E-FILED; Montgomery Circuit Court
Docket: 4/21/2026 5:23 PM; Submission: 4/21/2026 5:23 PM
Envelope: 26127612

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release is entered into between and among Plaintiffs Chloris Smith, and Jermaine Jackson, Jr. ("Plaintiffs"), individually and on behalf of all others similarly situated, and Red Coats, Inc. ("Defendant" or "Red Coats") (collectively, the "Settling Parties"), subject to preliminary and final approval by the Circuit Court for Montgomery County, Maryland (the "Court").

WHEREAS, Plaintiffs filed separate putative class actions in the United States District Court for the District of Maryland against Defendant alleging that Defendant failed to adequately secure their Personal Information,[1] which may have been compromised in a data security incident on or about May 26, 2025. The actions were consolidated on November 12, 2025;

WHEREAS, on or about January 13, 2026, Plaintiffs voluntarily dismissed the consolidated action in the United States District Court for the District of Maryland and, on or about February 24, 2026, refiled the action, presently pending in the Court and captioned *as Rush et al. v. Red Coats, Inc.*, Civil Action No. Case No. C-15-CV-26-001098 in the Circuit Court for Montgomery County, Maryland (the "Action");

WHEREAS, Defendant asserts numerous legal and factual defenses to the claims made in the Action, and specifically denies each and all of the claims and contentions alleged against it in the Action, and deny all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action;

WHEREAS, Plaintiffs and Class Counsel believe the claims in the Action have merit. Class Counsel has investigated the facts and events underlying the claims, studied the applicable law, and carefully evaluated the strengths and weaknesses of the claims in the Action;

WHEREAS, the Settling Parties, through their counsel, have engaged in extensive negotiations regarding potential resolution of this matter, before ultimately reaching a settlement in principle as to all claims;

WHEREAS, Plaintiffs and Class Counsel have concluded, after investigating the facts and carefully considering the circumstances of the Action, including the claims, the posture of the litigation, and the possible legal, factual, and procedural defenses, that entering into this Agreement is in the best interests of the Class Members. The Agreement provides Class Members significant benefits, avoids the uncertainties of litigation, and ensures that the benefits are delivered promptly to the Class. Plaintiffs consider the Settlement Agreement to be fair, reasonable, and adequate, and in the best interests of the Class;

WHEREAS, Defendant, after vigorous, arm's-length negotiations, has agreed to provide certain monetary and non-monetary measures in settlement for the benefit of the Class, as provided in this Agreement;

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[1] Capitalized terms, not defined throughout the Agreement, are defined in Section I.

WHEREAS, Defendant, while maintaining that it has valid and complete defenses to the claims in the Action, has agreed to enter into this Agreement to avoid further expense, inconvenience, and the burden of continued litigation. By doing so, Defendant seeks to resolve the matter without an admission of wrongdoing or liability;

NOW, THEREFORE, it is agreed by and between the undersigned on behalf of Defendant and Plaintiffs, on behalf of the Settlement Class, that any and all claims asserted, or that could have been asserted, against Defendant and the Released Persons relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class Members, and any other such actions by and on behalf of any other consumers and putative classes of consumers originating, or that may originate, in jurisdictions in the United States against Defendant and the Released Persons relating to the Data Incident, subject to the approval of the Court, on the following terms and conditions.

I. DEFINITIONS

In addition to the terms defined at various points within the Agreement, the following definitions of terms apply throughout the Agreement.

1. **"Action"** means the action captioned *as Rush et al. v. Red Coats, Inc*., Case No. C-15-CV-26-001098 in the Circuit Court for Montgomery County, Maryland.

2. **"Agreement"** or **"Settlement Agreement"** means this agreement.

3. **"Approved Claims"** means any Claim Forms approved by the Settlement Administrator or found to be valid through the appeal process described in Paragraph 44 of this Agreement.

4. **"Claim Form**" means the form, substantially in the format attached as Exhibit A, that Settlement Class Members must complete and submit on or before the Claim Deadline to receive the benefits contemplated by this Agreement.

5. **"Claim Deadline**" means the last day to submit a timely Claim Form, which will be ninety (90) days after the Notice Deadline.

6. **"Class" or "Class Members"** means all persons who were sent written notification of the Data Incident. The Class specifically excludes: (i) the Judge assigned to evaluate the fairness of this settlement; and (ii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. The Class consists of approximately 35,000 members.

7. **"Class Counsel"** means Milberg PLLC, Kopelowitz Ostrow, and Cole and Van Note.

8. **"Complaint"** means the operative Class Action Complaint filed by Plaintiffs on February 24, 2026 in the Action.

9. **Data Incident"** means the alleged cyber incident that is the subject of the Complaint in which unauthorized third parties purportedly accessed Class Members' Personal Information on or about May 26, 2025.

10. **"Defendant"** means Red Coats, Inc.

11. **"Defendant's Counsel"** means Al Saikali and Jenn Hatcher of Shook, Hardy & Bacon, LLP.

12. **"Effective Date"** has the meaning ascribed in Paragraph 49 of this Agreement.

13. **"Final Approval Hearing"** means the hearing before the Court to determine whether the Settlement should be given final approval and whether the applications of Class Counsel for attorneys' fees, costs and expenses, and class representative service award should be approved.

14. **"Motion for Final Approval"** means the motion to be filed by Plaintiffs and Class Counsel pursuant to Paragraph 48 of this Agreement.

15. **"Motion for Preliminary Approval"** means the motion to be filed by Plaintiffs and Class Counsel pursuant to Paragraph 39 of this Agreement. This Agreement shall be an exhibit to the Motion for Preliminary Approval.

16. **"Notice(s)"** means the written notices to be sent to the Class Members pursuant to the Preliminary Approval Order, as set forth in Paragraph 40 of this Agreement.

17. **"Notice Deadline"** means the last day by which Notice must begin issuing to the Class, and will initially occur thirty (30) days after the Settlement Administrator receives the Class List.

18. **"Objection Deadline"** means sixty (60) days after the Notice Deadline and is the last day by which Class Members may submit objections to the Settlement as specified in the Notices.

19. **"Opt-Out Deadline"** means sixty (60) days after the Notice Deadline and is the last day by which Class Members may opt-out of the settlement as specified in the Notices.

20. **"Order and Final Judgment"** means an order of the Court granting Final Approval of the Settlement and the corresponding final judgment. A proposed form of the Order and Final Judgment is attached hereto as Exhibit E.

21. "**Party"** means each of the Plaintiffs and Defendant, and **"Parties"** means Plaintiffs and Defendant collectively.

22. **"Personal Information"** means the personally identifiable information that may have been impacted in the Data Incident, which consists of some combination of names, addresses, Social Security numbers, and driver's license numbers.

23. **"Plaintiffs"** or **"Settlement Class Representatives"** means Chloris Smith and Jermaine Jackson, Jr.

24. **"Preliminary Approval Order"** means an order issued by the Court preliminarily approving the Settlement and the proposed notice program provided for in this Agreement. A proposed form of the Preliminary Approval Order is attached hereto as Exhibit D.

25. **"Released Claims"** means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary, or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

26. **"Released Persons" or "Released Parties"** means Defendant and its respective present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and related entities, and any and all of their past, present, and future predecessors, officers, directors, trustees, employees, principals, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, and subrogees.

27. **"Settlement"** means the settlement reflected by this Agreement.

28. **"Settlement Administrator"** means Simpluris, Inc., subject to Court approval.

29. **"Settlement Class"** or **"Settlement Class Member"** means all Class Members, excluding any valid and timely Settlement Class Opt-Outs.

30. **"Settlement Class Opt-Out**" means any person or entity falling within the definition of the Class who timely and validly submits a request for exclusion from the Settlement Class in accordance with the procedures set forth in Paragraph 47 below and the Settlement Long-Form Notice.

31. **"Settlement Long-Form Notice"** refers to the notice to be made available to the Class on the Settlement website maintained by the Settlement Administrator, without material alteration from Exhibit B hereto (except where necessary to render it electronically accessible), in accordance with Paragraph 40(c) below.

