

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF
NORTH CAROLINA**

MICHAEL SWEAT, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

NUCOR CORPORATION,

Defendant.

Case No: 3:25-cv-00478-MOC-SCR

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement” or “Agreement”),¹ dated as of November 4, 2025, is entered into between Plaintiff Michael Sweat, on behalf of himself and the Settlement Class, by and through Class Counsel on the one hand, and Defendant Nucor Corporation (“Nucor”), by and through its counsel of record, Arnold & Porter Kaye Scholer LLP on the other hand. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court. This Settlement is intended by the parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions hereof.

I. Background

1. On approximately May 13, 2025, Nucor identified a cybersecurity incident involving unauthorized third party access to certain data contained in information technology systems used by

¹ All capitalized terms herein shall have the same meanings as those ascribed to them in Section III below.

Nucor. Nucor immediately took steps to contain, assess, and remediate the incident, including activating its incident response plan, proactively taking potentially affected systems offline, restoring affected data, and implementing other containment, remediation, and recovery measures. Nucor also engaged leading external cybersecurity experts to assist with its investigation and recovery efforts and notified federal law enforcement authorities. The investigation found that between May 3, 2025 and May 13, 2025, an unauthorized third party accessed and acquired certain data stored in the Nucor environment. Nucor determined that some of the data accessed and acquired without authorization likely included personal information. Nucor then undertook a thorough and time-intensive review of that data to confirm that certain personal information was impacted. This review was completed on approximately June 16, 2025. Shortly thereafter, on or about June 24, 2025, Nucor began sending individuals who are now part of the Settlement Class, including Plaintiff, written notice of the incident. In the written notice, and as an added precaution, Nucor offered Plaintiff and the Settlement Class a two-year subscription to Equifax's Complete Premier credit monitoring service at no cost.

2. On July 2, 2025, Plaintiff Michael Sweat filed a Class Action Complaint. Thereafter, Class Counsel conducted extensive research on how the incident occurred, the type of information involved, the demographics of the Settlement Class, Nucor's response to the incident and other related issues. The Parties engaged in extensive arms-length negotiations and agreed upon the material terms of a Settlement.

3. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Nucor denies any and all of the claims, causes of action, and contentions alleged against Nucor, individually and collectively, in the Action. Nucor denies all charges of wrongdoing or liability as alleged, or that could be alleged, in the Action. Nucor likewise denies all charges of damages as alleged, or that

could be alleged, in the Action. Nonetheless, Nucor has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. 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. Plaintiff has entered into this Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Nucor, and all Settlement Class Members.

II. Certification of the Settlement Class

4. Plaintiff shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes only. Solely for purposes of the settlement provided for in this Agreement, and the implementation of such Settlement, Nucor does not contest that this Action should 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, Nucor shall retain all rights to object to any future requests to certify a class. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

III. Definitions

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

6. “Action” means the lawsuit entitled: Sweat v. Nucor Corporation, Case No. 3:25-cv-00478-MOC-SCR, currently pending in the United States District Court, Western District of North Carolina.

7. “Application for Attorneys’ Fees, Costs, and Service Award” means the application to be made with the Motion for Final Approval seeking a Service Award for Class Representative and Class Counsel’s attorneys’ fees and reimbursement for costs.

8. “Claim” means the submission of a Claim Form by a Claimant.

9. “Claim Form” means the form used by the Settlement Class to submit a Claim for reimbursement. The Claim Form will be 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.

10. “Claim Form Deadline” shall be 60 days after the Notice Date and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for any Settlement Class Member Benefits.

11. “Claimant” means a Settlement Class Member who submits a Claim Form.

12. “Class Counsel” means: Scott Edward Cole of Cole & Van Note.

13. “Class List” means a list of all individuals in the Settlement Class. Nucor shall prepare and provide the Class List to the Settlement Administrator for Notice using information in its records. Class List shall include the names and postal addresses of each member of the Settlement Class.

14. “Class Representative” means the Plaintiff.

15. “Complaint” means the Class Action Complaint filed in the Action on July 2, 2025.

16. “Court” means the United States District Court, Western District of North Carolina and the Judge(s) assigned to the Action.

17. “Data Incident” means the cybersecurity incident Nucor identified on approximately May 13, 2025, giving rise to this Action.

18. “Nucor” and/or “Defendant” means Nucor Corporation.

19. “Nucor’s Counsel” means Robert J. Katerberg and Daniel E. Raymond of Arnold & Porter Kaye Scholer LLP.

20. “Effective Date” of this Agreement means the last date by which all of the following have occurred: (a) the Parties have executed this Agreement, (b) the Parties have submitted to the Court and the Court has entered the Final Approval Order without material changes to the Parties’ proposed Final Approval Order and (c) (i) the time for seeking rehearing, appellate or other review of the Final Approval Order has expired, or (ii) the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing review, appeal, or certiorari could be taken has finally expired. Notwithstanding the above, any appeal of an order governing the attorneys’ fees, costs, and expenses award or the service award to the Class Representative, or any order modifying or reversing any attorneys’ fees, costs, and expenses award or service award to the Class Representative made in this case shall not affect the Effective Date of this Agreement or any other aspect of the Final Approval Order.

21. “Final Approval” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

22. “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.

23. “Final Approval Order” means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order will be attached as an exhibit to the Motion for Final Approval. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of Attorneys’ Fees and Costs awarded to Class Counsel.

24. “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.

25. “Motion for Final Approval” means the motion that Plaintiff shall file with the Court seeking Final Approval of the Settlement.

26. “Motion for Preliminary Approval” means the motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

27. “Notice” means the Postcard Notice, Long Form Notice, Settlement Website, and settlement telephone line that Plaintiff and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

28. “Notice Date” means thirty (30) days after entry of the Preliminary Approval Order.

29. “Notice Program” means the methods provided for in this Agreement for giving Notice and consists of the Postcard Notice, Long Form Notice, Settlement Website, and Settlement telephone line.

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

31. “Objection Period” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 60 days after the Notice Date during

which the Settlement Class must mail their written objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

32. “Opt-Out Period” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 60 days after the Notice Date during which Settlement Class Members must mail their written requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

33. “Party” means the Plaintiff or Nucor, and “Parties” means Plaintiff and Nucor collectively.

34. “Plaintiff” means Michael Sweat.

35. “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 the Settlement Class by mail.

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

37. “Preliminary Approval Order” means the order from the Court preliminarily approving the Settlement and proposed Notice Program. The Parties’ proposed form of Preliminary Approval Order is attached hereto as Exhibit x.

38. “Releases” means the releases and waiver set forth in Section X of this Agreement.

39. “Released Claims” shall mean any and all past, present, and future claims and causes of action including, but not limited to, any individual or class-wide causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any

country, state, province, county, city, or municipality, including, but not limited to, 15 U.S.C. §§ 45, et seq., and all similar statutes in effect in any states in the United States; negligence; negligence per se; breach of contract; breach of implied contract; breach of the implied covenant of good faith and fair dealing; state consumer protection statutes; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligence, or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs, and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or Unknown Claims, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

40. "Released Parties" means each of Nucor's respective predecessors, successors, parents, subsidiaries, divisions, and affiliates and each of its and their respective representatives, directors, officers, principals, agents, employees, attorneys, insurers, reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of

competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity of the Data Incident or who pleads nolo contendere to any such charge.

