then return the completed form by mail. You must use your unique Class Member ID and PIN (above) when submitting your claim form.

Your Other Options: If you file a claim form, object to the Settlement and/or Attorneys' Fees and Expenses, or do nothing, you are choosing to stay in the Settlement Class. You will be legally bound by all orders of the Court and you will not be able to start, continue, or be part of any other lawsuit against TMX or Released Parties about the Data Breach. If you don't want to be legally bound by the Settlement or receive any benefits from it, you must exclude yourself by **Month XX, 2025**. If you don't exclude yourself, you may object to the Settlement and/or Attorneys' Fees and Expenses by **Month XX, 2025**. The Court has scheduled a hearing in this case for **Month XX, 2025**, to consider whether to approve the Settlement, Attorneys' Fees and Expenses, as well as to consider any objections. This date may be changed without notice. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

SOUTHERN DISTRICT OF GEORGIA

Savannah Kolstedt et al. v. TMX Finance Corporate Services, Inc. et al.,

Case No. 4:23-cv-00076-RSB-CLR

If your personal information was accessed, stolen, impacted, or compromised as a result of a data breach announced by TMX Finance Corporate Services, Inc. and TMX Finance LLC, you are eligible for benefits from a class action settlement.

A federal court authorized the Settlement Administrator to send this Notice. This is not a solicitation from a lawyer.

A settlement has been proposed (the “Settlement” or “Settlement Agreement”) with TMX Finance Corporate Services, Inc. and TMX Finance LLC (collectively, “TMX”) in a class action lawsuit about a data security incident impacting TMX (the “Data Breach”). This notice summarizes the Settlement. If you are a Settlement Class Member, there are benefits available to you from the Settlement. The Settlement includes all individuals residing in the United States whose personal information was accessed, stolen, impacted, or compromised as a result of the Data Breach as identified in the Class List. **The easiest way to submit a claim under the Settlement is online at [[XXXX.com]].**

The Settlement provides monetary benefits to people who submit valid claims for undocumented losses and harms and documented out-of-pocket losses, and debt reduction benefits for those who do not submit monetary claims. More specifically, the settlement relief includes:

- **Reimbursement for Undocumented Losses or Harms.** You may submit a claim to receive \$35 (thirty-five dollars) for losses or harm that you attest are fairly traceable to the Data Breach, including for time spent responding to issues related to the Data Breach, loss of your personal information, emotional distress, and/or any other alleged losses or harm related to the Data Breach. No documentation of such losses or harm is required to claim this benefit.
- **Reimbursement for Documented Out-of-Pocket Losses.** If you have documentation showing that you spent money, incurred losses, or lost time as a result of the Data Breach, you may submit claims for up to \$500 (five hundred dollars) for a documented monetary loss that is fairly traceable to the Data Breach and that has not already been reimbursed, including, but not limited to: (i) out-of-pocket costs, expenses, losses, or other charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your Personal Information; (ii) out-of-pocket costs incurred after the Data Breach was disclosed associated with changing accounts or engaging in other mitigative conduct, including but not limited to notary, fax, postage, copying, mileage, and long-distance telephone charges; (iii) out-of-pocket professional fees incurred to address the Data Breach; and (iv) out-of-pocket purchases of credit monitoring or other mitigative services after the Data Breach was disclosed, through the date of your Claim submission.

Note that you may submit a claim for both Undocumented Losses or Harm and Documented Out-of-Pocket Losses.

- **Debt Reduction For Settlement Class Members Who Do Not Submit An Approved Claim.** If you elect to do nothing, or if you submit a claim for monetary benefits that is not approved by the Settlement Administrator, you will automatically receive a one-time credit of \$20 applied to any outstanding balance owed by you as reflected in your account with TMX Finance LLC subsidiaries. If you owe less than \$20, your account will be reduced to \$0.00. No cash payment will be made in connection with this benefit.

Questions? Visit [[WEBSITE]] or Call 1-XXX-XXX-XXXX

ALL CASH BENEFITS (AND THE AMOUNT PAID TO SETTLEMENT CLASS MEMBERS UNDER THIS SETTLEMENT) MAY BE LOWER DEPENDING ON THE TOTAL AMOUNT OF APPROVED CLAIMS.

Your legal rights are affected even if you do nothing. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
File a claim for Settlement Benefits	<p>You must submit a claim form in order to receive compensation for undocumented losses or harms or documented out-of-pocket losses. Your claim form must include your Unique Class Member ID and PIN found on the postcard notice sent to you or available from the Settlement Administrator.</p> <p>For more detailed information, see Question 7.</p>	90 days from date of Notice
Exclude yourself from the Settlement	<p>You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt-out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to separately sue TMX (or any other Released Parties) for claims related to the Data Breach. If you opt-out, you may not make a claim for benefits under the Settlement and will not receive any benefits under the Settlement.</p> <p>For more detailed information, see Question 13.</p>	60 days from date of Notice
Object to or comment on the Settlement	<p>You may object to the Settlement by writing to explain to the Court why you don’t think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement and give up your right to sue TMX (or any other Released Parties) for claims related to the Data Breach, as described in the Settlement Agreement available on the Settlement website [[XXX.com]].</p> <p>For more detailed information, see Question 14.</p>	60 days from date of Notice
Do Nothing	<p>If you do nothing, you will not be entitled to receive monetary benefits for undocumented losses or harms or for documented out-of-pocket losses. You will, however, automatically receive a one-time credit of \$20 applied to an outstanding balance owed by you as reflected in your account with TMX Finance LLC subsidiaries. If you owe less than \$20, your account will be reduced to \$0.00. If the Settlement becomes final, you will also give up your rights to sue TMX (or any other Released Parties) for claims relating to the Data Breach or to continue to pursue any such claims you have already filed.</p>	

These rights and options – **and how and when you need to exercise them** – are explained in this notice.

The Court that is presiding over this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

Questions? Visit [[WEBSITE]] or Call 1-XXX-XXX-XXXX

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Questions? Visit [\[\[WEBSITE\]\]](#) or Call 1-XXX-XXX-XXXX

BASIC INFORMATION

1. What is this notice, and why did I get it?

A Court authorized this notice to inform you how you may be affected by this proposed Settlement. This notice describes the lawsuit, the general terms of the proposed Settlement, and what it may mean to you. This notice also explains how to participate in, or exclude yourself from, the Settlement.

For information on how to determine if you are a Settlement Class Member, and therefore eligible for benefits under this Settlement, see Question 5.

2. What is this lawsuit about?

On February 13, 2023, TMX detected suspicious activity on its systems and promptly took steps to investigate the incident. As part of that investigation, global forensic cybersecurity experts were retained. Based on the investigation, the earliest known breach of TMX's systems started in early December 2022, and information may have been acquired between February 3, 2023 through February 14, 2023. TMX promptly reported and provided notice of the data security incident (i.e., the Data Breach).

The lawsuit claims that TMX is responsible for the Data Breach. Plaintiffs allege, among other things, that TMX failed to take reasonable steps to safeguard and protect certain data, including Personal Information. Plaintiffs assert a variety of common law and statutory claims, including claims for negligence, negligence per se, unjust enrichment, breach of bailment, invasion of privacy/intrusion upon seclusion, declaratory and injunctive relief, and for alleged violations of certain consumer protection statutes. Plaintiffs seek to recover actual damages, statutory damages, punitive damages, and attorneys' fees, in addition to equitable relief. Plaintiffs purport to bring these claims on behalf of a nationwide class and various state-specific subclasses of individuals whose Personal Information was purportedly compromised by the Data Breach. TMX denies all material allegations in the Consolidated Complaint and specifically denies that it failed to properly protect any data or Personal Information, had inadequate data security, was unjustly enriched, breached any duty or implied contract, or violated any state consumer protection statutes or other laws.