32. **"Settlement Short-Form Notice"** refers to the notice to be provided to the Class by mail, in substantially the same form as Exhibit C hereto, in accordance with Paragraph 40(b) below.

33. **"Unknown Claims"** means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Order and Final Judgment shall have, waived the provisions, rights and remedies 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 §§ 1798.980, *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:

> 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 Plaintiffs, and any of them, may hereafter discover facts or law 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 Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Order and Final Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Order and Final Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

II. SETTLEMENT TERMS

34. Class Benefit. Subject to the terms of this Agreement, Defendant shall make available the following benefits (none of which are mutually exclusive) to Settlement Class Members who have submitted Approved Claims:

(a) Credit Monitoring and Identity Theft Protection Services. Settlement Class Members may elect to enroll in CyEx Financial Shield Complete credit monitoring and identity protection services for a period of one (1) year by submitting the Claim Form by the Claim Deadline.

(b) Reimbursement for Ordinary Out-of-Pocket Losses. Settlement Class Members may submit a claim for reimbursement of Ordinary Out-of-Pocket Losses up to Two Thousand Dollars ($2,000.00) per Settlement Class Member. Claims for Ordinary Out-of-Pocket Losses must be supported by third party documentation, self-prepared documents are not valid documentation, and must reasonably result from the specific categories of Personal Information

impacted in the Data Incident. Class Members may not submit Ordinary Out-of-Pocket Losses that have already been reimbursed from another source, including, without limitation, identity-theft insurance, any credit card, credit monitoring or identity protection services, or any other financial service.

(i) "Ordinary Out-of-Pocket Losses" are documented unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident including, without limitation: (1) unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other misuse of Class Member's Personal Information; (2) costs incurred on or after May 26, 2025, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing or unfreezing credit reports with any credit reporting agency; and (3) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

(ii) Settlement Class Members who submit a claim for reimbursement of Ordinary Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Settlement Class Member has been reimbursed for the loss by another source. Documentation supporting Ordinary Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

(iii) The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Ordinary Out-of-Pocket Losses reflects valid losses incurred that are fairly traceable to the Data Incident based upon, including but not limited to, the timing of the loss, the type of information used to commit identity theft or fraud, and whether that information is fairly traceable to the Data Incident. The Settlement Administrator may contact Class Members to seek clarification regarding any claims prior to determining their validity.

(iv) Claims for reimbursement for Ordinary Out-of-Pocket Losses may be combined with claims for Reimbursement for Attested Time; however, those claims are subject to a combined $2,000.00 aggregate cap.

(c) Reimbursement for Extraordinary Out-of-Pocket Losses. Class Members may submit a claim for reimbursement of Extraordinary Out-of-Pocket Losses up to Three Thousand Dollars ($3,000.00) per Settlement Class Member that have not already been reimbursed through another source, including but not limited to identity-theft insurance, any credit cards, credit monitoring or identity-protection services, or any other financial service, despite the Settlement Class Member's best efforts to seek such reimbursement, by submitting the Claim Form by the Claim Deadline, subject to the terms and conditions below. Submissions for Extraordinary Out-

of-Pocket Losses must be supported by third party documentation and must have reasonably resulted from the specific types of Personal Information impacted in the Data Incident.

(i) "Extraordinary Out-of-Pocket Losses" are unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident including, without limitation, the following: (1) unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of class member's Personal Information; (2) costs incurred on or after May 26, 2025, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (3) other miscellaneous expenses incurred related to any Extraordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

(ii) Class Members who submit a claim for reimbursement of Extraordinary Out-of-Pocket Losses must provide to the Settlement Administrator information, including: (1) the Class Member's name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Class Member has been reimbursed for the loss by another source. Documentation supporting Extraordinary Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

(iii) The Settlement Administrator shall have the sole discretion and authority to determine whether the claim for reimbursement of Extraordinary Out-of-Pocket Losses, including whether and to what extent documentation for Extraordinary Out-of-Pocket Losses reflects losses incurred, are valid claims and are fairly traceable to the Data Incident based upon, including but not limited to, the timing of the loss, the type of information used to commit identity theft or fraud, and whether that information is fairly traceable to the Data Incident. Additionally, in determining whether a claim for reimbursement of Extraordinary Out-of-Pocket Losses is valid, the Settlement Administrator must determine that: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Incident; (3) the loss occurred on or after May 26, 2025; (4) the loss is not already covered by another reimbursement category provided under this Settlement Agreement; and (5) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the benefits made available to the Settlement Class Member under identity-theft insurance, any credit cards, credit monitoring or identity-protection service, or any other financial service. The Settlement Administrator may contact Class Members to seek clarification regarding submitted claims prior to determining their validity.

(iv) Class Members shall not be reimbursed for Extraordinary Out-of-Pocket Losses if they have already been reimbursed for the same Extraordinary Out-of-Pocket Losses by another source, including but not limited to identity theft or any other credit card, credit monitoring/identity protection or financial service. Additionally, as set forth above, in order for a claim for reimbursement of Extraordinary Out-of-Pocket Losses to be a valid claim, Settlement Class Members must demonstrate that they made reasonable efforts to avoid or seek

reimbursement for, the loss, including but not limited to exhaustion of the benefits made available to the Settlement Class Member under identity-theft insurance or any other credit card, credit monitoring or identity-protection services, or any other financial service.

(d) Reimbursement for Attested Time. Settlement Class Members may submit a claim for up to four (4) hours of time spent remedying issues related to identity theft directly caused by the Data Incident ("Attested Time") at Twenty Five Dollars ($25.00) per hour by submitting the Claim Form by the Claim Deadline.

(i) Settlement Class Members who elect to submit a claim for reimbursement for Attested Time must provide to the Settlement Administrator the information required to evaluate the claim, including a brief description of the time incurred including the activities undertaken by the Settlement Class Member.

(ii) The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met to award payments for Attested Time. The Settlement Administrator may contact Settlement Class Members to seek clarification regarding any submitted claim prior to determining their validity.

(e) Confirmatory Discovery. Defendant represents that it has adopted and implemented additional security measures following the Data Incident to further strengthen the security of their systems. Within sixty (60) days of the Preliminary Approval Order, Defendant will provide confidential confirmatory discovery confirming these additional security measures. The information provided by Defendant pursuant to this Paragraph 34(e) shall be treated as confidential and cannot be used for any purpose other than enforcement of this Settlement Agreement. Nothing about this Paragraph 34(e) shall create any contractual rights to any present or future equitable remedy requiring Defendant to make or maintain any particular security processes or procedures in the future.

35. Class Counsel's Attorneys' Fees and Expenses. No later than fourteen (14) days prior to the Opt Out and Objection Deadline, Plaintiffs will move the Court for an order awarding Class Counsel's application of attorneys' fees and costs and expenses not to exceed Two Hundred Thousand Dollars and Zero Cents ($200,000.00). This term was negotiated only after the Parties reached an agreement as to the Class's benefits provided for in Paragraph 34. Any attorneys' fees and expenses approved by the Court in accordance with this Paragraph shall be paid within thirty (30) days after the Effective Date.

(a) Unless otherwise ordered by the Court, Class Counsel shall have the sole discretion to allocate any approved attorneys' fees and costs among Class Counsel and any other Plaintiffs' counsel. Defendant and its insurers and reinsurers shall have no liability or other responsibility for the allocation of any such attorneys' fees and costs.

(b) If the Court declines to approve, in whole or in part, the requested attorneys' fees, costs, or expenses, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, nor any modification or reversal or appeal, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

36. Class Representative Service Awards. Plaintiffs will move the Court for an order awarding the application of a service award not to exceed One Thousand Five Hundred Dollars and Zero Cents ($1,500.00) per Class Representative. Any service awards approved by the Court in accordance with this Paragraph shall be paid by check within thirty (30) days after the Effective Date.

