

**IN THE SUPERIOR COURT OF DEKALB COUNTY, GEORGIA**

SHELLIS MARTIN, BRYANT JACOBS,  
ALEXANDRA FINAN, BRITTANY ROLAX,  
and KWAJALYN SANDS as parent and next  
friend of K.S., individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

MONTLICK & ASSOCIATES, P.C.,

Defendant.

Case No. 24CV10274

**SETTLEMENT AGREEMENT**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

**I. Procedural History**

1. Defendant is a personal injury law firm headquartered in Atlanta, Georgia. In the course of operating its business and for the purpose of rendering its legal services, Defendant collects, maintains, and stores information pertaining to its current and former clients and employees.

2. On or about September 2, 2024, Defendant identified malicious activity on its network. In response, Defendant undertook an investigation which ultimately revealed that, between August 15-27, 2024, a cybercriminal accessed or acquired certain documents containing

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

personal information of some of its current and former clients and employees, including names, Social Security numbers, drivers' license numbers, medical treatment information, diagnosis information, and/or financial account information.

3. Defendant completed a comprehensive review of the accessed or acquired files to determine the information they contained and to whom the information belonged. Based on this review, Defendant mailed written notice on November 4, 2024, to all individuals whose Personal Information may have been compromised by the Data Incident.

4. As a result, on November 11, 2024, Plaintiff Shellis Martin filed the Action against Defendant in the Superior Court of Dekalb County, Georgia, asserting several causes of action related to its alleged liability for the Data Incident.

5. Subsequently, Defendant was named a defendant in additional putative class actions that were materially and substantively identical as the Action, as they had overlapping claims, sought to represent the same putative class members, and arose out of the same Data Incident.

6. Plaintiffs' counsel then agreed to work cooperatively with one another and litigate their claims collectively in Plaintiff Martin's first-filed action. To that end, the subsequent cases were dismissed and, on December 20, 2024, Plaintiffs filed their Amended Class Action Complaint in this Action alleging claims for negligence and negligence *per se*, breach of implied contract, unjust enrichment breach of bailment, invasion of privacy, and breach of confidentiality.

7. In February 2025, the Parties met and conferred and decided to conserve their resources for the benefit of the Settlement Class and began discussing early resolution.

8. In preparation for settlement discussions, the Plaintiffs consulted with their damage and liability experts, and propounded informal discovery requests on Defendant to which Defendant responded by providing information related to, among other things, the nature and cause

of the Data Incident, the number and geographic location of individuals affected by the Data Incident, and the specific type of information breached.

9. The Parties then began to discuss the terms of the Settlement. The negotiations were arms-length and took nearly three months. On June 23, 2025, the Parties finally reached an agreement on the material terms of the Settlement.

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

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

## **II. Definitions**

11. “**Action**” means the class action lawsuit entitled *Martin, et al. v. Montlick & Associates, P.C.*, Case No. 24CV10274 (Ga. Sup. Ct., Dekalb Cnty.).

12. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this settlement agreement between Plaintiffs and Defendant and all exhibits thereto.

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

14. “**Cash Payment**” means compensation paid to Settlement Class Members who submit Valid Claims for either Cash Payment A, B, C, or D.

15. “**Cash Payment A – Lost Time**” means the Settlement Class Member Benefit consisting of a cash payment of \$20.00 per hour for up to five hours for time spent resolving issues related to the Data Incident, that Settlement Class Members, who incurred documented losses, may elect pursuant to Section V herein and the requirements set forth therein.

16. “**Cash Payment B – Ordinary Expenses**” means the Settlement Class Member Benefit consisting of a cash payment of up to \$500.00 per person, related to ordinary expenses incurred as a result of the Data Incident, that Settlement Class Members who incurred documented expenses, may elect pursuant to Section V herein and the requirements set forth therein.

17. “**Cash Payment C – Extraordinary Expenses**” means the Settlement Class Member Benefit consisting of a cash payment of up to \$3,500.00 per person for documented

financial losses incurred because of the Data Incident, that Settlement Class Members may elect pursuant to Section V herein and the requirements set forth therein.

18. “**Cash Payment D - Alternative Cash**” means the Settlement Class Member Benefit consisting of a \$35.00 cash payment per person, that Settlement Class members may elect under Section V herein and the requirements set forth therein, as an alternative to and lieu of receiving any Cash Payment A, B, or C.

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

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

21. “**Claim Form Deadline**” shall be 90 days after the date of Notice to the Settlement Class and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Cash Payment or Credit Monitoring.

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

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

24. “**Class Counsel**” means Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, and Raina Borrelli of Strauss Borrelli PLLC

25. “**Class List**” means a list of Settlement Class members’ first and last names and last known addresses, to the extent known and available to Defendant and as reflected in

Defendant's records, that Defendant shall prepare and provide to the Settlement Administrator following Preliminary Approval.

26. **"Class Representatives"** means the Plaintiffs the Court approves to serve as representatives of the Settlement Class.

27. **"Complaint"** means the Amended Class Action Complaint filed by Plaintiffs on December 20, 2024, in the Action.

28. **"Court"** means the Superior Court of Dekalb County, Georgia, and the Judge(s) assigned to the Action.

29. **"Credit Monitoring"** means the two years of three credit bureau of credit monitoring, with up to \$1 million in fraud protection, that Settlement Class members may elect to receive pursuant to Section V herein.

30. **"Data Incident"** means the cybersecurity incident involving the Defendant that occurred in August 2024 and which resulted in the unauthorized access to or acquisition of Settlement Class Members' Personal Information and which is the subject of the Action.

