

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY**

**SHANE DAVIS, LINDA GREENWOOD,
JAMES PALMER, RICHARD BUST, and
DARA ROJOWSKI**, *individually and on behalf
of all others similarly situated*,

Plaintiffs,

v.

**SOUTHERN GRAPHICS, INC. d/b/a SGS &
CO.**,

Defendant.

Case No. 3:25-cv-563

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement and Release is entered into between Plaintiffs,¹ individually and on behalf of the Settlement Class, and Defendant,² as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Background

1. Defendant is a Kentucky-based brand consulting agency that provides services in brand strategy, marketing, AI automation solutions, and audience analytics. Defendant employs nearly 500 individuals across more than 30 countries.

2. In the course of its business, Defendant collects, maintains, and stores Private Information pertaining to its employees and their families, including, but not limited to names, contact information (such as phone numbers, email and postal addresses), dates of birth, Social

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

² Southern Graphics, Inc. is now Southern Graphics LLC.

Security numbers, passport numbers, driver's license numbers, taxpayer ID numbers, medical and/or health insurance information, financial account numbers, demographic information, employment-related details (such as salary and compensation information and work-related evaluations), and login credentials.

3. In December 2024, Defendant detected unauthorized access to certain of its information technology systems. Defendant subsequently determined that the Private Information of approximately 39,642³ of Defendant's current and former employees and employee family members may have been impacted in the Data Incident.

4. In or around September 2025, Defendant began notifying impacted individuals, including Plaintiffs and Settlement Class Members, of the potential unauthorized access to some combination of each individual's Private Information in the Data Incident.

5. Following the Data Incident, five putative class action lawsuits arising from the Data Incident were filed in this Court, asserting similar claims on behalf of overlapping putative classes. The related lawsuits were consolidated into this Action by order of the Court on November 25, 2025.

6. In addition to consolidating the respective actions arising from the Data Incident, the Court designated Mariya Weekes, Jeff Ostrow, William B. Federman, Raina Borrelli, and Grayson Wells as interim co-lead counsel, determining they met the adequacy requirements for appointment under Federal Rule of Civil Procedure 23(g).

7. On December 22, 2025, Plaintiffs filed their Consolidated Class Action Complaint asserting claims against Defendant for negligence, negligence *per se*, breach of implied contract,

³ This number is estimated and may be overstated due to presence of duplicate information.

breach of fiduciary duty, unjust enrichment, violation of the Kentucky Consumer Protection Act, and declaratory/injunctive relief.

8. Considering the risk, expense, and delay of continued litigation, the Parties also began discussing early resolution of the Action. To aid in these discussions, Plaintiffs requested and Defendant produced informal discovery regarding the nature and cause of the Data Incident, the impacted individuals, damage-related issues, and Defendant's financial condition.

9. The Parties' negotiations were ultimately successful and resulted in their agreement as to all material terms of this Settlement.

10. The Parties now agree to settle the Action entirely, without any admission by Defendant of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in Plaintiffs' Complaints and the Data Incident as it relates to Defendant, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Action, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted related to the Data Incident. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs enter into this Agreement to recover on the claims asserted in the Action, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way

concede that the claims alleged in the Action lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

II. Definitions

11. **“Action”** refers to the above-captioned consolidated action, *Davis, et al. v. Southern Graphics, Inc.*, Case No. 3:25-cv-563 (W.D. Ky.), and the Related Actions, and any other actions consolidated into the Action.

12. **“Agreement”** or **“Settlement”** or **“Settlement Agreement”** means this Class Action Settlement Agreement and Release, including all of its attachments and exhibits.

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

14. **“CAFA Notice”** means the Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

15. **“Cash Payment”** means compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash.

16. **“Cash Payment A – Documented Losses”** means the documented loss form of compensation Settlement Class Members may elect as a Class Member Benefit.

17. “**Cash Payment B – Alternate Cash**” means the *pro rata* flat-cash payment form of compensation Settlement Class Members may elect as a Settlement Class Member Benefit.

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

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

20. “**Claim Process**” means the process by which Claimants or Settlement Class members submit Claims to the Settlement Administrator for the election of Settlement Class Member Benefits.

21. “**Claim Form Deadline**” means the date which is 15 days before the initial scheduled Final Approval Hearing and the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Settlement Class Member Benefit.

22. “**Class Counsel**” means the following: Mariya Weekes of Milberg PLLC; Jeff Ostrow of Kopelowitz Ostrow, P.A.; William B. Federman of Federman & Sherwood; Raina Borrelli of Strauss Borrelli PLLC; and Grayson Wells of Stranch, Jennings & Garvey, PLLC.