No court or other judicial entity has made any judgment or other determination of any wrongdoing by TMX. The Settlement was reached before the Court ruled on TMX's motion challenging Plaintiffs' Consolidated Complaint and TMX's motion to compel arbitration, and before the Parties engaged in formal discovery (including the production of documents and presentation of witnesses for deposition). If litigation had continued, each party would have offered expert witnesses to testify as to whether TMX's cybersecurity program was reasonable and whether Plaintiffs could prove damages on a class-wide basis. TMX would also likely move for summary judgment, arguing that the undisputed evidence proves that Plaintiffs' claims would fail. Motion practice and discovery would create significant uncertainty as to whether Plaintiffs would be able to continue to assert claims on behalf of the proposed classes and whether Plaintiffs or TMX would ultimately prevail in the litigation.

3. Why is this a class action?

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. All of these people together are the "class" or "class members." Because this is a class action settlement, even persons who did not file their own lawsuit can obtain benefits provided under the Settlement, except for those individuals who exclude themselves from the Settlement class by the deadline.

4. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or TMX. Instead, both sides agreed to a settlement after a lengthy mediation process overseen by a neutral mediator. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the settlement class. The Settlement Class Representatives appointed to represent the class and the attorneys for the settlement class ("Class Counsel," see Question 11) believe that the Settlement is in the best interests of the Settlement Class Members.

WHO IS PART OF THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if your personal information was accessed, stolen, impacted, or compromised as a result of the Data Breach as identified in the Class List. If you are not sure whether you are included in the Settlement, you may call 1-XXX-XXX-XXXX or [email address] with questions.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

The Settlement provides:

- Compensation for undocumented losses and harms;
- Compensation for documented, unreimbursed, out-of-pocket losses;
- Debt reduction for Settlement Class Members and Settlement Class Representatives;
- Payment of costs of notifying Settlement Class Members and administering the Settlement;
- Payment of Attorneys' Fees and Expenses, as approved by the Court (Question 12); and
- Injunctive relief, including a number of security commitments by TMX designed to prevent attacks similar to the Data Breach from occurring in the future.

Settlement Benefit: Undocumented Losses or Harms. Settlement Class Members may submit a claim to receive \$35.00 (thirty-five dollars) for losses or harm that they attest is fairly traceable to the Data Breach, including for time spent responding to issues related to the Data Breach, loss of your personal information, emotional distress, and/or any other alleged losses or harms related to the Data Breach. No documentation of such losses or harm is required to claim this benefit. This is a claims-made benefit subject to an aggregate cap of \$4,500,000.00 (four million five hundred thousand dollars). If the aggregate total of claims for undocumented losses or harms exceeds \$4,500,000.00 (four million five hundred thousand dollars), there will be a pro-rata reduction such that the total amount paid by TMX does not exceed \$4,500,000.00 (four million five hundred thousand dollars). In no event will TMX be required to pay more than \$4,500,000.00 for Undocumented Losses or Harms.

Settlement Benefit: Documented Out-of-Pocket Losses. Settlement Class Members may submit claims for up to \$500.00 (five hundred dollars) for documented monetary loss that is fairly traceable to the Data Breach and that has not already been reimbursed, including, but not limited to: (i) out-of-pocket costs, expenses, losses, or other charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Personal Information; (ii) out-of-pocket costs incurred after the Data Breach was disclosed associated with changing accounts or engaging in other mitigative conduct, including but not limited to notary, fax, postage, copying, mileage, and long-distance telephone charges; (iii) out-of-pocket professional fees incurred to address the Data Breach; and (iv) out-of-pocket purchases of credit monitoring or other mitigative services after the Data Breach was disclosed, through the date of the Settlement Class Member's Claim submission. This is a claims-made benefit subject to an aggregate cap of \$2,000,000.00 (two million dollars). If the aggregate total of claims for documented out-of-pocket losses exceeds \$2,000,000.00 (two million dollars), there will be a pro-rata reduction such that the total amount paid by TMX is \$2,000,000.00 (two million dollars). In no event will TMX be required to pay more than \$2,000,000.00 for Documented Out-of-Pocket Losses.

Note that you may submit a claim for both Undocumented Losses or Harm and Documented Out-of-Pocket Losses.

Settlement Benefit: Debt Reduction For Settlement Class Members Who Do Not Submit An Approved Claim.

All Settlement Class Members who do nothing or submit a claim for monetary benefits (i.e., a claim for Undocumented Losses or Harms and/or Documented Out-of-Pocket Losses) that is not approved by the Settlement Administrator, will automatically receive a one-time credit of \$20 applied to an outstanding balance owed by them as reflected in the Settlement Class Member's account with TMX Finance LLC subsidiaries. If a Settlement Class Member owes less than \$20, the Settlement Class Member's account will be reduced to \$0.00. No cash payment will be made in connection with this benefit.

Settlement Class Representatives Debt Reduction. In exchange for the Settlement Class Representatives' general release and mutual covenant not to sue provided in the Settlement, all Settlement Class Representatives to the extent they have an outstanding balance owed as reflected in the Settlement Class Members' accounts with TMX Finance LLC's subsidiaries, will have their debt as of the Effective Date reduced to \$0.00. For the avoidance of doubt, no cash payment will be made in connection with this benefit. The aggregate total of such debt reduction for all Settlement Class Representatives shall be limited to \$200,000.00 (two hundred thousand dollars).

* * *

The Settlement Administrator will decide if your claim for Undocumented Losses or Harms or Documented Out-of-Pocket Losses is valid. Only valid claims will be paid. The deadline to file a claim for Undocumented Losses or Harms or Documented Out-of-Pocket Losses is **[CLAIMS DEADLINE]**. **The amount of your claim may be reduced depending on the total amount of claims.**

HOW DO YOU RECEIVE A BENEFIT?

7. How do I file a claim for Undocumented Losses or Harms or Out-of-Pocket Losses?

To file a claim for Undocumented Losses or Harms or Documented Out-of-Pocket Losses, you will need to file a claim form with your Unique Class Member ID and PIN, which can be found on the post-card notice or email you received or by contacting the Settlement Administrator.

The easiest way to submit a claim form is online, by filling out the form at **[WEBSITE].** You can also download a paper claim form and return a completed claim form by mail addressed to:

TMX Data Settlement
c/o Settlement Administrator
PO Box 25043
Santa Ana, CA 92799

You can also call the Settlement Administrator at **[1-xxx-xxx-xxxx]** and request that a claim form be mailed to you.

The deadline to file a claim is **[CLAIMS DEADLINE]** (this is the last day to file online and the postmark deadline for mailed claims).

8. How will claims be decided?

The Settlement Administrator will decide whether the information provided on each Claim Form is complete and valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner the claim will be considered invalid and will not be paid.

Approved Claims are those submitted in a timely manner and found to be valid by and in an amount approved by the Settlement Administrator.

TMX's payments and benefits under the Settlement are subject to the aggregate caps and pro-rata reductions discussed in Question 6.

9. When will I get my payment?

The Court will hold a hearing on **[FINAL APPROVAL DATE]** to decide whether to approve the Settlement Agreement. This hearing date and time may be moved without notice to the class. If the Court approves the Settlement Agreement, there may still be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

10. What am I giving up as part of the Settlement?

If you make a claim under the Settlement, or if you do nothing, you will be releasing all of your claims relating to the Data Breach against TMX and any Released Parties when the Settlement becomes final. By releasing your claims, you are giving up the right to file, or to continue to pursue, separate legal claims against or seek further compensation from TMX or any Released Parties for any harm related to the Data Breach or the claims alleged in the lawsuits—whether or not you are currently aware of those claims.