(a) If the Court declines to approve, in whole or in part, the service awards in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, nor modification or reversal or appeal, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

III. IMPLEMENTATION OF SETTLEMENT

37. Reasonable Best Efforts to Effectuate This Settlement. Consistent with the terms of this Agreement and the Parties' termination rights set forth in this Agreement, the Parties and their counsel agree to cooperate and use reasonable best efforts to take all actions reasonably necessary or appropriate, by order of the Court or otherwise, to carry out and effectuate the terms of this Agreement.

38. Class Certification for Settlement Purposes Only. The Parties acknowledge and agree that: (i) the Class will be certified solely for the purposes of this Agreement, (ii) Defendant expressly reserves the right to object to class certification on any grounds if this Agreement is terminated for any reason, (iii) this Agreement shall have no precedential or preclusive effect with regard to any motion for class certification that may be filed if this matter is not fully and completely resolved through this settlement effort; and (iv) this Agreement shall have no precedential effect with regard to any other lawsuit against Defendant that may be pending now or in the future, other than in a proceeding seeking to enforce this Agreement.

39. Motion for Preliminary Approval. Following the execution of this Agreement, the Plaintiff shall promptly file a Motion for Preliminary Approval seeking entry of the Preliminary Approval Order in the form annexed hereto as Exhibit D.

40. Notice to the Class.

(a) List of the Class Members. Within seven (7) days of entry of the Preliminary Approval Order, and up to fourteen (14) days upon reasonable request, Defendant shall provide to the Settlement Administrator a list of the names and last known addresses of the Settlement Class Members.

(b) Notice. Within thirty (30) days after the Settlement Administrator receives the List of Class Members, or forty-five (45) days after the entry of the Preliminary Approval Order, whichever is later, the Settlement Administrator shall send Settlement Short-Form Notice, attached as Exhibit C, to the Settlement Class Members by U.S. Mail.

(c) Settlement Long-Form Notice. A detailed Settlement Long-Form Notice, attached as Exhibit B, will be made available to the Settlement Class Members on the Settlement website to be maintained by the Settlement Administrator in accordance with Paragraph 40(d) below.

(d) Website. The Settlement Administrator shall maintain a Settlement website, beginning on or before the Settlement Notice is sent and ending no later than one month after the Effective Date. The Settlement website includes copies of the Complaint, Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order, Settlement Long-Form Notice, Claim Form, motions for Class Counsel's attorneys' fees, expenses, Motions for Final Approval, and Order and Final Judgment. The Settlement website shall also provide applicable Settlement deadlines and answers to frequently asked questions.

(e) Settlement Administrator Phone Line. The Settlement Administrator will provide a recorded phone line for any frequently asked questions, which will be agreed to by both Parties. In addition, the Settlement Administrator will provide an option to request a copy of the Settlement Long-Form Notice or Claim Form.

(f) Proof of Notice. Plaintiffs shall file with the Motion for Final Approval, or at such other time required by the Court, a declaration from the Settlement Administrator confirming that notice has been provided to the Class in accordance with Paragraph 40.

41. Payment of Expenses Related to Notice and Settlement Administration. Defendant will pay all costs incurred and fees charged by the Settlement Administrator in providing notice to the Class in accordance with Paragraph 40 and otherwise administering the Settlement.

42. Claim Forms. Settlement Class Members may submit Claim Forms electronically via the website referenced in Paragraph 40(d) or physically by mail to the Settlement Administrator. Claims Forms must be submitted electronically or postmarked by the applicable Claim Deadline. Claim Forms must be submitted individually by a Settlement Class Member, not as or on behalf of a group, class, or subclass, except that the Claim Forms may be submitted by a legal representative of a deceased Settlement Class Member or a Settlement Class Member who has been adjudicated to be mentally incompetent. If Claim Forms are submitted by a legal representative of a deceased or mentally incompetent Settlement Class Member, the Claim Forms must be submitted together with a copy of a court order or other documentation from which the Settlement Administrator can reasonably verify the authority of the legal representative to act on behalf of the Settlement Class Member. The Settlement Administrator may deny any claim that appears facially fraudulent, fabricated, or submitted with materially inconsistent information.

43. Claim Form Disputes. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the Settlement Class Member has provided the information needed to complete a Claim Form, including any documentation that may be necessary to reasonably support the claim for reimbursement of Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses or Attested Time and/or entitlement to Credit Monitoring and Identity Theft Protection Services; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the Settlement Class Member has suffered the claimed losses as a result of the Data Incident. In the event a Claim Form was timely submitted by a Settlement Class Member and is deficient, the Settlement Administrator may, at any time, request from the Settlement Class Member in writing, additional information as the Settlement Administrator may require in order to evaluate the Claim Forms, e.g., documentation requested on the Claim Forms, information regarding the claimed losses, available insurance, and the status of any claims made for insurance benefits, and claims

previously made for identity theft and the resolution thereof. To the extent the Settlement Administrator determines a Claim Form is deficient in whole or part, the Settlement Administrator is authorized to informally resolve the deficiency within a reasonable time prior to sending a formal deficiency notice to a Settlement Class Member. If the deficiency remains unresolved, the Settlement Administrator shall formally notify the Settlement Class Member, counsel for the Plaintiffs and the Settlement Class, and counsel for Defendant of the deficiency(ies) and provide the Settlement Class Member ten (10) days to cure the deficiencies. If a Settlement Class Member attempts to cure but, in the sole discretion of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within seven (7) days of the Settlement Class Member's supplemental submission. The Settlement Administrator may consult with counsel for the Parties prior to making any such determinations.

44. Appeal Process. If the Settlement Administrator determines that a Claim Form is deficient, and the Settlement Class Member fails to cure the deficiency, the Settlement Administrator shall inform the Settlement Class Member of his or her right to dispute the determination in writing and request an appeal within fourteen (14) days. If an individual disputes a determination in writing and requests an appeal, the Settlement Administrator shall provide a copy of the Settlement Class Member's dispute and claims form along with all documentation and other information submitted by the Settlement Class Member to counsel for the Parties. Counsel for the Parties will confer regarding the claim submission within five (5) business days of receipt of such documentation/information from Settlement Administrator. Counsel for the Parties' approval or denial of the Settlement Class Member's claim, in whole or in part, will be final. If counsel for the Parties cannot agree on approval or denial of the Settlement Class Member's claim, in whole or in part, the dispute will be submitted to a mutually agreeable claims referee to be identified at Defendant's cost. The claims referee will make a decision within five (5) business days of the submissions by counsel for the Parties. The claims referee's decision will be final and not subject to appeal or further review.

45. Counsel Review of Approved Claims. The Settlement Administrator will provide information to Class Counsel and Defendant's Counsel regarding all Approved Claims, including all documentation to substantiate the claim upon request. Either Party may challenge the approval or denial of any claim and the Parties shall meet and confer together, with the Settlement Administrator, to resolve their challenges. If the challenges are not withdrawn or resolved, the Settlement Administrator's decision will be upheld.

46. Objections. Any Settlement Class Member who wishes to object to the Settlement must send a signed, written objection to the Settlement Administrator by the Objection Deadline (or other date required by the Court). Written objections must set forth the following:

(a) the name of the Action;

(b) the Settlement Class Member's full name, current mailing address, and telephone number;

(c) a statement of the specific grounds for the objection, as well as any documents supporting the objection;

(d) the identity of any attorneys representing the objector; and

(e) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Written objections must be served concurrently upon Class Counsel and Defendant's Counsel at the addresses set forth herein. Settlement Class Members who fail to make objections in the manner specified in Paragraph 46 of this Agreement will be deemed to have waived any objections and will be foreclosed from making any objections, whether by a subsequent objection, intervention, appeal, or any other process. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Paragraph. Without limiting the foregoing, any challenges to the Settlement Agreement and/or the Order and Final Judgment shall be pursuant to appeal under applicable Court rules and not through a collateral attack.