41. “Releasing Parties” means (i) Plaintiff and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

42. “Service Award” shall mean the payment the Court may award the Plaintiff for serving as Class Representatives.

43. “Settlement Administrator” means RG/2 Claims Administration LLC.

44. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator regarding Notice and settlement administration.

45. “Settlement Class” means all individuals to whom Nucor sent notice relating to the Data Incident and the recipients’ personal information. Excluded from the Settlement Class are all those persons who timely and validly request exclusion from the Settlement Class, as well as: (i)

officers and directors of Nucor and/or the Related Entities; and (ii) the members of the judiciary who have presided or are presiding over this matter and their families and staff.

46. “Settlement Class Member” means any member of the Settlement Class.

47. “Settlement Class Member Benefit” means the benefits elected by Settlement Class Members described in Paragraph 52.

48. “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 six months after Final Approval.

49. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiff intends to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Final Approval Order shall have, waived the provisions, rights, and benefits conferred by California Civil Code §1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 et seq., Montana Code Ann. § 28-1-1602; North Dakota

Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides that:

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.

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have and by operation of the Final Approval Order shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

50. “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.

IV. Settlement Consideration

51. **Settlement Structure:** The settlement shall be administered on a wholly claims-made basis. To receive any relief, Settlement Class Members must submit a Valid Claim to the Settlement Administrator.

52. **Settlement Class Member Benefits:** Nucor will agree to make available the following compensation available to Settlement Class members who submit Valid Claims using the Claim Form. Claims will be subject to review for completeness by a Settlement Administrator and must be fairly traceable to the Data Incident, and Claimants will have the opportunity to seek review by a third-party Claims Referee, at the parties' shared expense, if they dispute the Settlement Administrator's initial determination.

- a. **Compensation for Ordinary Losses:** Nucor will provide compensation for unreimbursed losses, up to a total of \$700.00 per person, upon submission of a Valid Claim and the necessary supporting documentation and attest, under penalty of perjury, that the expenses are fairly traceable to the Data Incident, such as the following losses:
 - i. *Out of pocket expenses incurred* as a result of the Data Incident, including unreimbursed bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
 - ii. *Fees for credit reports, credit monitoring, or other identity theft insurance product* purchased between June 24, 2025, and the date of the close of the Claim Form Deadline; and

- iii. *Up to 3 hours of lost time*, at \$25/hour for time spent remedying issues fairly traceable to the Data Incident.² Settlement Class Members may submit claims for up to 3 hours of lost time with an attestation, under penalty of perjury, that any claimed lost time was spent remedying issues fairly traceable to the Data Incident. Settlement Class Members will also need to provide a short-written description of how the claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident.
- b. Compensation for Extraordinary Losses: Nucor will provide up to \$7,500.00 in compensation to each Claimant for documented and proven monetary loss if:
- i. The loss is an actual, documented and unreimbursed monetary loss;
 - ii. The Claimant submits sufficient documentary proof that their identity was stolen as a result of the Data Incident;
 - iii. The loss occurred during a specified time period;
 - iv. The loss is not already covered by one or more of the normal reimbursement categories; and
 - v. The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.
 - vi. To claim extraordinary losses, a Settlement Class Member must: (i) provide identification of the identity theft event(s), (ii) attest, under penalty of perjury, that he or she believes that each claimed loss or expense was incurred as a result of the Data Incident and actual identity theft or fraud, and (iii) provide reasonable documentation of the out-of-pocket losses claimed.
- c. Credit Monitoring: Settlement Class Members who did not enroll in the two-years of credit monitoring offered by Nucor after the Data Incident are eligible to receive twenty-four (24) months of credit monitoring services upon submission of a timely, Valid Claim.
- d. Before recovering any of the Settlement Benefits noted in ¶¶ (a-c) above, the Claimants must exhaust all their existing credit monitoring insurance or other reimbursement insurance benefits covering losses due to identity theft and stolen funds available to them in connection with the credit monitoring protections already provided by Nucor. Nucor shall not be required to provide a double payment of the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive

² Claims for lost time are included within the \$700.00 cap on ordinary losses.

damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

53. **Overall Aggregate Cap on Settlement Benefits:** Nucor's obligation to reimburse valid claims expenses for the Settlement Benefits in ¶¶ 52(a)- 52(c) shall not exceed \$200,000, in the total aggregate, for all claim payments for all Settlement Class Members. If the total amount of otherwise valid claims exceeds \$200,000, all valid claims shall be reduced pro rata.

54. **Settlement Administration Fees:** Nucor will pay the entirety of the Settlement Administration Costs, including the cost of notice.

55. **Changes to Systems or Business Practices:** In connection with these settlement negotiations, Nucor has acknowledged (without any admission of liability) that as part of its remediation efforts, Nucor has worked with its outside cybersecurity experts to further reinforce its information technology systems and to prevent future unauthorized access. Nothing herein shall create any contractual rights to any present or future equitable remedy requiring Nucor to establish or maintain any particular security processes or procedures in the future or otherwise take any action in response to this action. In addition, notwithstanding actions to enforce this settlement, nothing herein may be used to create a cause of action against Nucor or may be used in connection with any other matter against Nucor.

V. Settlement Approval

56. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the Motion for Preliminary Approval.

57. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable, (2) provisionally certify the Settlement Class for settlement purposes only, (3) approve

the Notice Program set forth herein and approve the form and content of the Notices of the Settlement, (4) approve the Claim Form and Claim process, (5) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement, (6) stay the Action pending Final Approval of the Settlement and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Nucor's Counsel.

VI. Settlement Administrator

58. The Parties agree that, subject to Court approval, RG/2 Claims Administration LLC 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.

59. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, and distributing the Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims.

60. The Settlement Administrator's duties include to:
- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending Long Form Notices and paper Claim Forms on request from individuals in the Settlement Class, 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 a Valid Claim;
 - b. Establish and maintain a post office box to receive opt-out requests from the

Settlement Class, objections from Settlement Class Members, and Claim Forms;

c. Establish and maintain the Settlement Website to provide important information about the Settlement and to receive electronic Claim Forms;

d. Establish and maintain an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;

e. Respond to any mailed Settlement Class Member inquiries;

f. Process all opt-out requests from the Settlement Class;

g. Provide, at a minimum, monthly reports to Class Counsel and Nucor's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices 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, prepare a declaration confirming 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, providing the names of each individual in the Settlement Class 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. Distribute Valid Claims by electronic means or by paper check;

j. Pay Court-approved Attorneys' Fees and Costs, and Service Awards;

k. Pay any required taxes, but each Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, they, or it of the receipt of

funds pursuant to this Agreement; and

1. Any other Settlement Administration function at the instruction of Class Counsel and Nucor's Counsel, including, verifying that the payments for Valid Claims have been properly distributed.

61. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination.

VII. Notice to the Settlement Class

62. Nucor will make available to Class Counsel and the Settlement Administrator the Class List no later than ten (10) days after entry of the Preliminary Approval Order.

63. Within 30 days following the entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Notice shall be provided by mailing the Postcard Notice to the postal address provided by Nucor and/or the Released Parties for the Settlement Class Members. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of the Settlement Class Members through the United States Postal Service ("USPS") National Change of Address database to update any change of address on file with the USPS within 30 days of entry of the Preliminary Approval Order. Notice shall also be published on the Settlement Website.