Unless you exclude yourself from the Settlement (*see* Question 13), all of the decisions by the Court will bind you. That means you will be bound to the terms of the Settlement and accompanying Court orders, and cannot bring a lawsuit or be part of another lawsuit against TMX or any Released Parties regarding the Data Breach.

Paragraphs 2.32, 2.33, and 2.45 of the Settlement Agreement defines the claims and parties that will be released by Settlement Class Members who do not exclude themselves from the Settlement. You can access the Settlement Agreement and read the specific details of the claims being released at [\[\[WEBSITE\]\]](#).

If you have any questions, you can contact the Settlement Administrator (*see* Question 15).

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

Yes. The Court appointed MaryBeth V. Gibson of Gibson Consumer Law Group, LLC, Kelly K. Iverson of Lynch Carpenter, LLP, and Amy Keller of DiCello Levitt LLP as Class Counsel. You will not be charged by these lawyers for their work on this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

Settlement Class Counsel can be reached at:

MaryBeth V. Gibson GIBSON CONSUMER LAW GROUP, LLC 4279 Roswell Road Suite 208-108 Atlanta, GA 30342	Kelly Iverson LYNCH CARPENTER, LLP 1133 Penn Avenue 5 th Floor Pittsburgh, Pennsylvania 15222	Amy Keller DICELLO LEVITT LLP Ten North Dearborn Street Sixth Floor Chicago, Illinois 60602
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12. How will the lawyers be paid?

Class Counsel has undertaken this case on a contingency-fee basis, meaning they have paid for all of the expenses in the case and have not been paid any money in relation to their work on this case. Accordingly, Class Counsel will ask the Court to award them Attorneys' Fees and Expenses. The Court will decide the amount of Attorneys' Fees and Expenses to be paid. You will not have to separately pay any portion of these fees and expenses yourself. Class Counsel's request for Attorneys' Fees and Expenses (which must be approved by the Court) will be filed by [DATE] and will be available to view on the Settlement website at [[WEBSITE]]. Class Counsel agrees not to seek, will not accept, and shall not be awarded, more than \$5,750,000.00 (five million seven hundred fifty thousand dollars) in combined Attorneys' Fees and Expenses. Any payment of Attorneys' Fees and Expenses will be made separately and in addition to any payments made to the Settlement Class and will not reduce the total amount of benefits available to the Settlement Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT**13. How do I exclude myself from the Settlement?**

If you are a member of the Settlement Class, you may exclude yourself from the Settlement (also known as "opting out"). If you exclude yourself, you will lose any right to participate in the Settlement, including any right to receive the benefits outlined in this notice.

If you decide to opt out, you may keep any rights you have, if any, against TMX, and you may file your own lawsuit against TMX based upon the same legal claims that are asserted in this lawsuits, but you will need to find your own attorney at your own cost to represent you in that lawsuit or represent yourself. If you are considering this option, you may want to consult an attorney to determine your options.

IMPORTANT: You will be bound by the terms of the Settlement Agreement unless you submit a timely and signed written request to be excluded from the Settlement that includes the information identified below. To exclude yourself from the Settlement you must submit a "request for exclusion," postmarked no later than [DATE], to the following address:

TMX Data Settlement
c/o Settlement Administrator
PO Box 25043
Santa Ana, CA 92799

The statement must contain the following information:

- (i) Identify the case name and number of the Action ("*Savannah Kolstedt et al. v. TMX Finance Corporate Services, Inc. et al., Case No. 4:23-cv-00076-RSB-CLR*");
- (ii) Identify the name and address of the individual seeking exclusion from the Settlement;
- (iii) Be personally signed by the individual seeking exclusion;
- (iv) Include a statement clearly indicating the individual's intent to be excluded from the Settlement; and
- (v) Request exclusion only for that one individual whose personal signature appears on the request.

Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator. Any purported mass or class opt-outs are not permitted.

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I like or do not like the Settlement Agreement?

You can ask the Court to deny approval of the Settlement by submitting an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval of the Settlement, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

Any objection to the proposed Settlement must be in writing and mailed to the Settlement Administrator. If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must include:

- (i) The case name and number of the Action ("*Savannah Kolstedt et al. v. TMX Finance Corporate Services, Inc. et al., Case No. 4:23-cv-00076-RSB-CLR*");
- (ii) The name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
- (iii) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (iv) A statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the three years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;
- (v) Information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Breach, or a statement explaining why the objector believes he or she is a Settlement Class Member);
- (vi) A statement of the specific grounds for the objection; and
- (vii) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

To be considered by the Court, your written objection must be sent via first-class, postage-prepaid United States mail and postmarked no later than **[DATE]**, to the following address:

TMX Data Settlement
c/o Settlement Administrator
PO Box 25043
Santa Ana, CA 92799

If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the Settlement.

You will still be eligible to receive Settlement benefits if the Settlement becomes final even if you object to the Settlement.

The Court has scheduled a Final Approval Hearing to listen to and consider any concerns or objections from Settlement Class Members regarding the fairness, adequacy, and reasonableness of the terms of the Settlement Agreement. That hearing is currently scheduled to take place on **[DATE and TIME]** before the Honorable R. Stan Baker, at the United States District Court for the Southern District of Georgia located in **[ADDRESS]**. This hearing date and time may be moved without notice to the class. Please refer to the Settlement website **[WEBSITE]** for notice of any changes.

GETTING MORE INFORMATION

15. How do I get more information?

If you have questions about this notice or the Settlement, you may go to the Settlement website at **[WEBSITE]** or call the Settlement Administrator at **[PHONE]**. You can also contact the Settlement Administrator at **[EMAIL]** or by mailing a letter to TMX Data Breach Class Action Settlement Administrator, **[INSERT ADDRESS]**, for more information or to request that a copy of this document be sent to you in the mail. You may also seek advice and guidance from your own private lawyer at your own expense if you wish to do so.

This notice is only a summary of the lawsuit and the Settlement. Other related documents can be accessed through the Settlement website. If you have questions about the proposed Settlement or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact the Settlement Administrator. The Court cannot respond to any questions regarding this notice, the lawsuit, or the proposed Settlement.

Please do not contact the Court, its Clerks, or TMX.

EXHIBIT C

CLAIM FORM FOR TMX DATA BREACH BENEFITS

Savannah Kolstedt et al. v. TMX Finance Corporate Services, Inc. et al.,
4:23-cv-00076-RSB-CLR (S.D. Ga.)

PLEASE COMPLETE THIS FORM ONLINE NO LATER THAN **[DUE DATE]**
AT **[www._____].com]** OR FILE BY MAIL POSTMARKED BY **[due date]**.

*You **must** use this form to make a claim to receive payments for undocumented losses or harm as well as documented out-of-pocket losses related to the Data Breach.*

Questions? Call 1-xxx-xxx-xxxx or visit the Settlement Website, [www._____.com]

CLASS MEMBER INFORMATION

Full Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Telephone Number: _____

Email Address: _____

(If provided, we will also communicate with you about your claim primarily by email.)

Unique Claim Form Identifier: _____

Failure to add your Unique Claim Form Identifier may result in denial of your claim. If you received a notice of this Settlement by U.S. mail, your Unique Claim Form Identifier is on the envelope/postcard, and if you received notice via email, your Unique Claim Form Identifier is in the email. If you misplaced your notice, please contact the claim administrator at Call 1-xxx-xxx-xxxx or [email address].

SETTLEMENT OVERVIEW

Reimbursement for Undocumented Losses or Harm. You may submit a claim to receive \$35 (thirty-five dollars) for losses or harm that you attest are related to the Data Breach, including for time spent responding to the Data Breach, loss of your personal information, emotional distress, and/or any other alleged losses or harm related to the Data Breach. No documentation of such losses or harm is required to claim this benefit.