31. **"Defendant"** means Montlick & Associates, P.C., the defendant in this Action

32. **"Defendant's Counsel"** means David A. Cole of Freeman Mathis & Gary, LLP.

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

34. **"Final Approval"** means the final approval of the Settlement, which occurs when

the Court enters the Final Approval Order.

35. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs and Service Awards.

36. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and Service Awards to the Class Representatives.

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

38. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court, subject to prior review and approval by Defendant’s Counsel, seeking Final Approval of the Settlement, including Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Awards.

39. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court, subject to prior review and approval by Defendant’s Counsel, seeking Preliminary Approval of the Settlement.

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

41. “**Notice Program**” means the methods provided for in this Agreement for giving

Notice to the Settlement Class and consists of the Postcard Notice and Long Form Notice.

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

43. “**Objection Deadline**” means 15 days before the initial scheduled Final Approval Hearing.

44. “**Opt-Out Deadline**” means 15 days before the initial scheduled Final Approval Hearing.

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

46. “**Plaintiffs**” means Shellis Martin, Bryant Jacobs, Alexandra Finan, Brittany Rolax, and Kwajalyn Sands as parent and next friend of K.S.

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

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

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

50. “**Personal Information**” means the information of Defendant’s current and former clients and employees potentially contained within the documents compromised in the Data Incident, including, but not limited to, names, Social Security numbers, drivers’ license numbers, medical treatment information, diagnosis information, and/or financial account information.



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

52. **“Released Claims”** means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory, or common law or any other law, rule, or regulation of any kind, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

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

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

55. **“Settlement Administrator”** means Simpluris, Inc.

56. **“Settlement Cap”** means Defendant’s maximum total financial obligation under

this Settlement, which shall not exceed \$1,300,000.00 in the aggregate. This Settlement Cap includes and encompasses all (i) Cash Payments to Settlement Class Members, (ii) costs of Credit Monitoring services to Settlement Class Members, (iii) Settlement Administration Costs, (iv) any Service Awards approved by the Court, and (v) any Attorneys' Fees and Costs awarded by the Court. Under no circumstances shall Defendant be required to pay more than the Settlement Cap in connection with this Settlement.

57. **"Service Awards"** means the awards that Class Counsel will request the Court approve for the Plaintiffs for serving as Class Representatives in an amount not to exceed \$2,500.00 to each named Plaintiff.

58. **"Settlement Administration Costs"** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

59. **"Settlement Class"** means all individuals whose Personal Information was compromised in the Data Incident and to whom Defendant sent individual notification that they were affected by the Data Incident. Excluded from the Settlement Class are (a) all persons who are owners, officers, or directors of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

60. **"Settlement Class Member"** means any member of the Settlement Class.

61. **"Settlement Class Member Benefit"** means the Cash Payments and Credit Monitoring that Settlement Class members may elect to Claim pursuant to Section V herein.

62. **"Settlement Website"** means the website the Settlement Administrator will establish as a means for the Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval,

Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least 90 days after Final Approval.

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

### **III. Certification of the Settlement Class**

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

#### IV. **Settlement Consideration**

65. The Defendant has agreed to pay Cash Payments and Credit Monitoring, all Settlement Administration Costs, any Court-approved attorneys' fees and costs up to \$375,000.00, and Service Awards for the Class Representatives of up to \$2,500.00 each. Notwithstanding the foregoing and any other provision of this Agreement, Defendant's total financial obligation under this Settlement shall not exceed the Settlement Cap. If the aggregate amount of approved Cash Payments to Settlement Class Members, when combined with the other amounts payable under this Agreement, would exceed the Settlement Cap, then the Cash Payments to Settlement Class Members shall be reduced on a pro rata basis so that the total amount paid by Defendant under this Settlement does not exceed the Settlement Cap.

66. Settlement Class Members must submit Valid Claims to the Settlement Administrator to receive Cash Payments or Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

67. ***Cash Payments*** - When submitting a Claim for a Cash Payment, Settlement Class Members must elect either Cash Payment A – Lost Time; Cash Payment B – Ordinary Expenses; Cash Payment C – Extraordinary Expenses; or Cash Payment D- Alternate Cash. Settlement Class Members may only choose one type of Cash Payment.

##### a. **Cash Payment A – Lost Time**

Settlement Class Members who spent time remedying issues relates to the Data Incident may receive reimbursement in the amount of \$20.00 per hour for up to five hours of time (for a maximum total of \$100.00), provided that at least one full hour was spent dealing with the Data

Incident and that they provide a sworn attestation explaining the amount of time spent and activities performed related to the Data Incident..

**b. Cash Payment B - Ordinary Expenses**

Settlement Class Members who incurred “ordinary” unreimbursed out-of-pocket expenses as a result of the Data Incident, may claim up to a total of \$500.00 per person. Settlement Class Members must submit reasonable documentation supporting their Claims for out-of-pocket expenses. Such reasonable documentation includes, without limitation and by way of example, unreimbursed costs associated with freezing or unfreezing credit with any credit reporting agency and other miscellaneous unreimbursed expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges, provided that they actually incurred the expenses because of the Data Incident between November 4, 2024 and the date of the Preliminary Approval Order and have not already had such expenses reimbursed by a third party or other source as of the date of the Claim. To receive payment, a Settlement Class Member must complete and timely submit a Claim Form and reasonable documentation to be determined in the discretion of the Settlement Administrator in support of the Claim. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product.