47. Opt Outs. A Settlement Class Member may opt out of the Settlement by submitting an opt-out request to the Settlement Administrator by U.S. mail, as set forth in the Notice. Any such opt-out request, in order to be timely, must be postmarked by the Opt-Out Deadline (or other date required by the Court). The Request for Exclusion must set forth the following:

(a) The name of this Action;

(b) the full name, address, and telephone number of the person requesting to be excluded;

(c) the words "*Request for Exclusion*" at the top of the document; and

(d) a declaration stating "I request that I be excluded from the Settlement Class and do not wish to participate in the settlement. I understand that by requesting to be excluded from the Settlement Class, I will not receive any benefits under the Settlement."

Requests to opt out must be exercised individually by a Settlement Class Member, not as or on behalf of a group, class, or subclass. Within three (3) business days after the Opt-Out Deadline, the Settlement Administrator shall furnish to counsel for the Settling Parties a complete list of all timely and valid requests for exclusion, which shall be submitted to the Court in advance of the Final Approval Hearing. All Settlement Class Members who do not timely and properly exclude themselves from the Settlement Class shall be bound by this Agreement, and their claims shall be released as provided for herein.

A Settlement Class Member cannot submit an opt-out request and a Claim Form. If a Settlement Class Member submits an opt-out request and a Claim Form, the Settlement Administrator will determine based on the communication with the latest date (provided it is timely) whether the Settlement Class Member intends to opt out or submit a Claim Form.

48. Motion for Final Approval. The parties shall request a Final Approval Hearing date of at least 110 days after the Court enters the Preliminary Approval Order. Plaintiff shall file a Motion for Final Approval seeking final approval of the Settlement and entry of final judgment no

later than fourteen (14) days prior to the Final Approval Hearing. The Final Approval Order and Judgment shall be substantially similar to the proposed order attached as Exhibit E.

49. Effective Date of Settlement. The Settlement detailed in this Agreement shall be effective five (5) days after all of the following events have occurred: (1) approval by the Court of this Agreement, following notice to the Class and a Final Approval hearing; (2) entry by the Court of an Order and Final Judgment; (3) if any member of the Class timely files a valid objection to the Settlement, the expiration of any time for appeal or review of an Order and Final Judgment, or, if any appeal is filed, after an Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by writ of certiorari; (4) the expiration of time to appeal or seek permission to appeal from the Order and Final Judgment or, if any appeal is filed, after the Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by writ of certiorari; and (5) this Agreement is no longer subject to termination by any Party as provided for in Section IV.

50. Provision of Credit Monitoring Services. The Settlement Administrator shall send an activation code to each Settlement Class Member who submitted an Approved Claim within thirty (30) days of the validation of the Claim Form according to the process set forth in Paragraph 42 or thirty (30) days after the Effective Date, whichever is later. The code can be used to activate Credit Monitoring Services via an enrollment website maintained by the provider of the service. Such activation codes shall be sent via U.S. mail. Claimants may activate Credit Monitoring Services within ninety (90) days of the date the Settlement Administrator sends the activation code.

51. Payment of Other Benefits. Payments for reimbursement of Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses and Attested Time will be made by the Settlement Administrator within thirty (30) days of validation of the Claim Form according to the process set forth in Paragraph 42 or thirty (30) days after the Effective Date, whichever is later.

52. Returned Checks. For any check or draft issued to a Settlement Class Member returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

53. Uncashed Checks. To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (a) attempt to contact the Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (b) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (c) reissuing a check or mailing the Settlement Class Member a postcard (either to an updated address, if located, or the original address, if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to

Participating Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

54. Deceased Class Members. If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Settlement Class Member's estate upon receiving proof that the Settlement Class Member is deceased and after consultation with Class Counsel and Defendant's Counsel.

55. All Claims Satisfied. Each Settlement Class Member shall look solely to the relief described in Paragraph 34 for settlement and satisfaction, as provided herein, of all Released Claims. No Settlement Class Member, or their respective heirs, executors, trustees, administrators, representatives, agents, partners, successors, attorneys, and assigns, shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, or Class Counsel based on the distribution of benefits to Settlement Class Members.

III. RELEASES AND JURISDICTION OF THE COURT

56. Release of Released Entities. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Settlement Class Members, including Plaintiffs, and each of their respective past, present, and future heirs, beneficiaries, conservators, executors, trustees, administrators, accountants, financial or other advisor, representatives, agents, partners, successors, attorneys, and assigns, and any representatives of any of these persons and entities (the "Releasing Parties") shall be deemed to have, and by operation of the Order and Final Judgment fully, finally, and forever released, relinquished, acquitted, and discharged any and all Released Claims against Released Persons. Further, upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, or representatively, as a member of or on behalf of the general public in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other form (other than participation in the Settlement as provided for herein) in which any of the Released Claims is asserted. However, this paragraph does not intend to prohibit Settlement Class Members from communicating with any governmental authorities or law enforcement agencies related to the Data Incident.

57. Bar to Future Suits. Upon entry of the Final Approval Order and Judgment, the Class Representatives and all other Settlement Class Members shall be enjoined from prosecuting any Released Claims in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any action or proceeding subject to this section.

58. Limitation of Liability. The Parties, Class Counsel, Defendant's Counsel, and Defendant's insurers and reinsurers, shall not have any liability whatsoever with respect to (a) any act, omission, or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (b) the management, investment, or distribution of claims made or benefits available pursuant to this Agreement; (c) the formulation, design, or terms of the disbursement of the claims made or benefits

available pursuant to this Agreement; and (d) the determination, administration, calculation, or payment of any claims made pursuant to this Agreement.

59. Resolution of Disputes; Retention of Jurisdiction. Any disputes between or among the Parties concerning matters contained in this Agreement shall, if they cannot be resolved by negotiation and agreement between the Parties, be submitted to the Court for resolution. The Court shall retain jurisdiction over the implementation and enforcement of this Agreement.

IV. TERMINATION OF THE AGREEMENT

60. Rejection or Material Alteration of Settlement Terms. Plaintiffs and Defendant shall each have the right to terminate this Agreement by providing written notice to the other within seven (7) days of: (a) the Court declining to enter the Preliminary Approval Order in a form materially consistent with this Settlement Agreement and indicating that it would not do so even if the Parties make revisions that were materially consistent with this Settlement Agreement; (b) the Court declining to enter an Order and Final Judgment in a form materially consistent with this Agreement (other than determining, in the Court's sole discretion, the amount of the attorneys' fees and expenses award and service award in accordance with Paragraphs 35 and 36) and indicating that it would not enter an Order and Final Judgment if the Parties make revisions that were materially consistent with this Settlement Agreement; (c) the date upon which the Order and Final Judgment is modified or reversed in any material respect by any appellate court, which indicates that the Settlement cannot be approved if the Parties make revisions that are materially consistent with this Settlement Agreement (except with respect to the amount of the attorneys' fees and expenses or service award); (d) Defendant's receipt of more than 100 Opt Outs (exclusions) from the Settlement Administrator after the Opt-Out Deadline as set forth in Paragraph 47; or (e) the mutual agreement of Plaintiffs and Defendant to terminate the Agreement. No Party shall be required to exercise any termination right arising under this Section. If Defendant opts to terminate this Agreement pursuant to this Paragraph 60(d), Defendant shall be responsible for any settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and service awards. Notwithstanding any statement in this Settlement Agreement to the contrary, no reduction, modification, or reversal of any award of attorneys' fees, costs, expenses, or service awards—whether by the Settlement Court or on appeal—shall constitute grounds for cancellation or termination of the Settlement Agreement.

61. Return to Pre-Agreement Status. In the event any Party exercises a right of termination enumerated in Paragraph 60, this Agreement shall be null and void and have no force and effect. The Parties shall jointly request the Court vacate any orders entered by the Court in furtherance of this Agreement, and the Parties shall be returned their respective rights and obligations as they existed prior to the execution of this Agreement. In the event either Party exercises any right of termination, the Parties agree to jointly request that the Court provide a reasonable opportunity proceed with such further litigation or proceedings as contemplated before the Parties entered into this Agreement.