Reimbursement for Documented Out-of-Pocket Losses. If you have documentation showing that you spent money, incurred losses, or lost time as a result of the Data Breach, you may submit claims for up to \$500 (five hundred dollars) for a documented monetary loss that is fairly traceable to the Data Breach and that

has not already been reimbursed, including, but not limited to: (i) out-of-pocket costs, expenses, losses, or other charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your Personal Information; (ii) out-of-pocket costs incurred after the Data Breach was disclosed associated with changing accounts or engaging in other mitigative conduct, including but not limited to notary, fax, postage, copying, mileage, and long-distance telephone charges; (iii) out-of-pocket professional fees incurred to address the Data Breach; and (iv) out-of-pocket purchases of credit monitoring or other mitigative services after the Data Breach was disclosed, through the date of your Claim submission.

Note that you may submit a claim for both Undocumented Losses or Harm and Documented Out-of-Pocket Losses.

Debt Reduction For Settlement Class Members Who Do Not Submit An Approved Claim. If you do not submit an Approved Claim, you will automatically receive a one-time credit of \$20 applied to an outstanding balance owed by you as reflected in your account with TMX Finance LLC subsidiaries. If you owe less than \$20, your account will be reduced to \$0.00. No cash payment will be made in connection with this benefit.

BENEFITS (AND THE AMOUNT PAID TO SETTLEMENT CLASS MEMBERS UNDER THIS SETTLEMENT) FOR UNDOCUMENTED LOSSES OR HARMS AND DOCUMENTED OUT-OF-POCKET LOSSES MAY BE LOWER DEPENDING ON THE TOTAL AMOUNT OF APPROVED CLAIMS.

Failure to provide all required information may result in your claim being rejected by the Settlement Administrator.

CLAIM FOR SETTLEMENT BENEFITS

1. CLAIM FOR PAYMENT FOR UNDOCUMENTED LOSSES OR HARM

To claim a cash payment of \$35 for undocumented losses or harm, you must read the following attestation and sign below to confirm your agreement with the attestation.

I certify that I am a Settlement Class Member and am eligible to make a claim in this Settlement. I reasonably believe that I have suffered harm or losses related to the Data Breach, which may include but are not limited to the following: time spent responding to the Data Breach, harms related to the loss of my personal information, emotional distress, and/or any other alleged losses or harm related to the Data Breach.

I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require additional information from me to confirm my membership in the Class, to confirm my contact information, or related to completion of this Claim Form. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced, depending on the number of claims received, the type of claim, and the determinations of the Settlement Administrator. I also understand that, if I submit a claim for undocumented losses or harm that is approved by the Settlement Administrator, I will **not** be eligible to receive the \$20 debt reduction described in Number 3, below.

Signature: _____ Date: _____

2. CLAIM FOR PAYMENT FOR DOCUMENTED OUT-OF-POCKET EXPENSES

In order to claim reimbursement for documented out-of-pocket losses of up to \$500, you must (1) complete the chart, below; (2) provide Documentation supporting the loss(es); and (3) affirm that it is your belief that the claimed losses are as a result of the Data Breach.

Documentation: Enclose or upload reasonable documentary proof supporting that you spent money, incurred losses, or lost time as a result of the Data Breach, including, but not limited to: (i) out-of-pocket costs, expenses, losses, or other charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your Personal Information; (ii) out-of-pocket costs incurred after the Data Breach was disclosed associated with changing accounts or engaging in other mitigative

conduct, including but not limited to notary, fax, postage, copying, mileage, and long-distance telephone charges; (iii) out-of-pocket professional fees incurred to address the Data Breach; and (iv) out-of-pocket purchases of credit monitoring or other mitigative services after the Data Breach was disclosed, through the date of your claim submission.

Please Note: If you are submitting a paper claim form and require additional space for the Descriptions, you may attach additional pages with the additional description(s) to the Claim Form.

THIS CHART MUST BE COMPLETED IF YOU ARE SEEKING DOCUMENTED OUT-OF-POCKET LOSSES. FAILURE TO COMPLETE THE CHART MAY RESULT IN YOUR CLAIM BEING DENIED.			
Loss Type (Check all that apply)	Date of Loss	Amount of Loss	Description of Supporting Documentation (Identify what you are attaching and why)
<input type="checkbox"/> Bank fees incurred as a result the Data Breach			<p><i>Example: Account statement with fees incurred as a result of the Data Breach highlighted.</i></p> <p><i>The description of the fees in the documentation must be specific enough to enable the settlement administrator to determine why the fees were incurred and you must explain why the fees were incurred as a result of the Data Breach.</i></p> <p>[FOR ANY PAPER CLAIM FORMS, SETTLEMENT ADMINISTRATOR TO ENSURE REASONABLY SUFFICIENT SPACE FOR ALL DESCRIPTION CELLS IS PROVIDED]</p>

THIS CHART MUST BE COMPLETED IF YOU ARE SEEKING DOCUMENTED OUT-OF-POCKET LOSSES. FAILURE TO COMPLETE THE CHART MAY RESULT IN YOUR CLAIM BEING DENIED.			
Loss Type (Check all that apply)	Date of Loss	Amount of Loss	Description of Supporting Documentation (Identify what you are attaching and why)
<input type="checkbox"/> Costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency			<i>Example: Receipts or account statements reflecting costs incurred freezing/unfreezing credit reports with any credit-reporting agency.</i>
<input type="checkbox"/> Long distance phone charges incurred as a result of the Data Breach			<i>Example: Phone bills with long distance telephone calls made as a result of the Data Breach, and corresponding charges, highlighted, along with an explanation of what the calls were for and why they were incurred as a result of the Data Breach.</i> <i>You must explain who the calls were made to and why they were made as a result of the Data Breach. You must also provide sufficient documentation to demonstrate the amount you were charged for the specific calls that you made as a result of the Data Breach.</i>
<input type="checkbox"/> Cell phone charges (only if charged by the minute) incurred as a result of the Data Breach			<i>Example: Cell phone bill with calls made as a result of the Data Breach, and corresponding charges, highlighted, along with an explanation of what the calls were for and why they were incurred as a result of the Data Breach. You must explain who the calls were made to and why they were made as a result of the Data Breach. You must also provide sufficient documentation to demonstrate the amount you were charged for the specific calls that you made as a result of the Data Breach.</i>

<p align="center">THIS CHART MUST BE COMPLETED IF YOU ARE SEEKING DOCUMENTED OUT-OF-POCKET LOSSES.</p> <p align="center">FAILURE TO COMPLETE THE CHART MAY RESULT IN YOUR CLAIM BEING DENIED.</p>			
Loss Type (Check all that apply)	Date of Loss	Amount of Loss	Description of Supporting Documentation (Identify what you are attaching and why)
<input type="checkbox"/> Data charges (only if charged based on the amount of data used) incurred as a result of the Data Breach			<p><i>Example: Cell phone bill with data charges incurred as a result of the Data Breach, and corresponding charges, highlighted, along with an explanation of what the data charges are for and why they were incurred as a result of the Data Breach.</i></p> <p><i>You must explain what activities the data charges correspond to and why they were incurred as a result of the Data Breach. You must also provide sufficient documentation to demonstrate the amount you were charged for the specific activities that incurred data charges that you undertook as a result of the Data Breach.</i></p>
<input type="checkbox"/> Postage, notary, fax, or copying charges incurred as a result of the Data Breach			<p><i>Example: Receipts from the United States postal service or other shipping companies, along with an explanation of what you sent and why you sent it.</i></p> <p><i>You must explain what you sent to incur the charges, to whom you sent it, and why you sent it as a result of the Data Breach.</i></p>
<input type="checkbox"/> Gasoline charges for local travel incurred as a result of the Data Breach			<p><i>Example: Gasoline receipt for gasoline used driving to the police station to file a police report regarding the Data Breach.</i></p> <p><i>You are only entitled to claim reimbursement for the gasoline you used as a result of the Data Breach, which may be less than a full tank. You must describe where you drove, the distance you traveled, why the travel was connected to the Data Breach, and the portion of any gasoline receipt that you attribute to the trips that you made as a result of the Data Breach.</i></p>