23. “**Class List**” means the list of Settlement Class Members prepared by Defendant using information in Defendant’s records and provided to the Settlement Administrator by Defendant for Notice. The Class List shall include the Settlement Class Members’ names, postal addresses (if maintained by the Defendant) and email addresses (if maintained by the Defendant).

24. “**Class Representatives**” means those Plaintiffs who the Court approves as representatives of the Settlement Class.

25. “**Complaints**” means all complaints filed in the Related Actions and the Consolidated Class Action Complaint filed by Plaintiffs in the Action.

26. **“Consolidated Class Action Complaint”** means the consolidated complaint filed by Plaintiffs in the Action.

27. **“Court”** means the United States District Court for the Western District of Kentucky and the Judge(s) assigned to the Action.

28. **“Credit Monitoring”** means two years of one-bureau credit and identity theft monitoring services provided by CyEx that Settlement Class Members may as a Settlement Class Member Benefit.

29. **“Data Incident”** means the alleged unauthorized access to Defendant’s computer network resulting in the acquisition of Settlement Class members’ Private Information and discovered by Defendant on or about December 2, 2024.

30. **“Defendant”** means Southern Graphics, Inc. d/b/a SGS & Co., the defendant in the Action.

31. **“Defendant’s Counsel”** means P. Reiko Koyama of Hunton Andrews Kurth LLP.

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

33. **“Escrow Account”** means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

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

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

36. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be substantially in the form attached hereto as *Exhibit 5*.

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

38. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

39. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement.

40. “**Net Settlement Fund**” means the amount of the Settlement Fund following payment of Settlement Administration Costs, Valid Claims for Cash Payment A – Documented Losses, Valid Claims for Credit Monitoring, and any attorneys’ fees, costs, and Service Awards granted by the Court.

41. “**Notice**” means the Postcard Notice, Long Form Notice, and Claim Form that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval, as well as the Settlement Website and the Settlement Class member toll-free telephone line.

42. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice, Long Form Notice, and Claim Form, along with the Settlement Website, and the Settlement Class member toll-free telephone line.

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

44. “**Objection Deadline**” means the date that is 30 days before the initial scheduled Final Approval Hearing.

45. “**Opt-Out Deadline**” means the date that is 30 days before the initial scheduled Final Approval Hearing.

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

47. “**Plaintiffs**” means Shane Davis, Linda Greenwood, James Palmer, Richard Bust, and Dara Rojowski.

48. “**Postcard Notice**” means the postcard notice of the Settlement, which includes a tear-off Claim Form, substantially in the form attached hereto as ***Exhibit 1***, which the Settlement Administrator shall disseminate to Settlement Class Members by U.S. mail.

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

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

51. **“Private Information”** means any combination of names, contact information, dates of birth, Social Security numbers, tax identification numbers, driver’s license numbers and/or state identification card numbers, financial account and payment card information, passport numbers or other government identification numbers, health information, health insurance information, and any other personally identifiable information that may have been stored within Defendant’s information technology systems at the time of the Data Incident.

52. **“Related Actions”** means the following actions that were consolidated into the Action: *Shane Davis v. Southern Graphics, Inc. d/b/a SGS & Co.*, 3:25-cv-563 (W.D. Ky.); *Linda Greenwood v. Southern Graphics, Inc. d/b/a SGS & Co.*, 3:25-cv-610 (W.D. Ky.); *James Palmer v. Southern Graphics, Inc. d/b/a SGS & Co.*, 3:25-cv-613 (W.D. Ky.); *Richard Bust v. Southern Graphics, Inc. d/b/a SGS & Co.*, 3:25-cv-617 (W.D. Ky.); and *Dara Rojowski v. Southern Graphics, Inc. d/b/a SGS & Co.*, 3:25-cv-657 (W.D. Ky.).

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

54. **“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, based on contract, tort or any other theory, 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 or any alleged violations of laws or regulations cited in the Complaints or the Action.

55. **“Released Parties”** means Defendant and its past, present, and future parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on Defendant’s behalf, in their capacity as such. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

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

assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

57. “**Service Awards**” means the payments the Court may award the Plaintiffs who sign this Agreement for serving as Class Representatives.

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

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

60. “**Settlement Class**” means all living individuals in the United States whose Private Information was potentially compromised in the Data Incident, including all individuals who were mailed notice of the Data Incident from Defendant. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge(s) assigned to the Action, the Judge’s immediate family, and Court staff.

61. “**Settlement Class Member**” means any member of the Settlement Class.