**c. Cash Payment C - Extraordinary Expenses**

Settlement Class Members who incurred “extraordinary” unreimbursed financial losses,

may claim up to a total of \$3,500.00 per person, if the extraordinary financial losses are: (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft and which occurred between August 15, 2024, and the Claim Form Deadline; (ii) fairly traceable to the Data Incident; (iii) occurred after the Data Incident and before the Claim Form Deadline; (iv) not already covered as a “Cash Payment A – Lost Time” or “Cash Payment B – Ordinary Expenses” as defined herein, and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss.

**d. Cash Payment D – Alternative Cash**

As an alternative to and in lieu of any Cash Payment A, B, or C, a Settlement Class Member may elect to receive Cash Payment D, which shall be a cash payment of \$35.00.

68. ***Credit Monitoring*** - In addition to electing a Cash Payment, Settlement Class Members may also make a Claim for two years of three-bureau Credit Monitoring, with up to \$1,000,000.00 in fraud protection.

69. ***Settlement Administration Costs*** - Defendant shall pay all Settlement Administration Costs. The Settlement Administrator and Defendant will enter into a separate agreement related to the payment of the Settlement Administration Costs. Plaintiffs, Class Counsel, and the Settlement Class will have no liability for payment of the Settlement Administration Costs

**V. Settlement Approval**

70. Within 10 days following execution of this Agreement, Plaintiffs shall file the Motion for Preliminary Approval, subject to its prior review and approval by Defendant’s Counsel. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant’s Counsel.

71. The Motion for Preliminary Approval shall, among other things, request the Court:

(1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claims Process set forth herein and approve the Claim Form; (5) approve the procedures for Settlement Class members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Plaintiffs as Class Representatives and Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC as Class Counsel for Settlement purposes; (7) approve Simpluris as the Settlement Administrator; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

#### **VI. Settlement Administrator**

72. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

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

74. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notice (if email addresses are available), Postcard Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;
- b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class members, and Claim Forms;
- c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establishing and maintaining an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;
- e. Responding to any mailed Settlement Class member inquiries;
- f. Processing all opt-out requests from the Settlement Class;
- g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and the amount of each benefit



claimed, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Reviewing Claim Forms submitted by Settlement Class Members to determine if they are eligible for a Cash Payment and/or Credit Monitoring

j. Collecting from Defendant the funds necessary to pay Valid Claims for Cash Payments and Credit Monitoring;

k. Distributing Cash Payments by electronic means or by paper check;

l. Sending Settlement Class Members who elect Credit Monitoring emails instructing how to activate their Credit Monitoring service.

m. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Cash Payments and Credit Monitoring access information have been properly distributed.

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

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

76. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court.

77. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-

Out Deadline for Settlement Class members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

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

79. The Long Form Notice shall also include a description of the procedure for Settlement Class members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any

Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

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

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

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

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

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

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

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

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

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

82. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those

Settlement Class members whose new addresses were identified as of that time through address traces.

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

**VIII. Claims Process and Disbursement of Settlement Class Member Benefits**

84. The Notice and the Settlement Website will explain to Settlement Class members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

85. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by printing a copy of the Claim Form and mailing it to the Settlement Administrator at the address designated on the Claim Form.

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

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

88. The Settlement Administrator shall exercise, in its discretion, all usual and

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

89. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Deadline, or 10 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and

completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

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

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

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

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

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

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

94. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within 30 days of the Effective Date. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount within 30 days of the invoice.

95. The Settlement Administrator shall distribute Cash Payments and Credit Monitoring codes no later than 90 days after the Effective Date.

96. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have until 30 days after the Effective Date to select their electronic payment. In the event of any



complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

97. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code.

**IX. Final Approval Order and Final Judgment**

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

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

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

**X. Attorneys' Fees, Costs and Service Awards**

100. Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to \$375,000.00. The amount of attorney's fees and costs approved by the Court is referred to herein as the "Attorney's Fees and Costs." The Attorneys' Fees and Costs award approved by the Court shall be paid by Defendant by check or wire transfer to an account designated by Class Counsel, in Defendant's sole election, within 30 days of Final Approval.

101. Class Counsel shall apply to the Court for Service Awards in the amount of

\$2,500.00 for each Class Representative. The Service Awards approved by the Court shall be paid by Defendant by check or by wire transfer to an account designated by Class Counsel, in Defendant's sole election, within 30 days of Final Approval

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

#### **XI. Releases**

103. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any federal law, state law, or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* The Releasing Parties expressly waive all rights under California Civil Code section 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 Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or

voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

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

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

## **XII. Termination of Settlement**

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

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

107. If any of the conditions specified in the preceding paragraph are not met, or if the

Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

108. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

### **XIII. Effect of Termination**

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

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

**XIV. No Admission of Liability**

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

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

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

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

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

**XV. Miscellaneous Provisions**

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

information about the Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

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

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

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

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

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

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

123. Governing Law. Except as otherwise provided herein, the Agreement shall be



construed in accordance with, and be governed by, the laws of the State of Georgia without regard to the principles thereof regarding choice of law.

124. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

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

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

If to Plaintiffs or Class Counsel:

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

ostrow@kolawyers.com

Gary M. Klinger  
Milberg Coleman Bryson Phillips Grossman PLLC  
227 Monroe St., Ste. 2100  
Chicago, IL 60606  
gklinger@milberg.com

J. Gerard Stranch, IV  
Stranch, Jennings & Garvey, PLLC  
223 Rosa L. Parks Avenue, Suite 200  
Nashville, TN 37203  
gstranch@stranchlaw.com

Raina Borrelli  
Strauss Borrelli PLLC  
980 N. Michigan Ave., Ste. 1601  
Chicago, IL 60611  
raina@straussborrelli.com

If to Defendant or Defendant's Counsel:

David A. Cole  
Freeman Mathis & Gary, LLP  
100 Galleria Parkway, Suite 1600  
Atlanta, GA 30339-5948  
dcole@fmglaw.com

Scott M. Patterson  
Managing Attorney  
Montlick & Associates  
17 Executive Park Drive, Suite 300  
Atlanta, GA 30329  
spatterson@montlick.com

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

Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

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

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

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

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

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

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

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

*Signature Page to Follow*

**CLASS COUNSEL (for Plaintiffs and the Settlement Class)**

DocuSigned by:

*Jeff Ostrow*

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**Jeff Ostrow**

KOPELOWITZ OSTROW P.A

Signed by:

*Gary Klinger*

16725525D2A049A...

**Gary Klinger**

MILBERG COLEMAN BRYSON

PHILLIPS GROSSMAN PLLC

Signed by:

*J. Gerard Stranch, IV*

64DA70E969B64C7...

**J. Gerard Stranch, IV**

STRANCH, JENNINGS & GARVEY, PLLC

**DEFENDANT**

Signed by:

*Scott Patterson*

F937E25E479F468...

By: Scott Patterson

Its: Managing Attorney

**COUNSEL FOR DEFENDANT**

Signed by:

*David Cole*

B2718DB3E40947A...

**David A. Cole**

FREEMAN MATHIS & GARY, LLP

**EXHIBIT 1**  
**(POSTCARD NOTICE)**

c/o Settlement Administrator

P.O. Box

Santa Ana, CA 92799-9958

***Martin, et al. v. Montlick & Associates, P.C.***

Case No. 24CV10274

**IF YOUR PRIVATE INFORMATION WAS  
COMPROMISED IN THE AUGUST 2024  
MONTLICK & ASSOCIATES DATA INCIDENT,  
A PROPOSED CLASS ACTION SETTLEMENT  
MAY AFFECT YOUR RIGHTS,  
AND ENTITLE YOU TO BENEFITS  
AND A CASH PAYMENT.**

For more information about the proposed class action settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or call toll-free 1-XXX-XXX-XXXX. Please do not contact Montlick & Associates directly.

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

First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

**Why am I receiving this notice?**

A Settlement has been reached with Montlick & Associates, P.C. ("Montlick") in a class action lawsuit. The case is about an August 2024 cyberattack on Montlick's computers ("Data Incident"). Files containing Personal Information were accessed. Montlick denies that it did anything wrong, and the Court has not decided who is right. The Parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**Who is included in the Settlement?**

The Court has defined the Settlement Class as: "All individuals whose Personal Information was compromised in the Data Incident and to whom Defendant sent individual notification that they were affected by the Data Incident"

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

**What are the Settlement benefits?**

Montlick has agreed to pay for several benefits. All Settlement Class Members may claim **Credit Monitoring Services** and one of four **Cash Payment** options (1) if you have documented losses you can get back up to **\$500** for out-of-pocket expenses or (2) if you have documented losses you can get up to **\$3,500** for fraud or identity theft losses; (3) or, if you spent time fixing problems caused by the Data Incident, you can get back \$20/hour for up to 5 hours (up to **\$100**); (4) or, you can claim a **\$35.00** cash Alternative Payment.

Full details and instructions are at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**How do I receive a Cash Payment or Credit Monitoring?**

Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to submit your claim.

To receive a paper copy and submit by US Mail, call 1-XXX-XXX-XXXX, or email your request to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com). **Claims must be submitted online or postmarked by [Claims Deadline].**

**What if I don't want to participate in the Settlement?**

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Montlick for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

**When will the Court approve the Settlement?**

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$375,000, and \$2,500 for each of the Class Representatives. You may attend the hearing at your own cost, but you do not have to.

**THIS NOTICE IS ONLY A SUMMARY.  
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)  
OR SCAN THIS QR CODE  
FOR COMPLETE INFORMATION.**





# **EXHIBIT 2**

## **(LONG FORM NOTICE)**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Martin, et al. v. Montlick & Associates, P.C.*

Case No. 24CV10274

Superior Court of Dekalb County, Georgia

**IF YOUR PERSONAL INFORMATION WAS COMPROMISED IN THE AUGUST 2024 MONTLICK & ASSOCIATES DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO A CASH PAYMENT AND/OR CREDIT MONITORING.**

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

*You are not being sued.*

***Please read this Notice carefully and completely.***

- A Settlement has been reached with Montlick & Associates, P.C. (“Montlick” or “Defendant”) in a class action lawsuit. This case is about a cyberattack on Montlick's computer systems that occurred in August 2024 (“Data Incident”). Certain files that contained Personal Information were accessed. These files may have contained information such as names; Social Security numbers; drivers’ license numbers; medical treatment information; diagnosis information, and/or financial account information.
- The lawsuit is called *Martin, et al. v. Montlick & Associates, P.C.*, Case No. 24CV10274. It is pending in the Superior Court of Dekalb County, Georgia (the “Action”).
- Montlick denies that it did anything wrong, and the Court has not decided who is right.
- The Parties have agreed to settle the lawsuit (“Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Action.
- Montlick's records indicate that you are a Settlement Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Montlick.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM</b>	<p>The only way to receive Settlement Class Member Benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<u>          </u> , 2025
<b>OPT-OUT OF THE SETTLEMENT</b>	You can choose to opt-out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u>          </u> , 2025
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement Class Member Benefits.	<u>          </u> , 2025
<b>DO NOTHING</b>	Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive Settlement Class Member Benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