THIS CHART MUST BE COMPLETED IF YOU ARE SEEKING DOCUMENTED OUT-OF-POCKET LOSSES. FAILURE TO COMPLETE THE CHART MAY RESULT IN YOUR CLAIM BEING DENIED.			
Loss Type (Check all that apply)	Date of Loss	Amount of Loss	Description of Supporting Documentation (Identify what you are attaching and why)
<input type="checkbox"/> Credit monitoring or other mitigative services			<i>Example: Receipts or account statements reflecting charges incurred to view a credit report.</i>
<input type="checkbox"/> Other unreimbursed out-of-pocket, costs, losses, and/or expenditures caused by the Data Breach (including, but not limited to, professional fees or unreimbursed costs, losses, or expenditures incurred as a result of identity theft or identity fraud, falsified tax returns, real estate title fraud, banking fraud or other possible misuse of your Personal Information)			<i>Example: Receipts documenting out-of-pocket losses not set forth above, and an explanation of why the loss was more likely than not caused by the Data Breach and a statement that you made reasonable efforts to avoid or seek reimbursement for the loss, including exhaustion of all available credit monitoring insurance and identity theft insurance. Other losses could include, solely by way of example, the costs associated with addressing a fraudulent tax return or unemployment claim made in your name.</i>

To claim Documented Out-of-Pocket Losses, you must sign the below attestation:

I certify that I am a Settlement Class Member and am eligible to make a claim in this Settlement. I reasonably believe that the out-of-pocket expenses I have claimed were incurred as a result of the Data Breach; and, the information and Documentation supplied in/with this Claim Form is true and correct to the best of my knowledge.

I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments are subject to the availability

of settlement funds and may be reduced, depending on the number of claims received, the type of claim, and the determinations of the Settlement Administrator. I also understand that, if I submit a claim for documented out-of-pocket losses that is approved by the Settlement Administrator, I will **not** be eligible to receive the \$20 debt reduction described in Number 3, below.

Signature: _____ Date: _____

3. IF YOU DO NOT SUBMIT A CLAIM FORM AND DO NOTHING.

If you elect to do nothing, or if you submit a claim for monetary benefits that is not approved by the Settlement Administrator, you will automatically receive a one-time credit of \$20 applied to any outstanding balance owed by you as reflected in your account with TMX Finance LLC subsidiaries. If you owe less than \$20, your account will be reduced to \$0.00. No cash payment will be made in connection with this benefit.

[For Online Claimants Only] PAYMENT METHOD

Please select **one** of the following payment options:

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____-____-____

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____-____-____ or Email Address: _____

☐ **Physical Check** - Payment will be mailed to the address provided above.

*Unless you select an alternative above, any payment will be made with a physical check.

Please submit your Claim Form and provide your supporting Documentation (if applicable) online at [wwwSettlementWebsite.com], or complete all applicable sections above, print, and mail this Claim Form and the required supporting Documentation (if applicable) to the address provided below, postmarked by [Month XX, XXXX].

TMX Data Settlement
c/o Settlement Administrator
PO Box 25043
Santa Ana, CA 92799

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION**

SAVANNAH KOLSTEDT <i>et al.</i>)	
)	
Plaintiffs,)	
v.)	Civil Action No. 4:23-cv-00076-RSB-CLR
)	
TMX FINANCE CORPORATE SERVICES, INC.;)	
TMX FINANCE LLC d/b/a "TitleMax" d/b/a)	
"TitleBucks" d/b/a "InstaLoan,")	
)	
Defendants.)	

**DECLARATION OF SETTLEMENT ADMINISTRATOR SIMPLURIS INC. IN
SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

I, Shelby Alvey, declare as follows:

1. Under penalties as provided by law pursuant to 28 U.S.C. § 1746, I certify that the statements set forth in this instrument are true and correct, except as to matters herein stated to be on information and belief, and as to such matters, I certify that I believe the same to be true.

2. I am a Project Manager at Simpluris, Inc. ("Simpluris"). Simpluris is a national full-service class action notice and Settlement Administrator located in Costa Mesa, California.

3. Simpluris has been executing notice plans and administering class action settlements since 2007. In that time, we have been appointed in over 9,000 cases and distributed over \$8 billion in funds. Our leadership team has over 100 years of combined industry experience that includes some of the largest class action administrations in the United States, including *In re: Equifax, Inc., Customer Data Security Breach*, Case No. 1:17-md-2800 (N.D. Ga.) and *In re: Premiera Blue Cross Customer Data Security Breach*, Case No. 3:15-md-2633 (D. Or.). Additional representative cases include *In re: Ambry Genetics Data Breach Litigation*, Case No.

8:20-cv-00791 (C.D. Cal.); *Orellana v. Planned Parenthood of Los Angeles*, Case No. 21STCV44106, Cal. Sup. Ct. (Los Angeles); *Cordova et al v. United Education Institute et al*, Case No. 37-2012-00083573, Cal. Sup. Ct. (San Diego); *Shuts v. Covenant Holdco, LLC*, Case No. RG10551807, Cal. Sup. Ct. (Alameda); *Hamilton et al v. Suburban Propane Gas Corp.*, Case No. BC433779, Cal. Sup. Ct. (Los Angeles); *Upadhyay et al v. Prometheus Real Estate Group*, Case No. 1-08-CV-118002, Cal. Sup. Ct. (Santa Clara); *Starke v. Stanley Black & Decker Inc.*, Case No. C-03-CV-21-001091, Md. Cir. Ct. (Baltimore); and *Hale v. Manna Pro Products LLC*, Case No. 2:18-cv-00209 (E.D. Cal.).

OVERVIEW

4. Simpluris has been selected by counsel in the captioned matter to serve as the class action Settlement Administrator in this case. If approved by the Court and in accordance with the Settlement Agreement, Simpluris will be charged with, among other responsibilities:

(a) Disseminating notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. Sec. 1711, et seq. (“CAFA”), to be served upon the appropriate State official in each State where a Class Member resides and the appropriate federal official;

(b) Establishing and maintaining an Interactive Voice Response (“IVR”) settlement toll-free telephone number that will be available 24 hours a day and offer answers to frequently asked questions (“FAQs”);

(c) Developing and maintaining an interactive settlement website that will host relevant settlement documents, as well as allow eligible Class Members to submit claims electronically and elect to receive their payments digitally or by check;

DECLARATION OF SETTLEMENT ADMINISTRATOR SIMPLURIS, INC.

- (d) Establishing and maintaining a settlement-specific email address and physical mailbox address;
- (e) Processing incoming claims, requests for exclusion, objections, and related class correspondence;
- (f) When a mailing address is available, sending a mailed notice of the Settlement to eligible Class Members;
- (g) When an email address is available, sending the initial notice via email, as well as a reminder email to Settlement Class Members who have yet to submit claims;
- (h) Establishing and maintaining a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund;
- (i) Calculating the amounts due to each Class Member pursuant to the Settlement;
- (j) Processing digital or check payments to Class Members who make valid claims;
- (k) Preparing and filing all applicable tax forms and tax returns with state and federal agencies; and
- (l) Reporting on the status of the claims and distribution as required by the parties and Court.

DIRECT NOTICE PROGRAM

5. The Notice Program is designed using best practices and techniques commonly used in similar cases and approved by both federal and state courts.

DECLARATION OF SETTLEMENT ADMINISTRATOR SIMPLURIS, INC.

6. Notice by U.S. Mail. Class members in the Class List with a postal mailing address will be sent notice by postcard sent through U.S. Mail. The postcard will have a summary of the Settlement, the URL to the Settlement Website, and a toll-free number that class members can use to obtain additional information.