64. In the event that a Postcard Notice is returned to the Claims Administrator by the USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Postcard Notice to the forwarding address. In the event that subsequent to the first mailing of a Postcard Notice, and prior to the Opt-Out Date and Objection Date, a Postcard notice is returned to the Claims Administrator by the USPS because the

address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs the skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will -resend the Postcard Notice promptly. This shall be the final requirement for mailing.

65. 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 last day of the Opt-Out Period for individuals in the Settlement Class to opt-out of the Settlement Class, the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys’ Fees, Costs and Service Award, 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 Nucor’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.

66. The Settlement Administrator shall establish the Settlement Website no later than the day Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claims 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. The

Settlement Administrator will maintain and update the Settlement Website throughout the claim period.

67. **Opt-Outs** – The Long Form Notice also shall include a procedure for individuals in the Settlement Class to opt-out of the Settlement; and the Postcard Notice shall direct individuals in the Settlement Class to the Settlement Website to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the name, address, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement and the Final Approval Order even if he or she does not submit a Valid Claim. If five percent (5%) or more of the individuals in the Settlement Class timely and validly request to opt out, Nucor shall have the unilateral option to terminate the Settlement by notifying Class Counsel and the Court in writing. Nucor may exercise its option to terminate in its sole discretion within 15 days after the close of the Opt-Out Period.

68. **Objections** – The Long Form Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct the Settlement Class to the Settlement Website to obtain the objection instructions. Objections must be mailed to the Clerk of the Court, Class Counsel, Nucor's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. 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 and

addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

69. For an objection to be considered by the Court, the objection must also set forth:
- a. the name of this Action (*Sweat v. Nucor Corporation*, Case No. 3:25-cv-00478-MOC-SCR);
 - b. the objector's full name, mailing address, telephone number, and email address (if any);
 - c. the specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - d. information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class;
 - e. 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;
 - 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, Costs, and Service Awards;
 - 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 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;

h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

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).

70. Class Counsel and/or Nucor's Counsel may conduct limited discovery on any objector or objector's counsel.

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

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

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

73. 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.

74. 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. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

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

76. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what

information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Nucor and Class Counsel otherwise agree.

77. 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.

78. 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 10 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.
- 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 for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Nucor'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.

79. 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 Nucor's Counsel. Additionally, Class Counsel and Nucor'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.

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

81. No later than 60 days after the Effective Date or within 30 days of the date that the last claim is approved, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits for any Settlement Class Member who submits a Valid Claim.

82. All Settlement Class Member Benefits made to Settlement Class Members will be made electronically or by paper check. Settlement Class Members who do not open their email or provide incorrect or incomplete electronic payment information shall receive a paper check in the mail.

83. Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void 90 days after issuance and shall bear the language "This check must be cashed within 90 days, after which time it is void." If a check becomes void, the Settlement Class Member shall have 6 months after the Effective Date to request re-issuance. If not request for re-issuance is made within the period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, Nucor shall have no obligation to make payments to the Settlement Class Member under this Agreement. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than 180 days from the Effective Date, requests for re-issuance need not be honored after such checks become void. All other provisions of this Agreement remain in full force and effect.

VI. Final Approval Order and Final Judgment

84. Plaintiff shall file the Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Award, no later than 50 days after the Notice Date. At the Final Approval Hearing, the Court may choose to hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Award. In the Court's discretion, the Court also may 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 Award, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

85. 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 Award. 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 any of the Released Claims, including Unknown Claims, at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims, including Unknown Claims, against Released Parties 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 Nucor and the Released Parties from the Released Claims, including

Unknown Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Nucor, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

IX. Service Award, Attorneys' Fees and Costs

86. **Service Award** – In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling his obligations and responsibilities as Class Representative, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representative in the amount not to exceed \$2,000. The Service Award payment to the Class Representative shall be separate and apart from their entitlement to any Settlement Class Member Benefits.

87. **Attorneys' Fees and Costs** – Class Counsel shall apply to the Court for an award of Attorneys' Fees and Costs of up to \$100,000. Nucor shall pay any award of Attorneys' Fees and Costs in addition to any Settlement Class Member Benefits provided to Settlement Class Members pursuant to this Settlement.

88. Any Attorneys' Fees and Cost Award and any Service Award shall be due and payable to Class Counsel, through a single lump sum payment by mutually agreed upon means to an account designated in advance by Class Counsel, within 30 days after the later of the Court's entry of the Final Approval Order or the Court's entry of an order awarding attorneys' fees, costs, and expenses, regardless of the Effective Date of the Settlement. If the Final Approval Order or the order awarding attorneys' fees, costs, and expenses is reversed or altered, Class Counsel shall repay the fees and costs awarded in accordance with subsequent orders or proceedings in the case. Class Counsel shall distribute the Attorneys' Fees Award and also distribute the Service Award to the Class

Representative. Nucor shall have no obligation with respect to any allocation of the Attorneys' Fees Cost Award and any Service Award other than paying the Attorneys' Fees and Cost Award and Service Award as described in the first sentence of this paragraph 88, and Nucor's obligation shall be fully satisfied at the time payment is received in the account designated by Class Counsel.

89. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and Service Award, and if the Court denies the application or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for Attorneys' Fees and Costs and the Service Award were not negotiated until after all material terms of the Settlement.

X. Releases

90. Settlement Class Members who do not opt-out of the settlement in accordance with Court approved opt-out procedures and deadlines are bound by the release set forth below.

91. The obligation incurred under this Settlement shall be full and final disposition of the Action and of any and all Released Claims, including Unknown Claims, against all Released Parties.

92. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged all Released Claims, including Unknown Claims, against all Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, the Releasing Parties, shall either directly, indirectly, representatively, as a member or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims are asserted.

XI. Termination of Settlement.

93. 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 IV and the Releases set forth in Section X of this Agreement;

b. The Court has entered the Preliminary Approval Order substantially in the form attached to the Motion for Preliminary Approval;

c. Nucor has declined to timely exercise its unilateral option—in the event that more than five percent (5%) or more of the Settlement Class timely and validly request to opt out—to terminate this Settlement in Nucor’s sole discretion;

d. The Court has entered the Final Approval Order substantially in the form attached to the Motion for Final Approval, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

e. The Effective Date has occurred.

94. If any of the conditions specified in the preceding paragraph are not met, then this Agreement shall be cancelled and terminated.

95. Nucor shall have the option to terminate this Agreement if more than 5% of the Settlement Class opt-out of the Settlement. Nucor shall notify Class Counsel and the Court of their intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

96. 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. 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 case 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.

97. In the event this Agreement is terminated or fails to become effective, all Settlement Class Member Benefits shall be promptly returned to Nucor. However, Nucor shall have no right to seek from Plaintiff, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by Nucor.

XII. No Admission of Liability

98. 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. Nucor has denied and continues to deny each of the claims and contentions alleged in the Complaint. Nucor specifically denies that a class could or should be certified in the Action for litigation purposes. Nucor does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Nucor 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.

99. Class Counsel believes 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 fully investigated the facts and law relevant to the merits of the claims, and conducted an 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.

100. 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.

101. 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 Plaintiff or the Settlement Class, 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.

102. In addition to any other defenses Nucor 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.

XIII. Miscellaneous Provisions

103. 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.

104. 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.

105. 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.

106. 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.

107. 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.

108. 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.

109. 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 North Carolina, without regard to the principles thereof regarding choice of law.