62. “**Settlement Class Member Benefit**” means the Cash Payment and/or Credit Monitoring forms of compensation to be claimed by Settlement Class Members.

63. “**Settlement Fund**” means the non-reversionary all cash \$750,000.00 common fund that Defendant is obligated to fund under the terms of the Settlement.

64. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Postcard Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as

other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

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

III. Settlement Fund

66. Within 30 days of Preliminary Approval and receipt of all necessary information required to make payment (including payment instructions, applicable W-9 form, and contact to voice verify payment), Defendant shall fund or cause to be funded the Settlement Fund by paying or causing to be paid the total amount of \$750,000.00 into the Escrow Account. In no event will Defendant be required to pay more than \$750,000.00 as part of this Settlement. In the event there is no Final Approval, with the exception of any outstanding invoices due to the Settlement Administrator, all funds remaining in the Settlement Fund shall be payable to Defendant.

67. The Settlement Fund shall be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (2) all Settlement Administration Costs;

(3) any attorneys' fees and costs awarded by the Court to Class Counsel; and (4) any Service Awards to the Class Representatives approved by the Court.

68. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Regulations § 1.468B-1 at all times since creation of the Escrow Account. The funds in the Escrow Account shall earn a reasonable rate of interest and all interest shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including without limitation taxes payable by reason of any such indemnification).

69. Other than the payment of the Settlement Fund monies as described in Paragraph 66 of this Agreement, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the Settlement Fund or Escrow Account, investment of the Settlement Fund or Escrow Account, payment of federal, state, and local income, employment, unemployment, excise and any other taxes, penalties, interest or other charges related to taxes imposed on the Settlement Fund or Escrow Account or its disbursement, payment of administrative, legal, accounting, or other cost occasioned by the use or administration of the Settlement Fund or the Escrow Account.

70. The Settlement Administrator shall file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). Any contract, agreement, or understanding with the Settlement Administrator relating to the Settlement Fund Account shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § 1.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder, the costs of which shall be considered Settlement Administration Costs, and paid from the Settlement Fund.

IV. Certification of the Settlement Class

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

V. Settlement Consideration

72. When submitting a Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. Settlement Class Members may also elect to receive Credit Monitoring in accordance with the terms of this paragraph. The amount paid for Valid Claims for Cash Payment B – Flat Cash will be subject to a *pro rata* increase from the Net Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of the Cash Payments may be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the following order: Settlement Administration Costs, Class Representative Service Awards, Court-awarded attorneys’ fees and costs to Class Counsel, payment of Valid Claims for Credit Monitoring, payment of Valid Claims for Cash Payment A – Documented Losses, and then payment of Valid Claims for Cash Payment B – Alternate Cash. Any *pro rata* increases or decreases of Cash Payments will be on an equal percentage basis. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against the Released Parties without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a claim for a Cash Payment under this section for a maximum of \$3,500.00 per Settlement Class Member upon presentment of reasonable documented losses related to the Data Incident. To receive payment for documented losses, a Settlement Class Member must elect Cash Payment A on the Claim Form, attesting under penalty of perjury, and submit reasonable documentation supporting the losses, which means

documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if the Settlement Class Member's Claim is rejected by the Settlement Administrator for any reason and the Settlement Class Member fails to cure, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

b. Cash Payment B – Alternate Cash

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash, which is a *pro rata* flat-cash payment of the Net Settlement Fund.

c. Credit Monitoring

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for two years of one-bureau Credit Monitoring services provided by CyEx.

73. **Cy Pres Recipient:** After Settlement Class Members who submitted Valid Claims for Cash Payments are given an opportunity to cash their checks, as provided for herein, any remaining funds in the Settlement Fund shall be distributed to a *cy pres* recipient to be agreed upon

by the Parties. Such recipient shall have no affiliation with the Parties or their counsel and must be reasonably related to privacy or data protection, or the promotion of the same through training and awareness programs.

VI. Settlement Approval

74. Class Counsel will use best efforts to submit the Motion for Preliminary Approval to the Court within 14 days of the execution of this Agreement.