7. Prior to mailing the Postcard Notice, Simpluris will update the mailing address information for Settlement Class Members via the USPS National Change of Address (“NCOA”) database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS. Additionally, all addresses will be processed through the USPS Coding Accuracy Support System (“CASS”) and Locatable Address Conversion System (“LACS”) to ensure deliverability.

8. Postcard Notices returned to Simpluris by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS, and the Settlement Class Member database will be updated accordingly.

9. Postcard Notices returned to Simpluris by the USPS without forwarding addresses will be skip traced, as described above, to locate updated postal addresses.

10. When a new address is identified through the skip trace process, the Settlement Class Member database will be updated with the new address information and a Postcard Notice will be re-mailed to that address.

11. Email Notice. Settlement Class Members with only an email address in the Class List will be sent notice via email. The emailed notice will contain the same information as the postcard notice, as well as a link to the Settlement Website, and a toll-free number that Settlement Class Members can use to obtain additional information.

12. Email Reminder Notice. After a reasonable amount of time after the Notice Date, Simpluris will send a reminder notice via email to Settlement Class Members who have not submitted a claim. The email reminder notice will be sent to the email address identified in the Class List or to otherwise to the email address identified by Simpluris through reverse lookup.

ADDITIONAL NOTICE

13. Settlement Website. Prior to disseminating the postcard notice and email notice, Simpluris will establish and maintain a case-specific website. The Settlement Website will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in PDF format and available for download, important documents as identified by the Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically.

14. Contact Center. A toll-free telephone number devoted to this case will be implemented and maintained to further apprise Settlement Class Members of the rights and options in the Settlement. The toll-free telephone number will be listed in the postcard notice, email notice, and the Settlement Website. The toll-free telephone number will utilize an interactive voice response (“IVR”) system to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. This toll-free telephone number will be accessible 24 hours a day, 7 days a week.

15. CAFA Notice. As required by 28 U.S. Code § 1715, Simpluris will provide notice of the Settlement Agreement to appropriate state and federal officials.

16. The Notice Program outlined above includes direct notice by email or mail to all individually ascertainable Settlement Class Members. Further, the Notice Program includes a dedicated Settlement Website, and a toll-free telephone number to provide additional opportunities for Settlement Class Members to obtain information about the Settlement and their rights and options.

17. In the Federal Judicial Center's *Judge's Class Action Notice and Claims Process Checklist and Plain Language Guide*, the Federal Judicial Center identifies 70% as a "high" percentage for notice reach. The direct notice in this case is expected to be over 80%, meeting and exceeding this threshold.

CLAIMS ADMINISTRATION

18. The primary way for Settlement Class Members to file a claim will be online. The online Claim Form will be designed to be easily accessible and viewed from all types of electronic devices, and will collect the information specified in the Settlement Agreement.

19. Settlement Class Members who would prefer to file a paper Claim Form will have the opportunity to download a printable copy of the form from the website, or to request that a Claim Form be mailed to them.

20. Simpluris will coordinate with counsel to implement processes and procedures for validating Settlement Class Member claims, both for online and paper submissions. Simpluris will provide counsel timely reports on the claims submitted.

21. Dispute resolution for claims will be conducted in accordance with the Settlement Agreement and in consultation with counsel. Simpluris will timely notify counsel of any disputed claims.

DECLARATION OF SETTLEMENT ADMINISTRATOR SIMPLURIS, INC.

22. Simpluris will immediately notify counsel if any requests for exclusion or objections are received.

AWARD DISBURSEMENT

23. Simpluris will establish and maintain a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund for this Settlement. Simpluris will ensure that all federal and state statutory and regulatory tax filing and reporting requirements are fully complied with and completed.

24. Once the Claims Deadline has passed, Simpluris will calculate individual award amounts based on the Settlement Agreement, and disburse award payments accordingly by the method selected by the Settlement Class Member.

25. When appropriate, tax documents will be mailed to class members who select payment by check, and emailed to Settlement Class Members who select a digital payment option.

26. Any mailed award payment checks that are returned as undeliverable will be skip traced, as described above, and remailed.

27. Once Administration and Notice Costs and individual award payments have been paid and the final check negotiation deadline has passed, any residual funds remaining in the QSF will be disposed of in accordance with the Settlement Agreement.

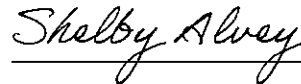
CONCLUSION

28. The notice plan described above is “the best notice that is practicable” as required by Fed. R. Civ. P. 23, and is in full compliance with due process, the notice guidelines published by the Federal Judicial Center, and all other applicable laws, regulations, and best practices.

29. Simpluris will administer the Settlement Agreement, including claims processing and award disbursement, as agreed to by the parties and approved by the Court, and in accordance with industry best practices and in full compliance with all applicable federal and state statutes and regulations.

I declare under penalty of perjury that the foregoing is true and correct.

Date: February 21, 2025

A handwritten signature in cursive script that reads "Shelby Alvey". The signature is written in black ink and is positioned above a horizontal line.

Shelby Alvey

EXHIBIT E

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION**

SAVANNAH KOLSTEDT <i>et al.</i>)	
)	
Plaintiffs,)	
v.)	Civil Action No. 4:23-cv-00076-RSB-CLR
)	
TMX FINANCE CORPORATE SERVICES, INC.;)	
TMX FINANCE LLC d/b/a "TitleMax" d/b/a)	
"TitleBucks" d/b/a "InstaLoan,")	
)	
Defendants.)	

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter is before the Court for consideration of whether the Settlement reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed plan for notifying the Settlement Class approved. Having reviewed the proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for preliminary approval, the proposed Settlement Class should be preliminarily certified, and the proposed notice plan approved.¹ Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

Provisional Certification of The Settlement Class

(1) The Court provisionally certifies the following Settlement Class:

All residents of the United States whose Personal Information was accessed, stolen, impacted, or compromised as a result of the Data Breach as identified in the Class List. Excluded from the Settlement Class are (i) TMX, any Entity in which TMX has a controlling interest, and TMX's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement.

presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.

This Settlement Class is provisionally certified for purposes of settlement only.

(2) The Court determines that for settlement purposes the proposed Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

(3) Makecia Berry, Shenequa Carrington, Antonio DeJesus, Tommy Domino, Patsy Eslinger, Evelyn Francis, Dewayne Jackson, Von King, Melvin Nicholas, Jodie Petty, LaPetra Robinson, Edwin Scheide, Joseph Trottier, and Francis Ann Washington are designated and appointed as the Settlement Class Representatives.

(4) The following lawyers, who were previously appointed by the Court as interim Co-lead Counsel, are designated as Class Counsel pursuant to Fed. R. Civ. P. 23(g): MaryBeth V. Gibson of Gibson Consumer Law Group, LLC; Kelly K. Iverson of Lynch Carpenter, LLP; and Amy Keller of DiCello Levitt LLP. The Court finds that these lawyers are experienced and will adequately protect the interests of the Settlement Class.

Preliminary Approval of the Proposed Settlement

(5) Upon preliminary review, the Court finds the proposed Settlement is fair, reasonable, and adequate, otherwise meets the criteria for approval, and warrants issuance of notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

Final Approval Hearing

(6) A Final Approval Hearing shall take place before the Court on _____, 2025, at ____ a.m./p.m. in the Third Floor Courtroom of the Savannah Annex Courthouse, 124 Barnard Street, Savannah, GA 31401, to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims against TMX in the Consolidated Complaint and Action should be dismissed with prejudice; (c) Settlement Class Members should be bound by the releases set forth in the Settlement; (d) the proposed Final Approval Order and Judgment should be entered; (e) the application of Class Counsel for an award of Attorneys' Fees and Expenses should be approved. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing.