110. 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.

111. 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.

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

If to Plaintiff or Class Counsel:

Scott Edward Cole
Cole & Van Note
555 12th Street, Suite 2100
Oakland, CA 94607
sec@colevannote.com

If to Nucor or Nucor's Counsel:

Daniel E. Raymond
Arnold & Porter Kaye Scholer LLP
70 West Madison Street, Suite 4200
Chicago, IL 60602
312-583-2379

Robert J. Katerberg
Arnold & Porter Kaye Scholer LLP
601 Massachusetts Avenue, NW
Washington, D.C. 20001-3743
202-942-6289

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.

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

114. 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.

115. Authority. Class Counsel (for Plaintiff and the Settlement Class), and Nucor's Counsel (for Nucor), 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 Plaintiff and Nucor 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.

116. Agreement Mutually Prepared. Neither Plaintiff nor Nucor 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.

117. 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 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.

118. 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.

119. Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

120. Representations/Warranties Regarding Other Potential Plaintiff or Legal Claims. Class Counsel represents and warrants that they do not represent any clients, or have knowledge of any potential clients, with claims or potential claims against the Released Parties aside from the Released Claims. Plaintiff and Class Counsel each represent and warrant that neither of them is aware of any potential Plaintiff, or any attorney other than Class Counsel, who intends to make demands or bring litigation against the Released Parties. Plaintiff and Class Counsel each further represent and warrant that neither of them has been notified or otherwise informed of any such intention or

consideration thereof. Plaintiff and Class Counsel each further represent and warrant that neither of them has been referred to any other attorney or any other individual alleging to have, asserting, pursuing, or seeking to pursue any claims against the Released Parties. Class Counsel represents and warrants that they have removed all advertisements, including social media posts, soliciting potential clients to pursue claims against Nucor or any of the Released Parties. Class Counsel further represents and warrants that they have removed any other publications, including social media posts, announcing, publicizing, or describing the Released Claims, to the extent published by Class Counsel.

Signature Page to Follow

PLAINTIFF

Michael Sweat

ID U73BfRGhRZZ6JS7Ezi8wnr4W

MICHAEL SWEAT

CLASS COUNSEL



SCOTT EDWARD COLE
COLE & VAN NOTE

NUCOR

NUCOR CORPORATION

By: _____
Title: _____

NUCOR'S COUNSEL

DANIEL E. RAYMOND
ARNOLD & PORTER, KAYE, SCHOLER, LLP

PLAINTIFF

MICHAEL SWEAT

CLASS COUNSEL

SCOTT EDWARD COLE
COLE & VAN NOTE

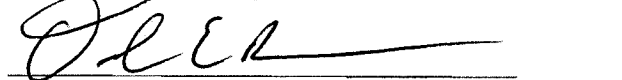
NUCOR



NUCOR CORPORATION

By: Michael D. Keller
Title: Vice President & Corporate Controller, R

NUCOR'S COUNSEL

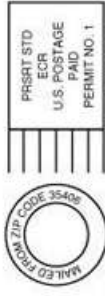


DANIEL E. RAYMOND
ARNOLD & PORTER, KAYE, SCHOLER, LLP

EXHIBIT 1

[Nucor Settlement]
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479

LEGAL NOTICE BY ORDER
OF THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT
OF NORTH CAROLINA



<MAILER ID>
<NAME>
<ADDRESS 1>
<ADDRESS 2>
<CITY, STATE ZIP>

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

Because Nucor Corporation notified you of a Data Incident discovered around May 13, 2025, you could get benefits from a class action settlement.

This Notice contains information about a proposed class action settlement with Nucor Corporation (“Nucor”). More information can be found at www.settlementwebsite.com or by calling toll-free at 1-xxx-xxx-xxxx, or email at **[EMAIL ACCOUNT]**. Your rights may be affected whether you act or don’t act.

What is this Notice for? This Notice is being sent to inform you that a settlement has been reached in the lawsuit, *Sweat v. Nucor Corporation*, Case No. 3:25-cv-00478, pending in the United States District Court for the Western District of North Carolina. The lawsuit arises out of a third party’s unauthorized acquisition of certain electronic files of Nucor’s that contained certain personal information (the “Data Incident”). In June of 2025, Nucor began sending individuals who were potentially affected by the Data Incident written notice and provided, as an added precaution, a two-year subscription to Equifax’s Complete Premier service at no cost. Nucor denies any wrongdoing and liability in connection with the allegations in the lawsuit. This class settlement has been preliminarily approved.

Who is included? Class Members include all individuals to whom Nucor sent notice in or around June 2025 relating to the Data Incident and the recipients’ personal information. Excluded from the Settlement Class are all those persons who submit timely and valid requests for exclusion from the Settlement Class.

What are my options? You can file a claim to receive settlement benefits, do nothing, exclude yourself from the Settlement, or object to the Settlement. To file a claim to receive settlement benefits go to www.settlementwebsite.com and submit a Claim Form either electronically or postmarked no later than **[entry of the Preliminary Approval Order + 90 Days]**. To object to or exclude yourself from the Settlement, go to www.settlementwebsite.com and follow the directions to do so no later than **[entry of the Preliminary Approval Order + 90 Days]**. If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments and the release contained in the Settlement between the parties in the lawsuit, even if you do not file a claim. You will be considered a member of the Settlement Class unless you timely exclude yourself from the settlement (*i.e.*, "opt-out").

What can I get? Under the proposed Settlement, Class Members who submit a Valid Claim by **[entry of the Preliminary Approval Order + 90 Days]**, are entitled to:

- 1) Reimbursement:** if you incurred certain expenses after the Data Incident, you may be entitled to a cash payment. To receive reimbursement you must submit a Valid Claim and attest under penalty of perjury that the expenses are fairly traceable to the Data Incident. These expenses include (a) up to three (3) hours of lost time spent remedying issues fairly traceable to the Data Incident (calculated at \$25.00 per hour), (b) documented out-of-pocket expenses or monetary loss (up to \$700 per Class Member for ordinary expenses), and (c) documented extraordinary expenses (up to \$7,500 per Class Member), as outlined in the Settlement (available on the settlement website, at www.settlementwebsite.com).

2) Twenty-Four Months of Credit Monitoring: If you did not previously enroll in the complimentary credit monitoring program, as part of the settlement, Nucor is once again giving you the opportunity to receive twenty-four (24) months of credit monitoring services at no cost to you upon submission of a timely, Valid Claim.

How do I file a claim? Class Members may submit a claim online using the login and password below at www.settlementwebsite.com or via mail to the XXXXXX, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479. You can also request a claim form by mail by returning the Address Change Form attached.

Login: XXXX **Password:** YYYY

What happens next? The Court will hold a Final Approval Hearing to decide whether the Settlement is fair, reasonable, and adequate. You or (at your own cost) your attorney may ask permission to speak at the hearing. Please check www.settlementwebsite.com for updates on the hearing.

How do I get more information? If you wish to file a claim, object, or exclude yourself from the Settlement, you must follow the procedures outlined on the Settlement Website www.settlementwebsite.com. **Please do not contact the Court Clerk, the Judge, Nucor's Counsel, or Nucor; they are not in a position to give you any advice about the Settlement.**

Carefully separate this Address Change Form at the perforation. Only complete to provide the administrator an updated address. This is not a claim form. Check here if you are requesting a claim form by mail

Name: _____

Current Address: _____

Postage
Required
Post Office will
not deliver
without proper
postage.