75. The Motion for Preliminary Approval shall, among other things, request the Court (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Mariya Weekes, Jeff Ostrow, William B. Federman, Raina Borrelli, and Grayson Wells as Class Counsel for Settlement purposes; (7) appoint Plaintiffs as Class Representatives; (8) appoint Simpluris as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

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

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

78. The Settlement Administrator's duties include the following:

- a. Provide CAFA Notice;
- b. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- c. Establish and maintain the Settlement Fund in the Escrow Account;
- d. Establish and maintain a post office box to receive opt-out requests, objections, and Claim Forms from Settlement Class Members;
- e. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;
- f. Establish and maintain an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;
- g. Respond to any mailed Settlement Class member inquiries;
- h. Process all opt-out requests from Settlement Class members;

i. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

j. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

k. Distribute Cash Payments from the Settlement Fund;

l. Ensure Credit Monitoring redemption codes are sent to all Settlement Class Members who elect Credit Monitoring;

m. Pay Court-approved attorneys' fees, costs, and Service Awards out of the Settlement Fund;

n. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

o. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Credit Monitoring redemption codes have been properly distributed.

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

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

80. Within 20 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. As described herein, the Settlement Administrator shall disseminate the Postcard Notice, substantially in the form attached hereto as ***Exhibit 1***, to Settlement Class Members by U.S. mail and post the Long Form Notice, substantially in the form attached hereto as ***Exhibit 2***, on the Settlement Website.

81. The Postcard Notice shall include, among other information, the following: a description of the material terms of the Settlement; a tear-off Claim Form with instructions how to submit a Claim Form; the Claim Form Deadline; Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees and Costs; the Final Approval Hearing date; the Settlement Class toll-free telephone number, and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional

notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

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

83. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time prior to the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked on or before the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), the title of the Action, and a statement indicating a request to be excluded from the Settlement Class. Requests to opt out may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

84. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by

U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted on or before the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have excluded him/herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

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

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

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

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

86. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. This includes taking depositions and propounding document requests.

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

88. The Notice Program shall be completed in its entirety no later than 45 days before the original date set for the Final Approval Hearing.

IX. Claims Process and Disbursement of Cash Payments

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

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

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

92. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

93. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement

Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from the Claimant or deny the Claim, subject to the supervision of the Parties and ultimate oversight by the Court.

94. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent via mail and postmarked or sent via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant's Counsel and Class Counsel otherwise agree.

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

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

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

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class

Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

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

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

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

99. No later than 75 days after Final Approval or 30 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

100. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Following Final Approval, the Settlement Administrator will send Settlement Class Members an email to select a form of electronic payment or to receive payment by paper check. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have 90 days to select their form of payment following such email from the Settlement Administrator. Paper checks must be

negotiated within 90 days of issuance. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their right to the funds.

101. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class Members are sent an email to select their form of payment, said funds attributable to unclaimed and undeliverable funds shall be treated as residual funds shall be treated as residual funds and distributed to an appropriate mutually agreeable *cy pres* recipient to be approved by the Court.

102. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Credit Monitoring with information on how to enroll in the Credit Monitoring, including the Credit Monitoring redemption code.

X. Final Approval Order and Final Judgment

103. Plaintiffs shall file their Motion for Final Approval, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 10 days before the Opt-Out and Objection Deadlines. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Member (or their counsel) who objects to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

104. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application

for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall effectuate the following, among other things:

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

XI. Service Awards, Attorneys' Fees and Costs

105. *Service Awards* – In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in the amount not to exceed \$2,500.00 each. If approved, the Service Awards shall be paid by the Settlement Administrator out of the Settlement Fund within five days of Final Approval. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits.

106. Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund (\$250,000.00), plus reimbursement of reasonable litigation costs. The attorneys' fees and costs award approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within five days of Final Approval.

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

XII. Releases

108. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any federal or state statutory or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had. Each Party expressly waives all rights under California Civil Code section 1542, 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.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

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

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

111. The power to enforce any term of this Settlement is not affected by the releases in this section.

XIII. Termination of Settlement

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

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

113. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

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

115. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 21 days of termination.

XIV. Effect of Termination

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

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

118. If the number of opt outs exceeds 5% of the total Settlement Class, Defendant may terminate this Agreement by serving on Class Counsel and filing with the Court, a notice of termination within 10 days of Defendant being provided the final opt out list by the Settlement Administrator.

XV. No Admission of Liability

119. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaints. Defendant specifically denies that a class could or should be certified in the Action or Related Actions for litigation purposes. Defendant does not admit any

liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action or Related Actions.

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

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

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

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

XVI. Miscellaneous Provisions

124. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement.

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

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

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

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

129. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or

warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

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

131. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Kentucky, without regard to the principles thereof regarding choice of law.

132. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

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

134. ***Calculation of Time.*** In the event that any deadline or required date of performance under this Agreement falls on a Saturday, Sunday, or legal holiday, such deadline shall be deemed to occur on the next succeeding business day.