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Basic Information

1. Why was this Notice issued?

The Superior Court of Dekalb County, Georgia, (the “Court”) authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Martin, et al. v. Montlick & Associates, P.C.*, Case No. 24CV10274. It is pending in the Superior Court of Dekalb County, Georgia. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Montlick & Associates, P.C., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the January 2024, targeted cyberattack on Montlick's computer systems, certain files that contained Personal Information were accessed. These files may have contained information such as names; Social Security numbers; drivers’ license numbers; medical treatment information; diagnosis information, and/or financial account information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” For this Settlement, they are known as “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who opt-out from the settlement. In this Settlement, the Class Representatives are Shellis Martin; Bryant Jacobs; Alexandra Finan; Brittany Rolax; and Kwajalyn Sands as parent and next friend of K.S. Everyone included in this Action are the Settlement Class Members.

4. Why is there a Settlement?

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

Settlement Class Member Benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

## Who is in the Settlement?

### 5. Who is included in the Settlement?

The court has defined the Class this way: “All individuals whose Personal Information was compromised in the Data Incident and to whom Defendant sent individual notification that they were affected by the Data Incident.”

### 6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge’s family and staff; (2) Montlick and its owners, officers, and directors; (3) anyone who validly excludes themselves from the Settlement; (4) anyone who perpetrated the Data Incident; and (5) government entities.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Montlick Data Incident Settlement, c/o Settlement Administrator, [PO Box Number], Santa Ana, CA 92799-9958.

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

## The Settlement Benefits

### 7. What does the Settlement provide?

Montlick has agreed to pay for several benefits, including Cash Payments and Credit Monitoring for Settlement Class Members who file a Valid Claim. All Settlement Class Members may claim **Credit Monitoring Services** and one of four **Cash Payment** options. The Settlement Class Member Benefits are explained in more detail below.

#### SETTLEMENT CLASS MEMBER BENEFITS

**Credit Monitoring Services.** All Settlement Class Members are eligible to enroll in two years of Credit Monitoring Services from the three credit bureaus. This benefit comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- comprehensive public records monitoring

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

**Cash Payment Options.** All Settlement Class Members may claim **one** payment option.

**Cash Payment A – Lost Time.** Settlement Class Members who spent time responding to the Data Incident may claim up to five hours, at \$20.00 per hour, for a maximum of **\$100.00**, provided that at least one full hour was spent dealing with the Data Incident and that they provide a sworn attestation explaining the amount of time spent and activities performed related to the Data Incident.

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

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

**Cash Payment B – Ordinary Expenses.** If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$500.00**. The losses must have occurred between November 4, 2024, and the date of the Court's Preliminary Approval Order.

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

**Cash Payment C – Extraordinary Expenses.** If you lost money because of identity theft or fraud, and you have documentation supporting your claim, you can get back up to **\$3,500.00**.

You will need to show that:

- the theft or fraud was fairly traceable to the Data Incident
- the losses are not already covered by **Out-of-Pocket Expenses or Lost Time**
- you tried to prevent the loss or get your money back, such as by using insurance or other means of reimbursement already available to you

The losses must have occurred between August 15, 2024, and **[Claims Deadline]**.

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

**Cash Payment D – Alternative Cash Payment.** Instead of Cash Payment A, B, or C, you may claim a one-time cash payment of **\$35.00**. You do not have to provide any proof or explanation to claim this payment.

**You may select only one Cash Payment Option.**

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

- Email: **info@[SettlementWebsite].com**

- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Montlick Data Incident Settlement, c/o Settlement Administrator, [PO Box Number], Santa Ana, CA 92799-9958.

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

If you stay in the Settlement Class, you won't be able to be part of any other lawsuit against Montlick about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XIII) describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## Submitting a Claim Form for a Settlement Payment

## 9. How do I submit a claim for a Settlement benefit?

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

Montlick Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above. Do not contact Montlick & Associates directly about the Data Incident or this Settlement.

## 10. Are there any important Settlement payment deadlines?

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

## 11. When will the Settlement benefits be issued?

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

Cash Payments and Credit Monitoring codes will be distributed if the Court grants Final Approval, and after any appeals are resolved.

## The Lawyers Representing You

## 12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Jeff Ostrow of Kopelowitz Ostrow P.A.; Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC; J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC; and Raina Borrelli of Strauss Borrelli, to represent you and other Settlement Class Members ("Class Counsel").

### 13. Should I get my own lawyer?

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

### 14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$375,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by Montlick.

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

## Excluding Yourself from the Settlement

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

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called "opting-out." If you opt-out, you will not receive any Settlement Class Member Benefits. However, you will keep any rights you may have to sue Montlick on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement Class Member Benefits if you exclude yourself.

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

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Action: *Martin, et al. v. Montlick & Associates, P.C.*, Case No. 24CV10274, pending in the Superior Court of Dekalb County, Georgia;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Montlick Data Incident Settlement  
ATTN: Exclusion Request  
**[PO Box Number]**  
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.