XXXXXXXXXXXX

c/o RG/2 Claims Administration

P.O. Box 59479

Philadelphia, PA 19102-9479

EXHIBIT 2

Notice of Class Action and Proposed Settlement

If Nucor Corporation (“Nucor”) notified you of a Data Incident Nucor discovered around May 13, 2025, you may be eligible for compensation benefits from a class action settlement.

The United States District Court for the Western District of North Carolina has preliminarily approved a class action settlement that may affect your legal rights.

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

- A class action settlement has been reached in the case of *Sweat v. Nucor Corporation*, Case No. 3:25-cv-00478, pending in the United States District Court for the Western District of North Carolina. Full copies of the Settlement, Complaint, and other case documents may be reviewed at the Settlement Website at [\[www.settlementwebsite.com\]](http://www.settlementwebsite.com).
- The lawsuit arises out of a third party’s unauthorized acquisition of certain files of Nucor Corporation’s (“Nucor” or “Defendant”) that contained certain personal information discovered by Nucor around May 13, 2025 (the “Data Incident”). On approximately May 13, 2025, Nucor identified a cybersecurity incident involving unauthorized third party access to certain data contained in information technology systems used by Nucor. Nucor immediately took steps to contain, assess, and remediate the incident, including activating its incident response plan, proactively taking potentially affected systems offline, restoring affected data, and implementing other containment, remediation, and recovery measures. Nucor also engaged leading external cybersecurity experts to assist with its investigation and recovery efforts and notified federal law enforcement authorities. The investigation found that between May 3, 2025 and May 13, 2025, an unauthorized third party accessed and acquired certain data stored in the Nucor environment. Nucor determined that some of the data accessed and acquired without authorization likely included personal information. Nucor then undertook a thorough and time-intensive review of that data to confirm that certain personal information was impacted. This review was completed on approximately June 16, 2025. Shortly thereafter, on or about June 24, 2025, Nucor began sending individuals who were potentially impacted by the incident written notice of the Data Incident. In the written notice, and as an added precaution, Nucor offered Plaintiff and the Settlement Class a two-year subscription to Equifax’s Complete Premier credit monitoring service at no cost. Nucor denies wrongdoing and liability in connection with the allegations in the lawsuit.
- On [\[•\]](#), the Court preliminarily approved this settlement (the “Settlement”) and, by agreement of the parties to the lawsuit (the “Parties”), certified this lawsuit to proceed as a class action for settlement purposes only. A full copy of the Settlement may be reviewed at the Settlement Website at [\[www.settlementwebsite.com\]](http://www.settlementwebsite.com). This Notice contains only a summary of the Settlement.
- If you received notice from Nucor in or around June 2025 related to the Data Incident and your personal information, then you are a member of the Settlement Class. Excluded from the Settlement Class are all those persons who timely and validly request exclusion from the Settlement Class, as well as: (i) officers and directors of Nucor and/or the Related Entities; and (ii) the members of the judiciary who have presided or are presiding over this matter and their families and staff.
- If you are a Settlement Class Member, then you may be entitled to compensation and other benefits under the terms of the Settlement. If you are a Settlement Class Member and you wish to file a claim, object to the Settlement, or exclude yourself from the Settlement, you must follow the procedures contained in the Settlement and outlined in this Notice.
- This notice is to advise you of the status of the lawsuit, the terms of the proposed Settlement, and your rights in connection with the Settlement. This is not a lawsuit against you.

- Your legal rights related to this lawsuit are affected whether you act or don't act. **Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

ACTION	EXPLANATION	DUE DATE
DO NOTHING	You will be included in the Settlement Class but receive no benefits. You will be bound by the Court’s judgment of dismissal and release claims against Nucor/Released Parties relating to the Data Incident.	No deadline
SUBMIT A CLAIM FORM	Settlement Class Members can choose to submit a claim to receive Settlement benefits. You must submit a Valid Claim to the Settlement Administrator to receive any benefits from this Settlement. For more information about submitting a claim, see question 7. You will be bound by the Court’s judgment of dismissal and release claims against Nucor/Released Parties relating to the Data Incident.	[entry of the Preliminary Approval Order + 90 Days]
ASK TO BE EXCLUDED	If you choose to exclude yourself (<i>i.e.</i> , opt out), you will not be included in the Settlement. You will receive no benefits and you will not release any claims you may have against Nucor/Released Parties relating to the Data Incident.	[entry of the Preliminary Approval Order + 90 Days]
OBJECT	If you wish to object to the Settlement, you must timely submit your objection to the Clerk of the Court, with copies to the attorneys for the Parties and the Settlement Administrator. If you exclude yourself from the Settlement, you cannot file an objection. Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement. Please see question 12 below for the details on how to object to the settlement.	[entry of the Preliminary Approval Order + 90 Days]

BASIC INFORMATION

1. Why did I receive a mailing notifying me of this Settlement?

If you received a mailing about this Settlement, it is because records show that you received a notice from Nucor in or around June 2025 related to the Data Incident and your personal information . If these records are correct, you are a Settlement Class Member and you may be entitled to receive Settlement Class Member Benefits if you submit a Valid Claim to the Settlement Administrator before the deadline, and if the Court grants final approval of the Settlement. You also have other options as described in this notice.

2. What is a class action and who is involved?

In a class action lawsuit, one or more people called “class representatives” (in this case, Michael Sweat) sue on behalf of other people who have similar claims. The people together are a “class.” The entity they sued (in this case, Nucor) is called the “defendant.” One court resolves the issues for every member of the “class” who does not exclude himself/herself.

3. Why is this lawsuit a class action?

The Parties have agreed and the Court has preliminarily decided that, for settlement purposes only, this lawsuit can proceed as a class action because it meets the requirements of applicable court rules. Specifically, the Court found that, for settlement purposes only, there are a sufficient number of people who may have been affected by the Data

Incident at issue in this case, there are legal questions common to each of them, any claims or defenses of the representative parties are typical to those of the class, the Class Representative will fairly and adequately represent the Settlement Class's interests; and this class action will be more efficient than having many individual lawsuits.

4. What is this lawsuit about?

The United States District Court for the Western District of North Carolina is overseeing this class action. The case is known as *Sweat v. Nucor Corporation*, Case No. 3:25-cv-00478. The individual who sued is called the "Plaintiff" or the "Class Representative."

Plaintiff filed a lawsuit against Nucor, individually, and on behalf of anyone to whom Nucor sent notice relating to the Data Incident and the recipients' personal information. The lawsuit arises out of unauthorized access of certain files of Nucor that contained personal information (the "Lawsuit"). The Lawsuit is only against Nucor and not the third parties who acquired the information.

Nucor denies wrongdoing and liability in connection with the Lawsuit. The Court has not made any ruling on the merits of this case. To resolve this matter without the expense, delay, and uncertainties of continued litigation, the Parties have reached a Settlement, which resolves all claims against Nucor. The Settlement is not in any way an admission of wrongdoing or liability by Nucor and does not imply that there has been, or would be, any finding that Nucor violated the law. The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has certified the Settlement Class for settlement purposes only and subject to final approval of the Settlement, so that members of the Settlement Class can be given this notice and the opportunity to submit a claim, object, or exclude themselves from the Settlement Class. If the Court does not grant final approval of the Settlement, or if it is terminated by the Parties, the Settlement will be terminated, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

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

You are included in the Settlement if you were mailed a notification by Nucor related to the Data Incident and your personal information. You will be considered a member of the Settlement Class unless you timely opt-out of the Settlement. If you are not sure whether you are included or have any other questions about the Settlement, visit [\[website\]](#), call toll free [\[number\]](#), or write to [\[address\]](#).