135. **Notices.** All notices provided for herein, shall be sent by email.

a. If to Plaintiffs or Class Counsel:

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

Maryia Weekes
Milberg PLLC
333 SE 2nd Avenue, Suite 2000
Miami, FL 33131
mweekes@milberg.com

William B. Federman
Tex. Bar No. 00794935
Federman & Sherwood
4131 N. Central Expressway, Suite 900
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wbf@federmanlaw.com

Raina C. Borrelli
Strauss Borrelli PLLC
One Magnificent Mile
980 N Michigan Avenue, Suite 1610
Chicago IL, 60611
raina@straussborrelli.com

Grayson Wells
Stranch, Jennings & Garvey, PLLC
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
gwells@stranchlaw.com

b. If to Defendant or Defendant's Counsel:

P. Reiko Koyama
Hunton Andrews Kurth LLP

2200 Pennsylvania Avenue NW
Washington, DC 20037-1701
pkoyama@hunton.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

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

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

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

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

140. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge the following: (a) they have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, it will not affect or in any

respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with the Action pursuant to the terms of this Agreement now. Thus, in furtherance of the Parties' intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

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

142. ***Bar to Future Suits.*** Upon entry of the Final Approval Order, the Releasing Parties shall be enjoined from prosecuting any Released Claim in any proceeding against 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 proceeding subject to this paragraph.

Signature page to follow

CLASS COUNSEL (for Plaintiffs)

Jeffrey Ostrow

Jeffrey Ostrow (Dec 30, 2025 10:29:22 EST)

JEFF OSTROW

KOPELOWITZ OSTROW P.A.

*Co-Lead Counsel for Plaintiffs
and the Settlement Class*

Mariya Weekes

Mariya Weekes (Dec 30, 2025 10:24:32 EST)

MARIYA WEEKES

MILBERG PLLC

*Co-Lead Counsel for Plaintiffs
and the Settlement Class*

William B. Federman

William B. Federman (Dec 30, 2025 09:27:06 CST)

WILLIAM B. FEDERMAN

FEDERMAN & SHERWOOD

*Co-Lead Counsel for Plaintiffs
and the Settlement Class*

Raina Borrelli

Raina Borrelli (Dec 30, 2025 09:22:35 CST)

RAINA BORRELLI

STRAUSS & BORRELLI PLLC

*Co-Lead Counsel for Plaintiffs
and the Settlement Class*

Grayson Wells

GRAYSON WELLS

STRANCH, JENNINGS & GARVEY PLLC

*Co-Lead Counsel for Plaintiffs
and the Settlement Class*

DEFENDANT

By: Justin Schauer

Jan. 9, 2026

Its: Vice President, General Counsel and Secretary

DEFENDANT'S COUNSEL

P. Reiko Koyama

Jan. 9, 2026

P. REIKO KOYAMA, ESQ.

HUNTON ANDREWS KURTH LLP

EXHIBIT 1
(POSTCARD NOTICE)

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

First-Class
 Mail
 US Postage
 Paid
 Permit # _____

Davis, et al. v. Southern Graphics, Inc.
 Case No. 3:25-cv-563

IF YOUR PRIVATE INFORMATION WAS
 COMPROMISED IN THE DECEMBER 2024
SOUTHERN GRAPHICS, INC.
 DATA INCIDENT, A PROPOSED CLASS
 ACTION SETTLEMENT MAY AFFECT YOUR
 RIGHTS AND ENTITLE YOU TO BENEFITS
 AND A CASH PAYMENT.

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

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

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



Why am I receiving this notice?

A Settlement has been reached with Southern Graphics, Inc. ("Defendant") in a class action lawsuit ("Settlement"). The case is about the December 2024 cyberattack on Defendant's computer systems (the "Data Incident"). Files containing Private Information were accessed. Defendant 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 living individuals in the United States whose Private Information was potentially compromised in the Data Incident, including all individuals who were mailed notice of the Data Incident from Defendant." The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

What are the Settlement benefits?

You can claim two years of **Credit Monitoring** and one of two **Cash Payment** options.

Cash Payment A – Documented Losses: If you have documented losses you can receive up to **\$3,500** for out-of-pocket expenses.

Cash Payment B – Alternate Cash: instead of *Cash Payment A*, you can receive a one-time *pro rata* cash payment.

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 losses, 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 Defendant for the claims made in *this* lawsuit. If you opt-out, you cannot get 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 exclude yourself or object.

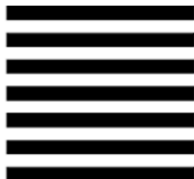
When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$250,000, and \$2,500 as a service award for each of the NamPlaintiffs. You may attend the hearing at your own cost, but you do not have to.