(7) Class Counsel shall submit their application for payment of Attorneys' Fees and Expenses no later than fourteen (14) days before the Objection Deadline.

(8) Any Settlement Class Member that has not timely and properly excluded itself from the Settlement in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, that no Settlement Class Member that has elected to exclude itself from the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

Administration

(9) Simpluris is appointed as the Settlement Administrator, with responsibility for reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members, receiving and distributing any objections and exclusion requests, as set forth in this Order, and all other obligations of the Settlement Administrator as set forth in the Settlement. All Administration and Notice Costs incurred by the Settlement Administrator will be paid by TMX consistent with the Settlement.

Notice to the Class

(10) The Notice Plan, along with the Short Notice, Long Notice, and Claim Form attached to the Settlement as Exhibits A through D satisfy the requirements of Federal Rule of Civil Procedure 23 and due process and thus are approved. Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Plan and to perform all other tasks that the Settlement requires.

(11) The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Notice Plan, Short Notice, Long Notice, and Claim Form: (a) 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; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. 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.

Exclusions from the Class

(12) Any individual that wishes to be excluded from the Settlement must mail a written notification of such intent via United States mail to the designated address established by the Settlement Administrator, postmarked no later than 60 days after the Notice Date (the “Opt-Out Deadline”). The written notification must include the case name and number of this Action (*Savannah Kolstedt et al. v. TMX Finance Corporate Services, Inc. et al.*, Case No. 4:23-cv-00076-RSB-CLR (S.D. Ga.)); the full name and address of the individual seeking exclusion from the Settlement; be personally signed by the individual seeking exclusion; include a statement in the body of the document clearly indicating the individual’s intent to be excluded from the Settlement; and request exclusion only for that one individual whose personal signature appears on the request. Opt-out requests seeking exclusion on behalf of more than one individual shall be deemed invalid by the Settlement Administrator. Any purported mass or class opt-outs are not permitted. Any individual who does not submit a valid and timely request for exclusion in the manner described herein shall be bound by the Settlement, including all releases and covenants therein, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

(13) All individuals who submit valid and timely requests for exclusion from the Settlement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

(14) The Settlement Administrator shall provide the Parties with copies of all requests for exclusion promptly upon receipt, a weekly report which includes a summary of the number of requests for exclusion, and, within five (5) Business Days after the Opt-Out Deadline, a final list of all individuals that have timely and validly excluded themselves from the Settlement in

accordance with the terms of the Settlement and herein. Prior to the Final Approval Hearing, the Settlement Administrator shall also prepare and execute a declaration identifying each individual who timely and validly requested exclusion from the Settlement.

Objections to the Settlement

(15) A Settlement Class Member that complies with the requirements of this Order may object to the Settlement.

(16) No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is mailed to the Settlement Administrator on or before the Objection Deadline, which shall be 60 days after the Notice Date. For the objection to be considered by the Court, the written objection must include:

- (i) The case name and number of the Action (*Savannah Kolstedt et al. v. TMX Finance Corporate Services, Inc. et al.*, Case No. 4:23-cv-00076-RSB-CLR (S.D. Ga.));
- (ii) The name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
- (iii) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (iv) A statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the three years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;

- (v) Information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Breach, or a statement explaining why the objector believes he or she is a Settlement Class Member);
- (vi) A statement of the specific grounds for the objection; and
- (vii) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

(17) A written notice of objection must be sent via first class, postage-prepaid United States Mail and postmarked no later than the Objection Deadline to:

TMX Data Settlement
c/o Settlement Administrator
PO Box 25043
Santa Ana, CA 92799

(18) Within three (3) Business Days of receipt of any objection, the Settlement Administrator shall provide the Parties with a copy of the objection. Within three (3) Business Days of the Objection Deadline, Class Counsel shall file on the Court's electronic docket all objections received from the Settlement Administrator, if any (and shall promptly supplement with any additional objections that are subsequently received, if any).

(19) Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

Claims Process and Distribution Plan

(20) The Settlement establishes a process for assessing and determining the validity and value of claims and a methodology for paying Settlement Class Members that submit a timely, valid Claim Form. The Court preliminarily approves this process.

(21) Settlement Class Members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Settlement, including the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any monetary benefit under the Settlement that requires submission of a claim but fail to submit a claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form, shall be forever barred from receiving any such monetary benefit, but will in all other respects be subject to and bound by the provisions of the Settlement, including the releases included in the Settlement, and the Final Approval Order and Judgment. Settlement Class Members that do not submit an Approved Claim shall still be entitled to receive the Debt Reduction benefit contemplated in Section 5.2 of the Settlement Agreement.

Termination of the Settlement and Use of this Order

(22) This Order shall become null and void and shall be without prejudice to the rights of Plaintiffs and TMX, all of which shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

(23) If the Settlement is not finally approved or there is no Effective Date under the

terms of the Settlement, then this Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against TMX of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

Stay of Proceedings

(24) Except as necessary to effectuate this Order, the claims against TMX and any deadlines set by the Court as to the claims against TMX are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and Judgment, or until further order of this Court.

Continuance of Final Approval Hearing

(25) 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 website maintained by the Settlement Administrator.

Actions By Settlement Class Members

(26) The Court stays and enjoins, pending Final Approval of the Settlement, any actions, lawsuits, or other proceedings brought by Settlement Class Members against TMX related to the Data Breach.

Summary of Deadlines

(27) The Settlement, as preliminarily approved in this Order, shall be administered

according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include but are not limited to the following:

ACTION	DEADLINE
Notice Date	45 days after entry of this Preliminary Approval Order
Motion for Attorneys' Fees and Expenses	At least 14 days prior to Objection Deadline
Opt-Out Deadline	60 days after Notice Date (i.e., 105 days after entry of this Preliminary Approval Order)
Objection Deadline	60 days after Notice Date (i.e., 105 days after entry of this Preliminary Approval Order)
Claims Deadline	90 days after Notice Date (i.e., 135 days after entry of this Preliminary Approval Order)
Final Approval Brief and Response to Objections Due	At least 14 days prior to Final Approval Hearing
Final Approval Hearing	[No earlier than 90 days after Notice Date (i.e., 135 days after entry of this Preliminary Approval Order)]

IT IS SO ORDERED this ____ day of _____, 2025.

EXHIBIT F

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION**

SAVANNAH KOLSTEDT <i>et al.</i>)	
)	
Plaintiffs,)	
v.)	Civil Action No. 4:23-cv-00076-RSB-CLR
)	
TMX FINANCE CORPORATE SERVICES, INC.;)	
TMX FINANCE LLC d/b/a "TitleMax" d/b/a)	
"TitleBucks" d/b/a "InstaLoan,")	
)	
Defendants.)	

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

On _____[DATE], this Court entered an order granting preliminary approval (the "Preliminary Approval Order") (Doc. ____) of the Settlement between the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and TMX Finance Corporate Services, Inc. and TMX Finance LLC (collectively, "TMX"), as memorialized in Exhibit __ (Doc. __) to Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.¹

On _____[DATE], pursuant to the notice requirements set forth in the Settlement and in the Preliminary Approval Order, the Settlement Class was apprised of the nature and pendency of the Action, the terms of the Settlement, and their rights to request exclusion, object, and/or appear at the final approval hearing.