6. What does the Settlement Provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Expense Reimbursement

- 1) **Documented out-of-pocket expense reimbursement:** All Settlement Class Members are eligible for reimbursement for the following documented unreimbursed out-of-pocket expenses, provided they are fairly traceable to the Data Incident and do not exceed \$700.00 total per Settlement Class Member: (i) bank fees; (ii) long distance telephone charges; (iii) cell phone charges (if charged by the minute), data charges (if charged by the amount of data usage incurred solely as a result of the Data Incident); (iv) postage; (v) gasoline for local travel or (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between the date of the Data Incident and the date of the close of the Claims Deadline (collectively, "Out-of-Pocket Expenses").
- 2) **Lost time reimbursement:** Settlement Class Members are also eligible to receive reimbursement for up to four (3) hours of lost time spent remedying issues fairly traceable to the Data Incident (calculated at \$25.00 per hour), but only if the Settlement Class Member attests that any claimed lost time was spent in connection

with efforts to remedy issues fairly traceable to the Data Incident; and (ii) provides a written description of how the claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident (“Lost Time”). Claims made for Lost Time can be combined with reimbursement for the above-referenced Out-Of-Pocket Expenses, and are subject to the same total aggregate cap of \$700.00 per Settlement Class Member.

- 3) **Documented extraordinary out-of-pocket expense reimbursement:** Settlement Class Members can also receive reimbursement for any documented extraordinary monetary out-of-pocket losses up to \$7,500.00 per Settlement Class Member, to the extent not already covered by Out-of-Pocket Expenses if they establish that their identity was stolen as a result of the Data Incident. Settlement Class Members must provide sufficient documentary proof that their identity was stolen as a result of the Data Incident to be eligible for the following unreimbursed extraordinary out-of-pocket expenses:
1. Documented professional fees and other costs incurred to address actual identity fraud or theft;
 2. Other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations (collectively with (1) above, “Extraordinary Expenses”).
- 4) **Credit monitoring services for those who did not enroll previously:** As a precaution, in June of 2025 Nucor offered all those who received notice of the Data Incident a two-year subscription to Equifax’s Complete Premier service at no cost. If you have already enrolled in credit monitoring, there is nothing more you need to do. If you did not enroll, as part of the Settlement Nucor is once again giving you the opportunity to receive twenty-four (24) months of credit monitoring services at no cost to you upon submission of a timely, Valid Claim. You do not need to claim any monetary reimbursement as part of a Valid Claim in order to enroll in the credit monitoring.

Reimbursement Terms: To receive compensation for Out-of-Pocket Expenses, Extraordinary Expenses, or Lost Time, you must submit a Valid Claim subject to the penalty of perjury along with any necessary supporting documentation (other than an adequate written description for Lost Time) by [\[Entry of the Preliminary Approval Order + 90 Days\]](#), as outlined in the Settlement. For Extraordinary Expenses and Out-of-Pocket Expenses, you must submit reasonable documentation reflecting that the out-of-pocket losses claimed were both actually incurred and fairly traceable to the Data Incident and have not otherwise been reimbursed by another source. This documentation must include receipts or similar documentation that documents the costs incurred. “Self-prepared” documents, such as handwritten receipts, by themselves are insufficient to receive reimbursement. To claim Lost Time, you must provide an attestation under penalty of perjury indicating that the time claimed was spent in connection with remedying issues fairly traceable to the Data Incident and a written description of how the claimed lost time was spent in connection with remedying issues fairly traceable to the Data Incident. If you submit a claim for Out-of-Pocket Expenses and Extraordinary Expenses, you must exhaust all reimbursement insurance benefits covering losses due to identity theft and stolen funds available to you in connection with the credit monitoring protections already provided by Nucor before Nucor is responsible for any Out-of-Pocket or Extraordinary Expenses claimed, as outlined in the Settlement. You can review the Claim Form at [\[www.settlementwebsite.com\]](http://www.settlementwebsite.com) to see an explanation of the types of loss that will be considered, as well as specific documentation requirements.

Remedial Measures: As reflected in the Settlement, Nucor has worked with its outside cybersecurity experts to further reinforce its information technology systems and to prevent future unauthorized access.

Fees, Costs, and Expenses Associated with the Settlement: As outlined in the Settlement, Nucor has agreed (1) to pay the attorneys’ fees, costs, and expenses incurred by Class Counsel in the Litigation, as approved by the Court,

in an amount not to exceed one hundred thousand dollars (\$100,000.00); and (2) not to contest a request for incentive award of up to two thousand dollars (\$2,000.00) to the named Plaintiff.

Compensation Process: For those Class Members entitled to a cash payment, the exact amount of such payment is unknown at this time and may vary depending on several factors, as outlined above and in the Settlement. Pursuant to the terms of the Settlement, the Settlement Administrator will calculate the final amount that is due to each eligible Settlement Class Member and shall pay each eligible Settlement Class Member who timely returns a completed Valid Claim Form and who does not actively exclude himself or herself from the Class and who otherwise qualifies for payment pursuant to the terms of the Settlement.

7. How do I receive a benefit?

If you are an eligible Settlement Class Member and you do not opt-out of the Settlement, and if you wish to receive compensation from the Settlement, then you must make a Valid Claim by [entry of the Preliminary Approval Order + 90 Days], consistent with the Settlement.

Claims can be filed online at [www.settlementwebsite.com] by [entry of the Preliminary Approval Order + 90 Days] or by mailing your claim form to the Settlement Administrator at [Nucor Settlement; ADDRESS]. You may also contact the Settlement Administrator toll-free at [1-XXX-XXX-XXXX], or via email at [EMAIL ACCOUNT], with any questions. Claims for distribution submitted after [entry of the Preliminary Approval Order + 90 Days] will not be paid.

8. How will I receive payments?

The Settlement Administrator will issue a check to each Class Member entitled to compensation under the Settlement either within sixty (60) days of the Effective Date or within thirty (30) days of the date that the last claim is approved, whichever is later. If there is an appeal of the Settlement, payment may be delayed. Cashing the settlement check is a condition precedent to any Settlement Class Member's right to receive monetary settlement benefits. All settlement checks shall be void ninety (90) days after issuance. If a check becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance.

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. Updated information about the case can be obtained through Class Counsel at the telephone number or email address provided below.

YOUR RIGHTS AND OPTIONS

9. What happens if I do nothing at all?

If you do nothing, you will not get any benefit from the Settlement, you will not be able to sue Nucor or the Released Parties for claims in this case, and you release the claims against Nucor and Released Parties, as outlined in the Settlement.

10. What does it mean to be excluded from the Settlement?

You have the right to exclude yourself from (i.e., "opt out" of) the Settlement Class. If you exclude yourself, you will not be eligible to receive any compensation and/or benefits from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in the lawsuit, and you will keep your right to sue Nucor on your own for the claims that this Settlement resolves.

If you already have, or intend to file, your own lawsuit against Nucor about the same claims in this lawsuit and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself, you will not be legally bound by the Court's judgment of dismissal in this case. If you start your own lawsuit against Nucor after you exclude

yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against Nucor, you should talk to your own lawyer.