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

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



Southern Graphics Data Incident Settlement

#. 332

«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.

Login ID: «LoginID»

PIN: «PIN»

Only one Claim Form per Class Member.

INSTRUCTIONS: Use this card to submit your claim for two years of Credit Monitoring and/or Cash Payment B—
Alternate Cash.

To claim cash payments for out-of-pocket losses, 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 two years of Credit Monitoring from CyEx Financial Shield Complete.

☐

Check this box to claim a one-time pro rata Cash Payment B—Alternate Cash.

How would you like to be paid:

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

For digital payment options, please PRINT your email address
LEGIBLY on the line 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 2 (LONG FORM NOTICE)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Davis, et al. v. Southern Graphics, Inc.

Case No. 3:25-cv-563

US District Court for the Western District of Kentucky

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE DECEMBER 2024 SOUTHERN GRAPHICS, 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 Southern Graphics, Inc.¹ (“Southern Graphics” or “Defendant”) in a class action lawsuit. This case is about the alleged targeted cyberattack on Southern Graphics' computer systems that occurred in December 2024 (the “Data Incident”). The case alleged that certain files that contained Private Information were accessed. These files may have contained personal information such as names; Social Security numbers; tax identification numbers; driver's license numbers and/ or state identification card numbers; financial account and payment card information; passport numbers or other government identification numbers; health information; and/or health insurance information; and other personally identifiable information stored within Defendant's information technology systems at the time of the Data Incident.
- The lawsuit is called *Davis, et al. v. Southern Graphics, Inc.*, Case No. 3:25-cv-563. It is pending in the US District Court for the Western District of Kentucky (the “Litigation”).
- Southern Graphics denies the allegations in the lawsuit and any wrongdoing or liability in the Litigation, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Southern Graphics' records indicate that you are a Settlement Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Southern Graphics.

¹ Southern Graphics, Inc. is now Southern Graphics LLC.

- 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.	<u> </u> , 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 to be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 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 Settlement Class Member benefits.	<u> </u> , 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 to 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.....	7
THE COURT’S FINAL APPROVAL HEARING	9
IF I DO NOTHING	9
GETTING MORE INFORMATION	10

Basic Information

1. Why was this Notice issued?

The US District Court for the Western District of Kentucky, 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 *Davis, et al. v. Southern Graphics, Inc.*, Case No. 3:25-cv-563. It is pending in the US District Court for the Western District of Kentucky. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Southern Graphics, Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the December 2024 targeted cyberattack on Southern Graphics' computer systems, certain files that contained Private Information were accessed. These files may have contained personal information such as names; Social Security numbers; tax identification numbers; driver's license numbers and/ or state identification card numbers; financial account and payment card information; passport numbers or other government identification numbers; health information; and/or health insurance information; and other personally identifiable information stored within Defendant's information technology systems at the time of the Data Incident.

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 Shane Davis; Linda Greenwood; James Palmer; Richard Bust; and Dara Rojowski. Everyone included in this Action are the Settlement Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Settlement Class this way: “All living individuals in the United States whose Private Information was potentially compromised in the Data Incident, including all individuals who were mailed notice of the Data Incident from Defendant.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge(s) assigned to the Action, the Judge’s immediate family, and Court staff.

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

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

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

The Settlement Benefits

7. What does the Settlement provide?

Southern Graphics has agreed to create a \$750,000.00 Settlement Fund. This fund will be used to pay for all costs of litigation, attorneys fees, and for the Settlement Class Benefits that are explained below.

All Settlement Class Members may claim **Credit Monitoring** and one of two **Cash Payment** options. The benefits are explained in more detail below.

CREDIT MONITORING. All Settlement Class Members are eligible to enroll in two years 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 anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENTS. Settlement Class Members who have documented losses may choose **Cash Payment A – Documented Losses**. Alternatively, you may claim a one-time **Cash Payment B – Alternate Cash** pro rata cash payment.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you may receive up to **\$3,500.00**. The losses must have occurred between December 2, 2024, 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 need to 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.

-OR-

Cash Payment B – Alternate Cash. Instead of *Cash Payment A*, you may claim a one-time *pro rata* cash payment. The payment amount will be calculated by dividing the Settlement Fund by the number of valid and timely claims.

Once an estimate for how much this payment is available, it will provided on the Settlement Website.

You do not have to provide any proof or explanation to claim this payment.

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: Southern Graphics 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 Settlement Class?