62. No Admission of Liability / Compromise of Disputed Claims. Whether or not the Effective Date occurs, the Parties agree that this Agreement and any and all negotiations, documents, and discussions associated with it shall not be deemed or construed to be an admission or evidence of any violation of any statute, regulation, or law, of any liability or wrongdoing by

Defendant or of the truth of any claims or allegations contained in the Complaint; and evidence thereof shall not be discoverable or used directly or indirectly by Plaintiffs or any third party, in any way for any purpose, except that the provisions of this Agreement may be used by the Parties to enforce its terms, whether in the Action or in any other action or proceeding. This Agreement and all of the terms herein constitute compromises and offers to compromise under applicable federal rules of court and statutes. In the event that this Agreement is terminated pursuant to Paragraph 60, nothing in this Agreement or its negotiation may be used in the Action or in any proceeding for any purpose. The Parties expressly waive the potential applicability of any doctrine, case law, statute, or regulation, which, in the absence of this paragraph of this Agreement, could or would otherwise permit the admissibility into evidence of the matters referred to in this paragraph. The Parties expressly reserve all their rights and defenses if the Settlement set forth in this Agreement does not become final and effective substantially in accordance with the terms of this Agreement. This Agreement, any orders, pleadings, or other documents entered in furtherance of it, and any performance shall not be admissible, discoverable, or relevant in any other case or proceeding against Defendant to establish class certification, coverage obligations, liability, or wrongdoing. This provision shall survive any termination of the Agreement.

V. REPRESENTATIONS AND WARRANTIES

63. Authorization to Enter this Agreement. The undersigned representative of Defendant represents and warrants that he or she is fully authorized to enter into and to execute this Agreement on behalf of Defendant. Class Counsel represents and warrants that they are fully authorized to conduct settlement negotiations with Defendant's Counsel on behalf of Plaintiffs and to enter into, and to execute, this Agreement on behalf of Plaintiffs and the Settlement Class, subject to Court approval.

64. Assignment. Plaintiffs represent and warrant that they have not assigned, transferred, or purported to assign or transfer, in whole or in part, any interest in the Action or the Released Claims under this Agreement.

65. Representation. Plaintiffs acknowledge that they have been represented by counsel of their own choosing in this Action and the negotiation and execution of this Agreement, that they fully understand the terms of this Agreement, and that they have had a reasonable and sufficient opportunity to consult with Class Counsel before executing this Agreement.

VI. ADDITIONAL PROVISIONS

66. Intent. It is the Settling Parties' intent for this Agreement to be a final and complete resolution of all disputes between them with respect to the Action.

67. Use of this Agreement. The provisions of this Agreement, and any orders, pleadings, or other documents entered in furtherance thereof, may be offered or received in evidence solely: (i) to enforce the terms and provisions of this Agreement; (ii) as specifically authorized by a court of competent jurisdiction after notice and opportunity to be heard; (iii) to establish payment or a defense in a subsequent action, including res judicata; or (iv) to obtain Court approval of this Agreement.

68. Binding Effect. This Agreement binds and benefits each Party's successors and assigns.

69. Headings. The headings to this Settlement Agreement have been inserted for convenience only and are not to be considered when construing the provisions of this Agreement.

70. Construction. This Agreement shall be construed and interpreted to effectuate the intent of the Parties. Plaintiffs intend for the Agreement to provide fair compensation to Plaintiffs and the Class. Defendant intends for the Agreement to provide for a complete resolution by the Releasors of the Released Claims with respect to the Released Entities. This Settlement Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

71. Choice of Law. All terms of this Agreement shall be governed by and interpreted according to the substantive laws of the State of Maryland without regard to its choice of law or conflict of laws principles.

72. Amendment or Waiver. This Agreement shall not be modified except by a writing executed by all the Parties. Any waiver of rights under this Agreement shall be effective only if made in writing by the waiving Party or their counsel with the client's authorization. A waiver of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous.

73. Modification. Prior to entry of the Final Order and Judgment, this Agreement may, with Court approval, be modified by written agreement of the Parties or their counsel, who may only sign with the permission of their clients, without additional notice to the Settlement Class, provided that any such modification is not materially adverse to the Class. Any Class Members who wishes to be notified of any changes as described in this paragraph, or any subsequent changes following the initial Notice of the Settlement, the preliminary approval hearing, and the Final Approval Hearing, must file a request for notice with the Court or send a written request to the Settlement Administrator or Class Counsel, who shall maintain a list of all such requests. Class Members who provide an e-mail address agree to electronic notification. This requirement shall be disclosed in the Settlement Long-Form Notice.

74. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed as valid as of the date thereof, and may be filed with the Court.

75. Integrated Agreement. This Agreement, including its exhibits, contains an entire, complete, and integrated statement of each and every term and provision agreed to by and between the Parties and supersedes any prior oral or written agreements and contemporaneous oral

agreements among the Parties. All exhibits to this Agreement are incorporated into and made a part of this Agreement.

76. Notices. All notices and other communications required or permitted under this Agreement, other than requests to opt out of the proposed Settlement, shall be in writing and delivered in person, by overnight delivery service, or by facsimile, as follows:

If to the Plaintiffs:

Gary M. Klinger
Milberg PLLC
277 Monroe Street, Suite 2100
Chicago, Illinois 60606
gklinger@milberg.com

If to Defendant:

Jenn O. Hatcher
Shook, Hardy & Bacon LLP
2555 Grand Blvd.
Kansas City, MO 64108
jhatcher@shb.com

77. Severability. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision if the Parties mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.

78. Confidential Information. The Settlement Administrator shall keep confidential all personally identifying information of Class Members and any financial information of Defendant obtained in connection with this Agreement.

79. Deadlines. If any deadline under this Settlement Agreement falls on a weekend or federal or state legal holiday, the deadline shall be extended to the next business day.

80. Retention of Records. The Settlement Administrator shall retain copies or electronic images of all mailed notices (or records thereof), returned notices, settlement-related correspondence, and settlement checks for one hundred and eighty (180) days after the Effective Date. After this time, the Settlement Administrator shall provide these records to Defendant's Counsel and destroy any remaining copies in its possession.

SIGNATURES OF THE PARTIES

JERMAINE JACKSON JR.

Dated: 04/13/2026

Jermaine Jackson Jr (Apr 13, 2026 12:03:04 EDT)

CHLORIS SMITH

Dated: _____

_____

Name: _____

Title: _____

RED COATS, INC.

Dated: _____

_____

Name: _____

Title: _____

SIGNATURES OF THE PARTIES

JERMAINE JACKSON JR.

Dated: _____

_____

CHLORIS SMITH

Dated: Mar 23, 2026

Chloris Smith (Mar 23, 2026 12:19:40 EDT)

Name: _____

Title: _____

RED COATS, INC.

Dated: _____

_____

Name: _____

Title: _____

SIGNATURES OF THE PARTIES

JERMAINE JACKSON JR.

Dated: _____

_____

CHLORIS SMITH

Dated: _____

_____

Name: _____

Title: _____

RED COATS, INC.

Dated: 3/18/2026

Blaine Wilson

Name: BLAINE WILSON

Title: Vice President

EXHIBIT A

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

Rush et al. v. Red Coats, Inc.
Civil Action No. C-15-cv-26-001098
Circuit Court for Montgomery County, Maryland

CLAIM FORM

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

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The Court has defined the Class to include: "All persons who were sent written notification of the Data Incident."

Excluded from the Class are: (i) the Judge assigned to evaluate the fairness of this settlement; and (ii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

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

AVAILABLE BENEFITS

All Class Members may claim **Credit Monitoring and Identity Theft Protection Services** and one or more of the **cash payment** options. The benefits are explained in more detail below.

CREDIT MONITORING AND IDENTITY THEFT PROTECTION SERVICES. All Settlement Class Members are eligible to enroll in one year of CyEx Financial Shield Complete. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If you need help, you can contact a fraud resolution agent for assistance.