11. How do I ask the Court to exclude me from the “class” in this case?

To exclude yourself from the Class, you must sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator and listed in [DESCRIBE WHERE THE PO BOX # CAN BE FOUND]. The written notice must clearly state your intent to be excluded from the Settlement Class. All requests for exclusion must be submitted, signed, and mailed to the Settlement Administrator and postmarked no later than [entry of the Preliminary Approval Order + 90 Days]. If you return a late request for exclusion, the request will be deemed invalid, and you will remain a member of the Class and will be bound by all of the terms of the Settlement.

YOU CANNOT EXCLUDE YOURSELF BY TELEPHONE OR BY SENDING AN EMAIL.

DO NOT SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION. IF YOU SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION, YOUR CLAIM FORM WILL BE DISREGARDED.

12. How do I object to the settlement?

You have the right to object to the Settlement if you wish. To object, you must file a written statement with the Clerk of the Court, located at United States District Court for the Western District of North Carolina, 319 U.S. Courthouse Building, 100 Otis Street, Asheville, North Carolina 28801, containing the case name and docket number *Sweat v. Nucor Corporation*, Case No. 3:25-cv-00478, no later than [entry of the Preliminary Approval Order + 90 Days], and simultaneously send copies to the Settlement Administrator and to Class Counsel and counsel for Nucor at the addresses below. You must mail a copy of your objection to the following three places postmarked no later than [entry of the Preliminary Approval Order + 90 Day]:

COURT	CLASS COUNSEL	NUCOR'S COUNSEL
United States District Court Western District of North Carolina 319 U.S. Courthouse Building 100 Otis Street Asheville, NC 28801	Scott Edward Cole Cole & Van Note 555 12 th Street, Suite 2100 Oakland, CA 94607	Daniel E. Raymond Arnold & Porter Kaye Scholer LLP 70 W. Madison Street Suite 4200, Chicago, IL 60602

Your objection must include: (i) the name of the litigation (*Sweat v. Nucor Corporation*, Case No. 3:25-cv-00478-MOC-SCR); (ii) your full name, mailing address, telephone number, and e-mail address (if any); (iii) the specific reasons for objection, accompanied by any legal support for the objection known to the you or your counsel; (iv) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (v) the number of times you have objected to a class action settlement within the 5 years preceding the date that you file the objection as well as the caption of each case in which you have objected and a copy of any orders related to or ruling upon your objection that were issued by the trial and appellate courts in each listed case; (vi) the identity of any and all counsel representing you in connection with the objection, including any former or current counsel who may be entitled to compensation for any reason related to the objection; (vii) the number of times in which your counsel and/or your 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 law firm's prior objections that were issued by the trial and appellate courts in each listed case in which your counsel and/or your counsel's law firm have objected to a class action settlement within the preceding 5 years; (viii) any and all agreements that relate to the objection or the process of objecting, whether oral or written, between you and your counsel and any other person or entity; (ix) a list of all persons who will be called to testify at the Final Approval

Hearing in support of the objection (if any); (x) a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; (xi) and your signature (an attorney's signature is not sufficient).

You will not be excluded from the Settlement by filing an objection. If you have submitted a request for exclusion from the Settlement, you cannot file an objection.

Any attorney you may hire for the purpose of making an objection must file his or her entry of appearance on or before **INSERT**. The entry of appearance shall be filed with the Clerk of the Court with a copy served upon Class Counsel and Nucor's Counsel.

Any Settlement Class Member who does not timely file and serve this written objection will not be permitted to raise an objection, except for good cause shown, and any Settlement Class Member who fails to object in the manner described above will be deemed to have waived objections to the claim and will be foreclosed from raising any objections.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

For purposes of this settlement, the Class Representative and the Settlement Class are represented by Class Counsel. Class Counsel is Scott Edward Cole of Cole & Van Note.

You will not be personally charged for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Is there a release or waiver of claims?

Yes. Unless you affirmatively exclude yourself, you will agree to the "Release" of claims as described in Section **X** of the Settlement. That means that you cannot sue, continue to sue, or be part of any other lawsuit against Nucor or other Released Parties for any of the Released Claims. It also means that the Court's orders will apply to you and legally bind you. You may view the Settlement for the full language of the claims you will give up if you remain in the Settlement by requesting a copy from the Settlement Administrator or viewing it online at www.settlementwebsite.com.

THE COURT'S FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the settlement?

The Court has already granted preliminary approval of the Settlement. The Court will hold a Final Approval Hearing on **[DATE]** at **[TIME]**, in **[Courtroom #]** of the United States District Court for the Western District of North Carolina, located at 319 U.S. Courthouse Building, 100 Otis Street, Asheville, NC 28801. The Final Approval Hearing may be continued to a future date without further notice. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider and rule on them. The Court may also decide the amount of attorneys' fees, costs, and expenses to pay Class Counsel and the amount of incentive awards to pay Class Representatives. After the hearing, the Court will decide whether to approve the Settlement.

If the Court does not approve the Settlement, or if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, Settlement Class Members will receive no benefits from the Settlement. Plaintiffs, Nucor, and all of the Settlement Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (subject to approval or otherwise), and the Plaintiffs and Nucor will continue to litigate the case. There can be no assurance that, if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

16. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you may come to Court to talk about it. You may also pay your own lawyer to attend, if you so choose.

GETTING MORE INFORMATION

17. Are more details available?

This notice summarizes the proposed Settlement. More details are in the Settlement. You can obtain a copy of the Settlement at www.settlementwebsite.com, request a copy via email to EMAIL ACCOUNT, or call the Settlement Administrator toll-free at [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX).

Please do not contact the Court Clerk, the Judge, Nucor’s Counsel, or Nucor; they are not in a position to give you any advice about the Settlement.

DEADLINE SUMMARY

18. What are the important deadlines?

The following are the important dates and deadlines under the proposed Settlement:

Last Day to Submit Request for Exclusion:	[entry of the Preliminary Approval Order + 90 Days]
Last Day to File and Serve Objections:	[entry of the Preliminary Approval Order + 90 Days]
Last Day to File a Claim Form:	[entry of the Preliminary Approval Order + 90 Days]
Final Approval Hearing:	[INSERT]

EXHIBIT 3

Sweat v. Nucor Corporation
Settlement Class Member Claim Form
United States District Court for the Western District of North Carolina
No. 3:25-cv-000478

DEADLINE: THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY **[entry of the Preliminary Approval Order + 90 Days]** AND MUST BE FULLY COMPLETED, SIGNED UNDER PENALTY OF PERJURY, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT. YOUR FAILURE TO SUBMIT A TIMELY AND COMPLETE CLAIM FORM WILL RESULT IN YOUR FORFEITING ANY COMPENSATION AND/OR CREDIT MONITORING BENEFITS FOR WHICH YOU MAY BE ELIGIBLE UNDER THE SETTLEMENT.

Instructions: Please read carefully the Notice of Class Action Settlement (“Notice”), which is included with this Claim Form. If Nucor Corporation (“Nucor”) notified you of a Data Incident Nucor discovered around May 13, 2025, you may be eligible for benefits from a class action settlement.