## Commenting on or Objecting to the Settlement

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

If you are a Settlement Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

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

You must provide the following information for the Court to consider your objection:

- (1) the name of the Action: *Martin, et al. v. Montlick & Associates, P.C.*, Case No. 24CV10274, pending in the Superior Court of Dekalb County, Georgia;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you at the Final Approval Hearing, provide their name and telephone number;
- (5) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, the civil action numbers for each of those cases, and the identity of any counsel who represented you in the objection;
- (6) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (7) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (8) your signature (if you have hired your own lawyer, your lawyer's signature is **not** sufficient).

For your objection to be valid, it must meet each of these requirements.

Class Counsel and Defendant's Counsel may conduct limited discovery on any objector, including taking their deposition and propounding document requests.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and Defendant's Counsel.

Clerk of the Court	Settlement Administrator
Clerk of the Court <b>[Court Address]</b>	Montlick Data Incident Settlement ATTN: Objections <b>[PO Box Number]</b> Santa Ana, CA 92799-9958

Class Counsel	Counsel for Defendants
Jeff Ostrow <b>Kopelowitz Ostrow P.A.</b>	David A. Cole <b>Freeman Mathis &amp; Gary, LLP</b>

<p>1 West Las Olas Boulevard Suite 500 Fort Lauderdale, FL 33301</p>	<p>100 Galleria Parkway Suite 1600 Atlanta, GA 30339-5948</p>
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## 17. What is the difference between objecting and excluding?

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

## The Court's Final Approval Hearing

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

The Court will hold a Final Approval on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room **[Court Room]** of the Superior Court of Dekalb County, Georgia, at **[Court Address]**.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The Court will also decide whether and in what amount Class Counsel should be paid, and whether and in what amount to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

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

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

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

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

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

## If I Do Nothing

## 20. What happens if I do nothing at all?

If you do nothing, you will not receive a Settlement Class Member Benefit from this Settlement.

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

## Getting More Information

## 21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). The terms of the Settlement Agreement controls over any conflicting description provided in this Notice.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Montlick Data Incident Settlement, c/o Settlement Administrator, [PO Box Number], Santa Ana, CA 92799-9958.

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

**DO NOT CONTACT MONTLICK & ASSOCIATES, THE COURT, OR THE CLERK OF COURT REGARDING THIS SETTLEMENT.**

# **EXHIBIT 3 (CLAIM FORM)**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

Martin, et al. v. Montlick & Associates, P.C.

Case No. 24CV10274

Superior Court of Dekalb County, Georgia

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

## GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Settlement Class this way: “All individuals whose Personal Information was compromised in the Data Incident and to whom Defendant sent individual notification that they were affected by the Data Incident.”

Excluded from the Settlement Class are: (1) the Judge in this case, and the Judge’s family and staff; (2) Montlick and its owners, officers, and directors; (3) anyone who validly excludes themselves from the Settlement; (4) anyone who perpetrated the Data Incident; and (5) government entities.

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

## AVAILABLE BENEFITS

Montlick has agree to pay Settlement Class Members Cash Payments and/or Credit Monitoring. All Settlement Class Members may claim Credit Monitoring Services and one of four Cash Payment options. The benefits are explained in more detail below.

### BENEFITS

Credit Monitoring Services. All Settlement Class Members are eligible to enroll in two years of Credit Monitoring Services from the three credit bureaus. This benefit comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- comprehensive public records monitoring

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

Cash Payment Options. All Settlement Class Members may claim one payment option.

Cash Payment A—Lost Time. Settlement Class Members who spent time responding to the Data Incident may claim up to five hours, at \$20.00 per hour, for a maximum of \$100.00, provided that at least one full hour was spent dealing with the Data Incident and that they provide a sworn attestation explaining the amount of time spent and activities performed related to the Data Incident.

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

- changing your passwords

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

Martin, et al. v. Montlick & Associates, P.C.

Case No. 24CV10274

Superior Court of Dekalb County, Georgia

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

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

Cash Payment B—Ordinary Expenses. If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to \$500.00. The losses must have occurred between November 4, 2024, and the date of the Court's Preliminary Approval Order.

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

Cash Payment C—Extraordinary Expenses. If you lost money because of identity theft or fraud, and have documentation supporting your claim, you can get back up to \$3,500.00.

You will need to show that:

- the theft or fraud was fairly traceable to the Data Incident
- the losses are not already covered by Out-of-Pocket Expenses or Lost Time
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between August 15, 2024, and [Claims Deadline].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

Cash Payment D—Alternative Cash Payment. Instead of Cash Payment A, B, or C, you may claim a one-time cash payment of \$35.00. You do not have to provide any proof or explanation to claim this payment.

You may select only one Cash Payment Option.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Montlick Data Incident Settlement, c/o Settlement Administrator, [PO Box Number], Santa Ana, CA 92799-9958.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

Martin, et al. v. Montlick & Associates, P.C.

Case No. 24CV10274

Superior Court of Dekalb County, Georgia

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

ALL INQUIRIES MUST BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR ABOVE. DO NOT CONTACT MONTLICK & ASSOCIATES DIRECTLY ABOUT THE DATA INCIDENT, THIS FORM, OR THE SETTLEMENT.

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

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

Montlick Data Incident Settlement

c/o Settlement Administrator

[PO Box Number]

Santa Ana, CA 92799-9958

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

You must submit online, mail, or email your Claim Form by [Claims Deadline].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**Martin, et al. v. Montlick & Associates, P.C.**  
Case No. 24CV10274  
Superior Court of Dekalb County, Georgia  
DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

## I. CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. Please print legibly.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

## II. CREDIT MONITORING SERVICES

☐ Check this box if you would like to enroll in two years of Credit Monitoring by the three credit bureaus.