CASH PAYMENTS. Settlement Class Members who have documented losses may claim payment for **Reimbursement for Ordinary Out-of-Pocket Losses** and **Reimbursement for Extraordinary Out-of-Pocket Losses**. Additionally, Settlement Class Members who spent time responding to the Data Incident may claim payment from **Reimbursement for Attested Time**. You may claim one or more payments from these options.

Reimbursement for Ordinary Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **$2,000.00**. The losses must have occurred between May 26, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You must send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

You may not seek payment for expenses that have already been reimbursed by a third party.

Reimbursement for Extraordinary Out-of-Pocket Losses. If you lost money because of identity theft or fraud, you can get back up to **$3,000.00**.

You will need to show that:

- the theft or fraud was probably caused by the Data Incident
- the losses are not already covered by **Reimbursement for Ordinary Out-of-Pocket Losses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between May 26, 2025, and [Claims Deadline].

You must send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You may not seek payment for expenses that have already been reimbursed by a third party.

Reimbursement for Attested Time. Settlement Class Members who spent time responding to the Data Incident may claim up to four hours, at $25.00 per hour, for a maximum of **$100.00**.

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

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

You must briefly describe how you spent this time.

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

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX

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

Rush et al. v. Red Coats, Inc.
Civil Action No. C-15-cv-26-001098
Circuit Court for Montgomery County, Maryland

CLAIM FORM

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

- By mail: Red Coats Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE USING YOUR UNIQUE LOGIN ID AND PIN AT www.[SettlementWebsite].com

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

You must submit your Claim Form online or by mail no later than [Claims Deadline].

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

Rush et al. v. Red Coats, Inc.
Civil Action No. C-15-cv-26-001098
Circuit Court for Montgomery County, Maryland

CLAIM FORM

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

I. CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name | Last Name

Street Address

City | State | Zip Code

Email Address | Phone Number | Login ID (if known)

II. CREDIT MONITORING AND IDENTITY THEFT PROTECTION SERVICES

☐ Check this box if you would like to enroll in one year of Credit Monitoring and Identity Theft Protection Services from CyEx Financial Shield Complete.

III. REIMBURSEMENT FOR ORDINARY OUT-OF-POCKET LOSSES

☐ Check this box if you would like to claim reimbursement for documented out-of-pocket expenses that you have not been reimbursed for by another party. You can get back up to $2,000.00.

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

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

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

IV. REIMBURSEMENT FOR EXTRAORDINARY OUT-OF-POCKET LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to $3,000.00.

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

Description of Documentation Provided	***Amount***
Example: Unauthorized bank transfer	*$500*
TOTAL CLAIMED:	

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

V. REIMBURSEMENT FOR ATTESTED TIME

If you spent time fixing problems caused by Data Incident, please select how many hours (up to four) you spent. You must briefly describe how you spent this time.

I spent (select only **one**): ☐ 1 hour ($25.00) ☐ 2 hours ($50.00) ☐ 3 hours ($75.00)
☐ 4 hours ($100.00)

Describe what you spent this time on:_____

_____

_____

_____

_____

_____

VI. PAYMENT SELECTION

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

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

VII. ATTESTATION & SIGNATURE

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

_____	_____	_____
Signature	Printed Name	Date

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Rush et al. v. Red Coats, Inc.
Civil Action No. C-15-cv-26-001098
Circuit Court for Montgomery County, Maryland

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE MAY 2025 RED COATS, INC. DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this Notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.

- A Settlement has been reached with Red Coats, Inc. ("Red Coats" or "Defendant") in a class action lawsuit. This case is about a targeted cyberattack on Red Coats' computer systems that occurred in May 2025 ("Data Incident"). Certain files that contained Private Information were accessed. These files may have contained personal information such as names, addresses, Social Security numbers, and driver's license numbers.
- The lawsuit is called *Rush et al. v. Red Coats, Inc.*, Civil Action No. C-15-cv-26-001098. It is pending in the Circuit Court for Montgomery County, Maryland ("Litigation").
- Red Coats denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit ("Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Red Coats' records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Red Coats.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator.	**_____, 2026**
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the Settlement and receive no Cash Payment or Credit Monitoring. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	**_____, 2026**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Class Member benefits.	**_____, 2026**
DO NOTHING	Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement. You will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved and released by this Settlement.	No Deadline

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

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION 3
WHO IS IN THE SETTLEMENT 4
THE SETTLEMENT BENEFITS 4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS 6
THE LAWYERS REPRESENTING YOU 6
OPTING OUT FROM THE SETTLEMENT 7
COMMENTING ON OR OBJECTING TO THE SETTLEMENT 8
THE COURT'S FINAL APPROVAL HEARING 9
IF I DO NOTHING 9
GETTING MORE INFORMATION 9

Basic Information

1. Why was this Notice issued?

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

The lawsuit is called *Rush et al. v. Red Coats, Inc.*, Civil Action No. C-15-cv-26-001098. It is pending in the Circuit Court for Montgomery County, Maryland. The people that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the company they sued, Red Coats, Inc., is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that during a May 2025 targeted cyberattack on Red Coats' computer systems, certain files that contained Private Information were accessed. These files may have contained personal information such as names; addresses; Social Security numbers; and driver's license numbers.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this proposed Settlement, the Class Representatives are Chloris Smith and Jermaine Jackson, Jr. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class to include: "All persons who were sent written notification of the Data Incident."

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (i) the Judge assigned to evaluate the fairness of this settlement; and (ii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

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

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

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

The Settlement Benefits

7. What does the Settlement provide?

All Class Members may claim **Credit Monitoring and Identity Theft Protection Services** and one or more of the **cash payment** options. The benefits are explained in more detail below.

CREDIT MONITORING AND IDENTITY THEFT PROTECTION SERVICES. All Class Members are eligible to enroll in one year of CyEx Financial Shield Complete. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If needed, you may contact a fraud resolution agent for assistance.

CASH PAYMENTS. Class Members who have documented losses may claim payment from **Reimbursement for Ordinary Out-of-Pocket Losses** and **Reimbursement for Extraordinary Out-of-Pocket Losses**. Additionally, Class Members who spent time responding to the Data Incident may claim payment from **Reimbursement for Attested Time**. You may claim one or more payments from these options.

Reimbursement for Ordinary Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **$2,000.00**. The losses must have occurred between May 26, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You must send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Reimbursement for Extraordinary Out-of-Pocket Losses. If you lost money because of identity theft or fraud, you can get back up to **$3,000.00**.

You will need to show that:

- the theft or fraud was probably caused by the Data Incident
- the losses are not already covered by **Reimbursement for Ordinary Out-of-Pocket Losses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between May 26, 2025, and [Claims Deadline].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Reimbursement for Attested Time. Class Members who spent time responding to the Data Incident may claim up to four hours, at $25.00 per hour, for a maximum of **$100.00**.

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

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

You must briefly describe how you spent this time.

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

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX

- By mail: Red Coats Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

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

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

Submitting a Claim Form for a Settlement Payment

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

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

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

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

Please be patient.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed law firms Milberg PLLC; Kopelowitz Ostrow P.A.; and Cole & Van Note, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the Court to approve up to $200,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by Red Coats.

Class Counsel will also ask for Service Award payments of $1,500.00 for each of the Class Representatives. Service Award payments will also be paid by Red Coats.

Opting-Out from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called an Opt-Out Request.

If you opt-out, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you opt-out. However, you will keep any rights you may have to sue Red Coats on your own about the legal issues in this case.