YOU MUST TIMELY COMPLETE AND SUBMIT THIS CLAIM FORM TO BE ELIGIBLE TO RECEIVE COMPENSATION AND/OR CREDIT MONITORING BENEFITS UNDER THE SETTLEMENT. FAILURE TO COMPLETE THIS CLAIM FORM MEANS YOU WILL RECEIVE NO BENEFITS UNDER THE SETTLEMENT, BUT WILL BE BOUND BY THE COURT’S DISMISSAL AND RELEASE OF CLAIMS AGAINST NUCOR RELATED TO THE DATA INCIDENT.

If you wish to receive compensation and/or credit monitoring benefits from the Settlement, you must take all of the following steps:

- Complete all gray-highlighted sections in the “Your Contact Information” section of this Claim Form in black or blue ink or electronically.
- Check the box next to the benefit(s) you are claiming.
- If you are claiming settlement benefits, complete the gray-highlighted sections relating to the type(s) of settlement benefits you are claiming and provide the information and documentation requested in the section(s).
- Sign and date this Claim Form below attesting, under penalty of perjury, that the statements and information you have provided are true and correct.
- Return this Claim Form by the Deadline (**[entry of the Preliminary Approval Order + 90 Days]**) to: **[Nucor Settlement; ADDRESS]** or online at **[www.settlementwebsite.com]**. For questions, visit **[www.settlementwebsite.com]**, email at **[EMAIL ACCOUNT]**, or call **[1-XXX-XXX-XXXX]**.

YOUR CONTACT INFORMATION		
Name:	<div style="border-bottom: 1px solid black; height: 15px; background-color: #e0e0e0; margin-bottom: 2px;"></div> <div style="display: flex; justify-content: space-between; font-size: small; margin: 0 5px;"> First Middle Last </div>	
Address:	<div style="border-bottom: 1px solid black; height: 15px; background-color: #e0e0e0; margin-bottom: 2px;"></div> <div style="text-align: center; font-size: small; margin: 0 5px;">(You must provide a street address. A P.O. Box will not be accepted.)</div> <div style="border-bottom: 1px solid black; height: 15px; background-color: #e0e0e0; margin-bottom: 2px;"></div> <div style="display: flex; justify-content: space-between; font-size: small; margin: 0 5px;"> City State ZIP Code </div>	
Current Phone Number:	<div style="border-bottom: 1px solid black; height: 15px; background-color: #e0e0e0; margin-bottom: 2px;"></div> <div style="font-size: small; margin: 0 5px;">(Please provide a phone number where you can be reached if further information is required).</div>	
Current Email Address:	<div style="border-bottom: 1px solid black; height: 15px; background-color: #e0e0e0; margin-bottom: 2px;"></div> <div style="font-size: small; margin: 0 5px;">(Please provide an email address where you can be reached for enrollment in the Credit Monitoring Services benefit).</div>	
<div style="font-size: small;">Check this box if you do not have an email address: <input type="checkbox"/></div>		

CLASS MEMBERSHIP

By submitting this Claim Form, you attest that you are a Class Member in this Settlement, meaning that Nucor sent you a notice in or around June 2025 relating to the Data Incident and your personal information.

SETTLEMENT BENEFITS

(check the box next to each benefit you claim)

Credit Monitoring Services (for those who did not enroll previously).

As a precaution, in June of 2025 Nucor offered all those affected by the Data Incident a two-year subscription to Equifax's Complete Premier service at no cost. If you have already enrolled in credit monitoring, there is nothing more you need to do. If you did not enroll, as part of the Settlement, Nucor is once again giving you the opportunity to receive twenty-four (24) months of credit monitoring services at no cost to you.

Expense Reimbursement.

Documented Out-of-Pocket Expenses. If you incurred documented out-of-pocket expenses that are fairly traceable to the Data Incident Nucor discovered around May 13, 2025, please describe in the box below the amount of loss(es) you are claiming, not to exceed an aggregate total of \$700.00. Documented unreimbursed out-of-pocket expenses may include: (i) bank fees; (ii) long distance telephone charges; (iii) cell phone charges (if charged by the minute), data charges (if charged the amount of data usage incurred solely as a result of the Data Incident); (iv) postage; (v) gasoline for local travel; or (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between the Data Incident and **entry of the Preliminary Approval Order + 90 Days**. ("Out-of-Pocket Expenses")

\$ _____.

Documented Extraordinary Out-of-Pocket Expenses. If you incurred extraordinary out-of-pocket expenses not already covered by documented Out-of-Pocket Expenses, please describe in the box below the amount of loss(es) you are claiming, not to exceed \$7,500.00. Documented extraordinary out-of-pocket expenses may include: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations ("Extraordinary Expenses").

\$ _____.

By submitting this claim for Extraordinary Expenses, you are attesting, subject to penalty of perjury, that these Extraordinary Expenses were incurred as a result of the Data Incident and actual identity theft or fraud and that these losses or expenses have not otherwise been reimbursed from another source.

In addition providing the amount, you must provide to the Claims Administrator reasonable documentation of the Out-of-Pocket Expenses and Extraordinary Expenses claimed above to allow for assessment and validation of these claims. This documentation must include receipts or similar documentation, not "self-prepared" documents such as handwritten receipts. If documentation cannot be provided, you must provide in the box below (and can use a separate paper if more space is needed) an explanation as to why documentation cannot be provided. That reason will be considered by the Claims Administrator and Counsel.

[Empty box for providing explanation of missing documentation]

Lost Time. If you spent time in connection with efforts to remedy issues fairly traceable to the Data Incident discovered by Nucor around May 13, 2025, and described in the notice from Nucor, you may be eligible to receive reimbursement for up to three (3) hours of lost time, calculated at twenty-five dollars (\$25.00) per hour. Please state the precise number of hours you have expended in connection with efforts to remedy issues fairly traceable to the Data Incident.

_____ hours of lost time, at the rate of \$25.00 per hour

In addition to providing the number of hours, you must describe how the claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident, to allow for assessment and validation of your claim. Please provide that description below. (You can use a separate paper if more space is needed).

By submitting this claim for Lost Time, you are attesting, under penalty of perjury, that this time was spent remedying issues fairly traceable to the Data Incident

Submission of a claim does not guarantee expense reimbursement. In connection with a Valid Claim, each Class Member may receive up to, but no more than, \$700.00 per Settlement Class Member for documented Out-of-Pocket Expenses and Lost Time. Settlement Class Members may not receive more than \$7,500.00 for documented Extraordinary Expenses. This process takes time. Please be patient.

The Claims Administrator may require the submission of supplemental information and documentation reasonably necessary to evaluate any claims.

I understand that I am bound by the terms and releases set forth in the Settlement.

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

Signature: _____

Date: _____

Printed Name: _____

CLAIM FORMS MUST BE SUBMITTED ONLINE OR POSTMARKED NO LATER THAN [entry of the Preliminary Approval Order + 120 Days] TO BE ELIGIBLE FOR PAYMENT. FILE ONLINE AT: [WWW.SETTLEMENTWEBSITE.COM] OR MAIL THIS CLAIM FORM TO: [Nucor Settlement; ADDRESS]. If you have questions, you may call the Claims Administrator at 1-8XX-XXX-XXX, or email at [EMAIL ACCOUNT]. **Please do not contact the Court Clerk, the Judge, Nucor's Counsel, or Nucor; they are not in a position to give you any advice about the Settlement.**

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Up to \\$200K Nucor Corporation Settlement Resolves Class Action Lawsuit Over May 2025 Data Breach](#)