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

Submitting a Claim Form for a Settlement Payment

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

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

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

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

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 attorneys Mariya Weekes of Milberg PLLC; Jeff Ostrow of Kopelowitz Ostrow, P.A.; William B. Federman of Federman & Sherwood; Raina Borrelli of Strauss Borrelli PLLC; and Grayson Wells of Stranch, Jennings & Garvey, PLLC, to represent you and other Settlement Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve up to \$250,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid from the Settlement Fund.

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 Southern Graphics 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: *Davis, et al. v. Southern Graphics, Inc.*, Case No. 3:25-cv-563, pending in the US District Court for the Western District of Kentucky;
- (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:

Southern Graphics 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 like or do not like the Settlement?

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

You cannot object if you have 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: *Davis, et al. v. Southern Graphics, Inc.*, Case No. 3:25-cv-563, pending in the US District Court for the Western District of Kentucky;
- (2) your full name, mailing address, telephone number, and email address (if any);

- (3) the number of times you have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- (4) the identity of all counsel, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
- (5) the number of times in which your counsel and/or your counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;
- (6) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (7) a statement confirming whether you and/or your counsel intends to personally appear and/or testify at the Final Approval Hearing; and
- (8) your signature (if you have hired your own lawyer, their signature is not sufficient).

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 [Court Address]	Southern Graphics Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	Counsel for Defendants
Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Boulevard, Suite 500 Fort Lauderdale, FL 33301 Mariya Weekes Milberg PLLC 333 SE 2nd Avenue, Suite 2000 Miami, FL 33131 William B. Federman Federman & Sherwood 4131 N. Central Expressway, Suite 900 Dallas, TX 75204	P. Reiko Koyama Hunton Andrews Kurth LLP 2200 Pennsylvania Avenue NW Washington, DC 20037

Raina C. Borrelli Strauss Borrelli PLLC One Magnificent Mile 980 N Michigan Avenue, Suite 1610 Chicago IL, 60611 Grayson Wells Stranch, Jennings & Garvey, PLLC 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203	
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17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not 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 US District Court for the Western District of Kentucky, at **[Court Address]**.

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

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

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

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

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

If I Do Nothing

20. What happens if I do nothing at all?

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

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

Getting More Information

21. How do I get more information?

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

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

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

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

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

**EXHIBIT 3
(CLAIM FORM)**

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

Case No. 3:25-cv-563
US District Court for the Western District of Kentucky

DATA INCIDENT SETTLEMENT CLAIM FORM

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

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All living individuals in the United States whose Private Information was potentially compromised in the Data Incident, including all individuals who were mailed notice of the Data Incident from Defendant.” “Defendant” is Southern Graphics, Inc.¹

Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge(s) assigned to the Action, the Judge’s immediate family, and Court staff.

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

AVAILABLE BENEFITS

Defendant has agreed to create a \$750,000.00 Settlement Fund. This fund will be used to pay for all costs of litigation, attorneys fees, and for the Settlement Class Benefits that are explained below.

All Settlement Class Members may claim **Credit Monitoring** and one of two **Cash Payment** options. The benefits are explained in more detail below.

CREDIT MONITORING. All Settlement Class Members are eligible to enroll in two years 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 anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENTS. Settlement Class Members who have documented losses may choose **Cash Payment A – Documented Losses**. Alternatively, you may claim a one-time **Cash Payment B – Alternate Cash** pro rata cash payment.

¹ Southern Graphics, Inc. is now Southern Graphics LLC.



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

Case No. 3:25-cv-563
US District Court for the Western District of Kentucky

DATA INCIDENT SETTLEMENT CLAIM FORM

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

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you may receive up to **\$3,500.00**. The losses must have occurred between December 2, 2024, 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 need to 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.

Cash Payment B – Alternate Cash. Instead of _____ you may claim a one-time _____ cash payment. The payment amount will be calculated by dividing the Settlement Fund by the number of valid and timely claims.

Once an estimate for how much this payment is available, it will provided on the Settlement Website.

You do not have to provide any proof or explanation to claim this payment.

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

Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

Call toll free, 24/7: 1-XXX-XXX-XXXX

By mail: Southern Graphics 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](http://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].

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



[Claims Deadline]

[Claims Deadline]

US District Court for the Western District of Kentucky

DATA INCIDENT SETTLEMENT CLAIM FORM

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.**

--

Last Name

--

Street Address

Zip Code

Login ID (if known)

II. CREDIT MONITORING

Check this box if you would like to enroll in two years of Credit Monitoring from CyEx Financial Shield Complete.