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

To be valid, your Opt-Out Request must have the following information:

(1) the name of the Litigation: *Rush et al. v. Red Coats, Inc.*, Civil Action No. C-15-cv-26-001098, pending in the Circuit Court for Montgomery County, Maryland;

(2) your full name, mailing address, telephone number, and email address;

(3) personal signature; and

(4) the words "Opt-Out Request" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

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

Your Opt-Out Request must be submitted and postmarked by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

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

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

You cannot object if you have opted-out from the Settlement (***see* Question 15**)

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

(1) the name of the Litigation: *Rush et al. v. Red Coats, Inc.*, Civil Action No. C-15-cv-26-001098, pending in the Circuit Court for Montgomery County, Maryland;

(2) your full name, mailing address, telephone number, and email address (if any);

(3) a statement of the specific grounds for the objection, as well as any documents supporting the objection;

(4) the identity of any attorneys representing the objector; and

(5) the signature of the Class Member or the Class Member's attorney.

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

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

Clerk of the Court	Settlement Administrator
Clerk of the Court 50 Maryland Avenue Rockville, MD 20850	Red Coats Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	Counsel for Defendants
Gary M. Klinger **Milberg PLLC** 277 Monroe Street, Suite 2100 Chicago, IL 60606	Jenn O. Hatcher **Shook, Hardy & Bacon LLP** 2555 Grand Boulevard Kansas City, MO 64108

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date] at [Hearing Time] Eastern Time**, in Room [Court Room] of the Circuit Court for Montgomery County, Maryland, at 50 Maryland Avenue, Rockville, MD 20850.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The court will also decide Class Counsel's request for an attorneys' fees and costs award and the request for a Service Award to the Class Representatives. The Court will also consider any timely objections to the Settlement.

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

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

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

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

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time pursuant to the requirements described in **Question 16**. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

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

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

Getting More Information

21. How do I get more information?

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

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

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

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, 50 Maryland Avenue, Rockville, MD 20850.

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

EXHIBIT C

Red Coats Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

First-Class Mail
US Postage Paid
Permit #__

Rush et al. v. Red Coats, Inc.
Civil Action No. C-15-cv-26-001098

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE MAY 2025 RED COATS, INC. DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»
«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»
«Country»

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

QR code

Why am I receiving this notice?

A Settlement has been reached with Red Coats, Inc. ("Red Coats") in a class action lawsuit ("Settlement"). The case is about a May 2025 cyberattack on Red Coats' computer systems ("Data Incident"). Files containing Private Information were accessed. Red Coats denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the class as: "All persons who were sent written notification of the Data Incident."

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

What are the Settlement benefits?

You can claim one year of **Credit Monitoring and Identity Theft Protection Services** and one or more of the **cash payment** options.

If you have documented out-of-pocket losses that have not been reimbursed by another party, you can get back up to **$2,000** for out-of-pocket expenses and up to **$3,000** for fraud or identity theft losses. If you spent time fixing problems caused by this incident, you can get back $25/hour for up to four hours (up to $**100**).

Full details and instructions are available online and in the Long Form Notice.

How do I receive a benefit?

If you are claiming out-of-pocket expenses or losses for identity theft/fraud, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline]**.

What if I don't want to participate in the Settlement or do not like it?

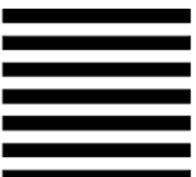
If you do not want to be part of the Settlement, you must opt-out by **[Opt-Out Deadline]** or you will not be able to sue Red Coats for the claims made in *this* lawsuit. If you opt-out, you cannot make a claim for benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline].** The Long Form Notice and Settlement Agreement, available online, explains how to opt-out or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the 50 Maryland Avenue, Rockville, MD 20850, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to $200,000, and $1,500 as a service award for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

Red Coats Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958



Red Coats Data Incident Settlement

《First1》 《Last1》
《Addr1》 《Addr2》
《City》, 《St》 《Zip》

*Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than **[Claims Deadline]**.*

Only one Claim Form per Class Member.

Login ID: 《LoginID》
PIN: 《PIN》

INSTRUCTIONS: Use this card to submit your claim for one year of **Credit Monitoring and Identity Theft Protection Services** and/or the cash payment for **Reimbursement for Attested Time**.

To claim cash payments for out-of-pocket expenses and/or losses from identity theft or fraud, visit the settlement website at **www.[SettlementWebsite].com**. To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

☐ Check this box to enroll in one year of **Credit Monitoring and Identity Theft Protection Services** from CyEx Financial Shield Complete.

☐ Check this box to claim a **Reimbursement for Attested Time**.

I spent (select only **one**): ☐ 1 hour ($25) ☐ 2 hours ($50) ☐ 3 hours ($75) ☐ 4 hours ($100)

Briefly describe how you spent this time: _____

☐ Check this box to **attest and affirm** under penalty of perjury this claim is true.

How would you like to be paid:

Check ***one***: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (sent to above address)

For digital payments, please **PRINT** your email address **LEGIBLY** in the boxes below and doublecheck that it is correct:

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

EXHIBIT D

IN THE CIRCUIT COURT OF MARYLAND FOR MONTGOMERY COUNTY

Donna Rush, Chloris Smith, and Jermaine Jackson, Jr., individually and on behalf of all others similarly situated, Plaintiffs, Red Coats, Inc., Defendant.	Case No. C-15-CV-26-001098

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiffs Chloris Smith and Jermaine Jackson, Jr., ("Plaintiffs") Unopposed Motion for Preliminary Approval of Class Action Settlement **(Doc. No. __)** (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Red Coats, Inc. ("Defendant," and together with Plaintiffs, the "Parties"), with accompanying exhibits attached as **Exhibit 1** to Plaintiffs' Memorandum of Law in Support of their Motion (the "Settlement Agreement").[1]

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

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

all persons who were sent written notification of the Data Incident.

Excluded from the Class are (i) the Judge assigned to evaluate the fairness of this settlement; and

[1] All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

(ii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

Pursuant to Maryland Rule of Civil Procedure 2-231, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 2-231. Specifically, the Court finds for settlement purposes only that: (a) the Class are so numerous that joinder of all Class Members would be impracticable; (b) there are issues of law and fact that are common to the Class that predominate over any questions affecting only individual members; (c) the claims of the Class Representatives are typical, (d) the Class Representatives will fairly and adequately protect the interests of the Class; (e) and a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Class Representatives and Class Counsel**. The Court finds that Plaintiffs Chloris Smith and Jermaine Jackson, Jr will likely satisfy the requirements of Maryland Rule of Civil Procedure 2-231 and should be appointed as the Class Representatives. Additionally, the Court finds that Milberg PLLC, Kopelowitz Ostrow P.A., and Cole & Van Note will likely satisfy the requirements of Maryland Rule of Civil Procedure 2-231 and should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Class through the Settlement,

the specific risks faced by the Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Class, the proposed manner of allocating benefits to Class Members, the equitable treatment of the Class Members under the Settlement, and all of the other factors required by Maryland Rule of Civil Procedure 2-231 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to Md. Code Ann., Cts. Jud. Proc. § 1-501 and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to Md. Code Ann., Cts. Jud. Proc. § 6-201.

5. **Final Approval Hearing**. A Final Approval Hearing shall be held on _____, 202___, at Montgomery County Courthouse, 50 Maryland Avenue, Rockville, Maryland [or via telephone or videoconference], where the Court will determine, among other things, whether: (a) the Class should be finally certified for settlement purposes pursuant to Maryland Rule of Civil Procedure 2-231; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Maryland Rule of Civil Procedure 2-231; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Class Representatives for a Service Award should be approved.

6. **Settlement Administrator**. The Court appoints Simpluris, Inc. as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement

Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice**. The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving Notice to the Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Class; (b) are reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Maryland Rule of Civil Procedure 2-231; and (e) and meet the requirements of the Due Process Clause(s) of the United States and Maryland Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

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

9. **Exclusion from Class**. Any Class Member who wishes to be excluded from the

Class must individually sign and timely submit a written request to the designated address established by the Settlement Administrator in the manner provided in the Notice. The written request must clearly manifest a person's intent to be excluded from the Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e, one request is required for every Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days from the Notice Deadline, and as stated in the Notice.

Within three (3) business days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid requests for exclusion.