## III. CASH PAYMENT A—LOST TIME

If you spent time fixing problems caused by Data Incident, please indicate how many hours (up to five) you spent. If you claim this payment, do not claim under Sections IV, V, or VI.

I spent (select only one): ☐ 1 hour (\$20.00) ☐ 2 hours (\$40.00) ☐ 3 hours (\$60.00)  
☐ 4 hours (\$80.00) ☐ 5 hours (\$100.00)

To receive this payment, you must describe what you did and how the time you have claimed above was spent related to the Data Breach. Check all activities below that apply.

- ☐ Calling bank/credit card customer service lines regarding fraudulent transactions.
- ☐ Writing letters or e-mails to banks/credit card companies to have fraudulent transactions reversed.
- ☐ Time on the internet verifying fraudulent transactions.
- ☐ Time on the internet updating automatic payment programs due to new card issuance.
- ☐ Calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring.
- ☐ Writing letters or e-mails to credit reporting bureaus regarding correction of credit reports.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

Martin, et al. v. Montlick & Associates, P.C.  
Case No. 24CV10274  
Superior Court of Dekalb County, Georgia  
DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

☐ Other. Provide description(s) here:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IV. CASH PAYMENT B – ORDINARY EXPENSES

☐ Check this box if you would like to claim reimbursement for documented out-of-pocket expenses. You can get back up to \$500.00. If you claim this payment, do not claim under Sections III, V, or VI.

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

Description of Documentation Provided	Amount
Example: Fee for credit report	\$40
TOTAL CLAIMED:	

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

You must submit documentation to obtain this reimbursement. Please attach or enclose all supporting documentation for the expenses you have requested above. Failure to provide supporting documentation may result in denial of your claim.

V. CASH PAYMENT C – EXTRAORDINARY LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$3,500.00. If you claim this payment, do not claim under Sections III, IV, or VI.

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

Description of Documentation Provided	Amount
Example: Unauthorized bank transfer	\$500

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

Martin, et al. v. Montlick & Associates, P.C.  
Case No. 24CV10274  
Superior Court of Dekalb County, Georgia  
DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

TOTAL CLAIMED:	

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

You must submit documentation to obtain this reimbursement. Please attach or enclose all supporting documentation for the expenses you have requested above. Failure to provide supporting documentation may result in denial of your claim.

VI. CASH PAYMENT D – ALTERNATIVE CASH PAYMENT

☐ Check this box if you want to claim a one-time \$35.00 cash payment.

If you claim this payment, do not claim under Sections III, IV, or V.

VII. PAYMENT SELECTION

Please select one of the following payment options, which will be used if you are claiming a cash payment.

- ☐ PayPal  
Email address, if different than you provided in Section 1: \_\_\_\_\_
- ☐ Venmo  
Mobile number, if different than you provided in Section 1: \_\_\_\_\_
- ☐ Zelle  
Email address or mobile number, if different than you provided in Section 1: \_\_\_\_\_
- ☐ Virtual Prepaid Card  
Email address, if different than you provided in Section 1: \_\_\_\_\_
- ☐ Physical Check  
Payment will be mailed to the address provided in Section 1.

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

Martin, et al. v. Montlick & Associates, P.C.

Case No. 24CV10274

Superior Court of Dekalb County, Georgia

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

## VII. ATTESTATION & SIGNATURE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**EXHIBIT 4**  
**(PRELIMINARY APPROVAL ORDER)**

**IN THE SUPERIOR COURT OF DEKALB COUNTY, GEORGIA**

SHELLIS MARTIN, BRYANT JACOBS,  
ALEXANDRA FINAN, BRITTANY ROLAX,  
and KWAJALYN SANDS as parent and next  
friend of K.S., individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

MONTLICK & ASSOCIATES, P.C.,

Defendant.

Case No. 24CV10274

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

**THIS MATTER** is before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement [ECF No. \_\_\_\_ ] for consideration of whether the Settlement<sup>1</sup> reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Form be 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 Program, Notices, Claims Process, and Claim Form approved. Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

**Provisional Certification of the Settlement Class**

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<sup>1</sup> Unless otherwise indicated, capitalized terms used herein shall have the same definitions as those in Section II of the Settlement Agreement and Releases, attached to the Motion for Preliminary Approval as *Exhibit A*.

1. The Court provisionally certifies the following Settlement Class for settlement purposes only, finding it is likely to final certify it at the final approval stage:

All individuals whose Personal Information was compromised in the Data Incident and to whom Defendant sent individual notification that they were affected by the Data Incident,.

2. The Court has subject matter jurisdiction over the Action.

3. The Court determines that for settlement purposes the proposed Settlement Class meets all the requirements of O.C.G.A. § 9-11-23, namely that the class is so numerous that joinder of all members is impractical; there are common issues of law and fact; the claims of the proposed Class Representatives are typical of absent Settlement Class members; the Class Representatives will fairly and adequately protect the interests of the Settlement 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; common issues predominate over any individual issues; and a class action is the superior means of adjudicating the controversy. Class Counsel is also adequate to represent the Settlement Class.

4. Plaintiffs are designated and appointed as the Class Representatives.

5. Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; J. Gerard Stranch IV of Stranch, Jennings & Garvey, PLLC; and Raina Borrelli of Strauss Borrelli, PLLC are appointed as Class Counsel. The Court finds that these counsel are experienced and will adequately protect the interests of the Settlement Class.