On _____[DATE], the Court held a final approval hearing to determine, inter alia: (1) whether the Settlement is fair, reasonable, and adequate; and (2) whether judgment should be entered dismissing all claims against TMX in the Consolidated Complaint with

¹ The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning as defined in the Settlement except as may otherwise be indicated.

prejudice. Prior to the final approval hearing, Class Counsel filed a declaration from the Settlement Administrator confirming that the Notice Plan was completed in accordance with the Parties' instructions and the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the final approval hearing in support of or in opposition to the proposed Settlement and/or the award of attorneys' fees, costs, and expenses.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for TMX, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate, and reasonable, having considered the application made by Class Counsel for attorneys' fees, costs, and expenses, and having reviewed the materials in support thereof, and good cause appearing:

IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including the Settlement Class. The Court also has personal jurisdiction over the Parties and the Settlement Class Members.
2. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive.
3. The Settlement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court

finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

4. This Court grants final approval of the Settlement of the claims against TMX, including but not limited to the releases in the Settlement and the plans for distribution of the settlement relief. The Court finds that the Settlement is in all respects fair, reasonable, and in the best interest of the Settlement Class. Therefore, all Settlement Class Members who have not opted out are bound by the Settlement and this Final Approval Order and Judgment.

5. The Settlement and every term and provision thereof—including, without limitation, the releases—are incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

6. The Parties shall effectuate the Settlement in accordance with its terms.

OBJECTIONS AND OPT-OUTS

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

8. All persons and entities who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including but not limited to by appeal, collateral attack, or otherwise.

9. A list of those individuals who have timely and validly elected to exclude themselves from the Settlement (i.e., opt out of the Settlement) in accordance with the requirements in the Settlement (the “Opt-Out Members”) has been submitted to the Court in the Declaration of _____, filed in advance of the Final Approval Hearing. That list is attached as Exhibit A to this Order. The persons and/or entities listed in Exhibit A are not bound by the Settlement or this Final Approval Order and Judgment and are not entitled to any of the

benefits under the Settlement. Opt-Out Members listed in Exhibit A shall be deemed not to be Releasing Parties.

CLASS CERTIFICATION

10. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies for settlement purposes only the following Settlement Class:

All residents of the United States whose Personal Information was accessed, stolen, impacted, or compromised as a result of the Data Breach as identified in the Class List. Excluded from the Settlement Class are (i) TMX, any Entity in which TMX has a controlling interest, and TMX's officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement.

11. The Court determines that for settlement purposes the Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

12. The Court grants final approval to the appointment of Makecia Berry, Shenequa Carrington, Antonio DeJesus, Tommy Domino, Patsy Eslinger, Evelyn Francis, Dewayne Jackson, Von King, Melvin Nicholas, Jodie Petty, LaPetra Robinson, Edwin Scheide, Joseph Trottier, and Francis Ann Washington, as the Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

13. The Court grants final approval to the appointment of MaryBeth V. Gibson of Gibson Consumer Law Group, LLC; Kelly K. Iverson of Lynch Carpenter, LLP; and Amy Keller of DiCello Levitt LLP as Class Counsel. The Court concludes that Class Counsel have adequately represented the Settlement Class and will continue to do so.

NOTICE TO THE SETTLEMENT CLASS

14. The Court finds that the Notice Plan, set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class Members of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement, their right to exclude themselves, their right to object to the Settlement and to appear at the final approval hearing, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable laws.

15. The Court finds that TMX has fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

AWARD OF ATTORNEYS' FEE AND EXPENSES

16. The Court has considered Class Counsel's Motion for Attorneys' Fees and Expenses.

17. The Court awards Class Counsel \$_____ as an award of attorneys' fees and \$_____ as an award of costs and expenses to be paid in accordance with the Settlement, and the Court finds this amount of fees, costs, and expenses to be fair and reasonable. This award of Attorneys' Fees and Expenses, and any interest earned thereon, shall be paid by TMX in accordance with the Settlement. This award of Attorneys' Fees and Expenses is

independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

OTHER PROVISIONS

18. The Parties to the Settlement shall carry out their respective obligations thereunder.

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

20. As of the Effective Date, all Releasing Parties, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever release and discharge any and all Released Claims against the Released Parties, except for claims relating to the enforcement of the Settlement.

21. In addition, each and every Settlement Class Representative whose debt is reduced to zero dollars (\$0) pursuant to Section 5.3 of this Settlement as of the Effective Date, on behalf of themselves, their heirs, assigns, beneficiaries, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, unconditionally, and forever releases and discharges any and all Settlement Class Representative Released Claims against the Released Parties, except for claims relating to the enforcement of the Settlement.

22. "Released Parties" means TMX Finance Corporate Services, Inc., TMX Finance LLC, and CCF Intermediate Holdings, LLC (collectively, the "TMX Entities"), and each of the TMX Entities' current and former parents, subsidiaries, divisions, and affiliated companies, whether indirect or direct, as well as these entities' respective predecessors, successors, assigns, directors, officers, employees, agents, vendors, insurers, reinsurers, shareholders, attorneys,

advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, service providers, creditors, lenders, and retailers.

23. “Releasing Parties” means the Settlement Class Representatives and all Settlement Class Members with the only exception that Opt-Out Members identified in Exhibit A hereto are not Releasing Parties.

24. “Released Claims” means any and all claims (including, without limitation, any and all common law, equitable, and statutory claims arising under the laws of any jurisdiction, including those arising under state and/or federal laws of the United States), defenses, demands, actions, causes of action, losses, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary sanctions or damages for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, penalties, interest, attorneys’ fees, costs, or expenses, whether known or unknown (including Unknown Claims (defined below)), suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to the Data Breach, any factual, legal, or other allegations in the Consolidated Complaint, and/or any theories of recovery that were, or could have been, raised at any point in the Action that in any way concern, arise out of, or relate to the Data Breach.

For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 *et seq.* and any similar statutes in effect in the United States or in any

states in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

25. "Unknown Claims" means any and all Released Claims that any Settlement Class Representative or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Settlement Class Representatives and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES
NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
FAVOR AT THE TIME OF EXECUTING THE RELEASE**

AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Settlement Class Representatives and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

26. This Final Approval Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered or received against TMX as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by TMX with respect to the truth of any fact alleged by any Settlement Class Representative or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action or in any litigation, arbitration, or other proceeding, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, arbitration, or other proceeding, or of any liability, negligence, fault, breach of duty, or wrongdoing of TMX; *provided, however*, that nothing in the foregoing, the Settlement, or this Final Approval Order and Judgment shall be interpreted to prohibit the use of the Settlement or this Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment (including all releases in the Settlement and Final Approval Order and Judgment), or to defend against the assertion of any Released Claims in any other litigation, arbitration, or other proceeding, or as otherwise required by law.

27. This Final Approval Order and Judgment and the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as or received in evidence as an admission, concession, or presumption against any

Settlement Class Representative or any Settlement Class Member that any of their claims are without merit, or that any defense asserted by TMX has any merit.

28. The Settlement (including without limitation the releases therein) shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who is not an Opt-Out Member or any other person subject to the provisions of this Final Approval Order and Judgment.

29. The Court hereby dismisses all claims against TMX in the Action, including in the Consolidated Complaint, on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

30. Consistent with Paragraph 4.4 of the Settlement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement shall be considered null and void; all of Settlement Class Representatives' and TMX's obligations under the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment shall cease to be of any force and effect, and Settlement Class Representatives and TMX shall return to the status quo ante in the Action as if the Parties had not entered into the Settlement. In such an event, Settlement Class Representatives and TMX shall be restored to their respective positions in the Action as if the Settlement Agreement had never been entered into (and without prejudice to any of Settlement Class Representatives' and TMX's respective positions on the issue of class certification or any other issue).

31. Pursuant to the All Writs Act, 28 U.S.C. § 1651, this Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

32. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain exclusive jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement for all purposes, including enforcement of its terms at the request of any party, and resolution of any disputes that may arise relating in any way to the implementation of the Settlement or the implementation of this Final Order and Judgment.

ENTERED:

DATED: _____, 2025

By: _____
Honorable R. Stan Baker, Chief Judge
UNITED STATES DISTRICT JUDGE
SOUTHERN DISTRICT OF GEORGIA