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Class who do not timely and validly request to be excluded from the Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances**. A Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline and as stated in the Notice. The Notice shall instruct Class Members who wish to object to the Settlement Agreement to file their objections with the Court. The Notice also shall advise Class Members of the deadline for submission of any objections—the "Objection Deadline." Any such objections to the Settlement Agreement must be written and must include all of the following: (a) the name of the Action; (b) the Class Member's full name, current mailing address, and telephone number; (c) a statement of the specific grounds

for the objection, as well as any documents supporting the objection; (d) the identity of any attorneys representing the objector; and (e) the signature of the Class Member or the Class Member's attorney.

To be timely, written notice of an objection must be mailed to the Settlement Administrator and concurrently served upon counsel for the Parties by the Objection Deadline, which is no later than sixty (60) days from the Notice Deadline.

Any Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in Paragraph 46 of the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the applicable Maryland Rules and not through a collateral attack.

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

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

Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order

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

12. **Termination of Settlement**. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) the Final Order and Judgment does not become Final because a higher court reverses final approval by the Court. In the event of a termination as provided in Paragraph 60, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

13. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary

Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

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

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

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

Event	**Deadline**
Defendant Provides Class Member Information To Claims Administrator	Within 7 Days Of Entry Of Preliminary Approval Order, or 14 days at the latest
Deadline For Claims Administrator To Begin Sending Short Form Notice (By First Class USPS Mail)	Within 30 Days Of Delivery of the Class List to the Settlement Administrator, but not later than 45 days after Preliminary Approval
Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Be Filed by Class Counsel	At Least 14 Days Prior To Opt-Out/ Objection Dates
Opt-Out/Objection Date Deadlines	60 Days After Notice Deadline
Claims Administrator Provides Parties With List Of Timely, Valid Opt-Outs	3 Business Days After Opt-Out Dates
Claims Deadline	90 Days After Notice Deadline
Motion For Final Approval To Be Filed By Class Counsel	At Least 14 Days Prior To Final Approval Hearing
Final Approval Hearing	[COURT TO ENTER DATE AND TIME] No Earlier Than 110 Days After Entry Of Preliminary Approval Order

IT IS SO ORDERED

_____ _____

Dated Judge

EXHIBIT E

IN THE CIRCUIT COURT OF MARYLAND FOR MONTGOMERY COUNTY

Donna Rush, Chloris Smith, and Jermaine Jackson, Jr., individually and on behalf of all others similarly situated, Plaintiffs, Red Coats, Inc., Defendant.	Case No. C-15-CV-26-001098

FINAL APPROVAL ORDER AND JUDGMENT

Before the Court is Plaintiffs Chloris Smith, and Jermaine Jackson, Jr., ("Plaintiffs") Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"). The Motion seeks approval of the Settlement as fair, reasonable, and adequate.

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

WHEREAS, on _____, 2026, the Court entered an Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, (b) appointed Plaintiffs Chloris Smith, and Jermaine Jackson, Jr. as the Class Representatives and appointed Milberg PLLC, Kopelowitz Ostrow P.A., and Cole & Van Note as Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed Simpluris as the Settlement Administrator; and (f) set the date for the Final Approval Hearing;

WHEREAS, on _____, 2026, pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Class was notified of the terms of the proposed Settlement Agreement, of the right of Class Members to opt-out, and the right of Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, on _____, 2026, the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice;

WHEREAS, the Court not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

WHEREAS, the Court being required under Maryland Rule of Civil Procedure 2-231 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Class.

2. The Settlement involves allegations in Plaintiffs' Class Action Complaint against Defendant for purported failure to implement or maintain adequate data security measures and safeguards to protect Personal Information, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Class Members.

3. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

4. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement ("Final Approval Order and Judgment") with initial capital letters have the same meaning as set forth in the Settlement Agreement.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties pursuant to Maryland Rule of Civil Procedure 2-231, grants final approval of the Settlement Agreement, and for purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following Class:

all persons who were sent written notification of the Data Incident.

Excluded from the Class are (i) the Judge assigned to evaluate the fairness of this settlement; and (ii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

6. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement is in the best interests of the Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties,

including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

a. Class Members to be able to submit claims that will be evaluated by the Settlement Administrator.

b. Defendant to pay all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks.

c. Defendant to pay, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Award Payments to the Class Representatives.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Maryland Rule of Civil Procedure 2-231 set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are

hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Class Members under the Settlement, the Final Approval Hearing, Plaintiffs' application for attorneys' fees, costs, and expenses, and the Service Award Payments to the Class Representatives have been provided to Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

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

10. As of the Opt-Out deadline, _____ (X) potential Class Member has requested to be excluded from the Settlement. That person's name is set forth in **Exhibit A** to this Final Approval Order and Judgment. That person is not bound by the Settlement Agreement and this Final Approval Order and Judgment and shall not be entitled to any of the benefits afforded to the Class Members under the Settlement Agreement, as set forth in the Settlement Agreement. All Class Members who have not validly excluded themselves from the Class are bound by this Final Approval Order and Judgment.

11. _____ (X) objections were filed by Class Members. The Court has considered the objection(s) and hereby overrules them.

12. All Class Members who have not objected to the Settlement Agreement in the

manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Approval Order and Judgment and the terms of the Settlement Agreement.

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

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

17. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Class Members release claims as follows:

Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Class Members, including Plaintiffs, and each of their respective past, present, and future heirs, beneficiaries, conservators, executors, trustees, administrators, accountants, financial or other advisor, representatives, agents, partners, successors, attorneys, and assigns, and any representatives of any of these persons and entities (the "Releasing Parties") shall be deemed to have, and by operation of the Order and Final Judgment fully, finally, and forever released, relinquished, acquitted, and discharged any and all Released Claims against Released Persons.

Further, upon the Effective Date, each Class Member, including Plaintiffs, shall, either directly, indirectly, or representatively, as a member of or on behalf of the general public in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other form (other than participation in the Settlement as provided for herein) in which any of the Released Claims is asserted.

"Released Claims" means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary, or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident. Released Claims shall not include the right of any Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Agreement, and shall not include the claims of Class Members who have timely excluded themselves from the Class.

"Released Parties" means Defendant and its respective present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and related entities, and any and all of their past, present, and future predecessors, officers, directors, trustees, employees, principals, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, and subrogees.

The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or

suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows:

> 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.

Upon the Effective Date, each Releasing Party shall be deemed to have and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia, or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may 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 Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

18. The Court grants final approval to the appointment of Plaintiffs Chloris Smith and Jermaine Jackson, Jr. as Class Representatives. The Court concludes that the Class Representatives have fairly and adequately represented the Class and will continue to do so.

19. The Court grants final approval to the appointment of Milberg PLLC, Kopelowitz Ostrow P.A., and Cole & Van Note as Class Counsel. The Court concludes that Class Counsel has adequately represented the Class and will continue to do so.

20. This Final Approval Order and Judgment, the Settlement Agreement, or any action taken hereunder shall not constitute or be construed as an admission of the merit or validity of any claim or any fact alleged in the Lawsuit or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant or the Released Persons or any admission by Defendant or the Released Persons with respect to any claim or allegation made in any action or proceeding or any concession as to the merit of any of the claims asserted by Plaintiffs in the Lawsuit. This Final Approval Order and Judgment and the Settlement Agreement shall not be offered or be admissible in evidence against either Party or the Released Persons or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Nothing contained herein or in the Settlement Agreement is or shall be construed or admissible as an admission by Defendant or the Released Persons that Plaintiffs' claims or any similar claims are suitable for class treatment outside of this Settlement.

21. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement

shall be treated as vacated *nunc pro tunc*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel.

22. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

23. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

24. This Order resolves all claims against all Parties in this action and is a final order.

25. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED

_____ _____

Dated

Hon.
Judge, Circuit Court for Montgomery County

EXHIBIT A – LIST OF OPT-OUTS

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Red Coats Data Breach Settlement Wraps Up Lawsuit Over 2025 Cyber Incident

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