#### **Preliminary Approval of the Proposed Settlement**

6. Upon preliminary review the Court finds the proposed Settlement is likely to be approved as fair, reasonable, and adequate at the Final Approval Hearing, 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**

7. A Final Approval Hearing shall take place before the Court on \_\_\_\_\_, \_\_\_, **2025**, at \_\_\_ :\_\_\_ a.m./p.m at the Dekalb County Courthouse, 556 North McDonough Street, #1100, Decatur, GA, to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to O.C.G.A. § 9-11-23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims in the Complaint 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 final judgment should be entered; and (e) the Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards should be granted. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website. The hearing may be re-scheduled without further notice to the Settlement Class. Any changes in the date or time will be posted on the Settlement Website.

8. Class Counsel intends to seek an award of \$375,000.00 as attorneys' fees and reimbursement of reasonable litigation costs, as well as Service Awards of up to \$2,500.00 per Class Representative to be paid by Defendant. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

9. Class Counsel shall file the Motion for Final Approval and Application for Attorneys' Fees and Costs no later than 45 days before the initial scheduled Final Approval

Hearing date. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys' fees, costs, and Service Awards.

10. Any Settlement Class Member that has not timely and properly opted-out 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, no Settlement Class Member that has elected to opt-out 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 Preliminary Approval Order pertaining to objections, which are described below.

#### **Settlement Administration**

11. Simpluris, Inc. is appointed as the Settlement Administrator, with responsibility for handling the Notice Program and overseeing the Claims Process. All Settlement Administration Costs incurred by the Settlement Administrator will be paid out of the Settlement Fund, as provided in the Settlement.

#### **Notice to the Settlement Class**

12. The Notice, including the Postcard Notice and Long Notice Form, along with the Claim Form, attached as exhibits to the Settlement Agreement, satisfy the requirements of O.C.G.A. § 9-11-23 and due process, and thus are approved. Non-material modifications to the Notices and Claim Form may be made by written agreement of the Parties without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks that the Settlement requires.

13. The Court finds that the form, content, and method of the Notices: (a) constitute the



best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class 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 O.C.G.A. § 9-11-23, 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.

### **Opting-Out of the Settlement Class**

14. Any Settlement Class member that wishes to opt-out of the Settlement must submit a written notification of such intent either electronically or by United States mail to the designated address established by the Settlement Administrator, postmarked no later than the Opt-Out Deadline, which is 15 days before the initial scheduled Final Approval Hearing date. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Any Settlement Class member who does not submit a valid and timely request to opt-out in the manner described herein shall be bound by the Settlement, including all Releases, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

15. Settlement Class Members cannot opt-out by telephone or email. "Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members, where an opt-out has not been signed by each and every individual Settlement Class Member, will not be allowed.

16. All Settlement Class members who submit valid and timely requests to opt-out of

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.

### **Objecting to the Settlement**

17. A Settlement Class Member that complies with the requirements of this Preliminary Approval Order and the Agreement may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards.

18. 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 submitted to the Court before the Objection Deadline, which shall be 15 days before the initial scheduled Final Approval Hearing date. For the objection to be considered by the Court, the written objection must include:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. the case name and case number;
- c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice the objector received;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- e. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial

- and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs;
  - g. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
  - h. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
  - i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
  - j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
  - k. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking the objector's deposition or requesting documents, to be completed before the Final Approval Hearing.

19. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator, at the addresses listed on the Long Form

Notice and which will also appear on the Settlement Website

20. 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 Preliminary Approval Order by appeal or any other means.

#### **Claims Process and Distribution Plan**

21. The Settlement establishes a Claims Process for assessing and determining the validity and value of Claims and a methodology for paying Settlement Class Members that submit a Valid Claim. The Court preliminarily approves this process.

22. Settlement Class members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement, including the requirements and procedures in the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for Settlement Class Member Benefits, but who fail to submit a Claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form requirements, shall be forever barred from receiving any of the Settlement Class Member Benefits. Such Settlement Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement, including the Releases, and the Final Approval Order and final judgment.

#### **Termination of the Settlement and Use of this Order**

23. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement

is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. 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 Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

24. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any 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**

25. Except as necessary to effectuate this Preliminary Approval Order, this matter and any deadlines set by the Court in this matter 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.

26. Upon the entry of this order, with the exception of Class Counsel's, Defendant's Counsel's, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released

Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement

### **Adjournment or Continuance of Final Approval Hearing**

27. The Court, at its direction, may adjourn or continue the Final Approval Hearing date without further written notice to the Settlement Class. If the Court does so, the new date shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

### **Jurisdiction Pending Settlement Approval**

28. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

### **Summary of Deadlines**

29. The Settlement, as preliminarily approved shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets the following schedule of events:

<b>EVENT</b>	<b>DATE</b>
Deadline to commence Notice Program	Within 30 days following the Preliminary Approval Order
Deadline to complete Notice Program	45 days before the initial scheduled Final Approval Hearing date
Deadline for filing Motion for Final Approval	45 days before the initial scheduled Final Approval Hearing date
Opt-Out Deadline	15 days before the initial scheduled Final Approval Hearing date
Objection Deadline	15 days before the initial scheduled Final Approval Hearing date

Claim Form Deadline	90 days after commencement fo the Notice Program
Final Approval Hearing	_____, 2025, at __:__ a.m./p.m. (or soon thereafter depending on the Court's availability).

**DONE AND ORDERD** in Chambers in Dekalb County, Georgia, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
 ASHA F. JACKSON  
 UNITES STATES DISTRICT JUDGE