III. CASH PAYMENT A – DOCUMENTED LOSSES

Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You may receive up to \$3,500.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION IV.**

[illegible]

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



Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Case No. 3:25-cv-563
US District Court for the Western District of Kentucky

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

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. CASH PAYMENT B – ALTERNATE CASH

Check this box if you want to claim a one-time
ARE CLAIMING PAYMENTS FROM SECTION III.

cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU**

V. 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.

VI. 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

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



EXHIBIT 4
(PRELIMINARY APPROVAL ORDER)

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY**

SHANE DAVIS, LINDA GREENWOOD,
JAMES PALMER, RICHARD BUST, and
DARA ROJOWSKI, *individually and on behalf
of all others similarly situated,*

Plaintiffs,

v.

SOUTHERN GRAPHICS, INC. d/b/a SGS &
CO.,

Defendant.

Case No. 3:25-cv-563

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
AND PROVISIONALLY CERTIFYING SETTLEMENT CLASS**

THIS CAUSE comes before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.¹ Plaintiffs' unopposed Motion requests entry of an order (1) conditionally certifying the proposed Settlement Class for the purpose of Settlement; (2) preliminarily approving the Settlement; (3) appointing Jeff Ostrow of Kopelowitz Ostrow P.A.; Mariya Weekes of Milberg PLLC; William B. Federman of Federman & Sherwood; Raina Borrelli of Strauss Borrelli PLLC; and Grayson Wells of Stranch, Jennings & Garvey, PLLC as Class Counsel for Settlement purposes; (4) conditionally appointing Plaintiffs as Class Representatives; (5) approving the forms and substance of the Notices, Notice Program, Claim Form, and Claim Process; (6) approving the procedures for Settlement Class Members to opt-out of or object to the Settlement; (7) appointing Simpluris, Inc. as the Settlement Administrator and ordering it to

¹ All capitalized terms used herein have the same meanings as those defined in Section II of the Settlement Agreement, attached to the Motion as ***Exhibit A*** ("SA").

implement the Notice Program; (8) staying the Action pending Final Approval of the Settlement; and (9) scheduling a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

Having carefully reviewed the proposed Settlement Agreement and its exhibits, all relevant filings, and the record, the Court finds that the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, the proposed Notice Program and Claim Process should be approved, and Class Representatives, Class Counsel, and the Settlement Administrator should be appointed. Accordingly, it is hereby

ORDERED AND ADJUDGED that the Motion is **GRANTED** as set forth herein.

Background

This Action arises from an alleged Data Incident involving Defendant Southern Graphics, Inc.'s, systems, which Defendant allegedly discovered in December 2024. The Data Incident potentially affected the Private Information of Plaintiffs and Settlement Class Members. In their operative Complaint, Plaintiffs assert claims against Defendant for negligence, negligence *per se*, breach of implied contract, unjust enrichment, breach of fiduciary duty, violation of the Kentucky Consumer Protection Act, and declaratory judgment. Following the filing of the Complaints in the Related Actions, the Parties began discussing a potential resolution of the Action. In connection with those discussions, Plaintiffs requested, and Defendant produced informal discovery related to the nature and cause of the Data Incident, the size and scope of the putative class, Settlement Class Members' damages, and Defendant's financial condition. The Parties then engaged in arms-length negotiations through experienced counsel, which ultimately resulted in their agreement to resolve the Action through the proposed Settlement. The Parties worked to draft, negotiate, and finalize

the Settlement Agreement, Notices, and Claim Form accompanying the Motion for Preliminary Approval.

Pursuant to the Settlement Agreement, Defendant will establish a non-reversionary, \$750,000.00 Settlement Fund to settle the Action, which will be used to pay (a) Settlement Class Members' Valid Claims for Settlement Payments (Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash); (b) Settlement Class Members' Valid Claims for Credit Monitoring services; (3) Settlement Administration Costs, including the costs of Notice; (4) any attorneys' fees and reimbursement of reasonable litigation costs awarded by the Court to Class Counsel; and (4) any Service Awards to Class Representatives approved by the Court.

Plaintiffs now seek Preliminary Approval of the Settlement on behalf of the proposed Settlement Class. Defendant does not oppose the Motion and agrees that the Court should grant Preliminary Approval and allow Notice to issue to the Settlement Class. As further discussed below, the Settlement falls within the range of judicial approval and includes a comprehensive Notice Program and Claim Process. As such, the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, and the proposed Notice Program, Notices, Claim Process, and Claim Form should be approved.

Preliminary Certification of the Settlement Class

1. This Court has jurisdiction over this Action, Plaintiffs, all Settlement Class Members, Defendant and any party to an agreement that is part of or related to the Settlement.

2. The Court provisionally and preliminarily certifies the following Settlement Class for Settlement purposes only, finding the Court is likely to finally certify it at Final Approval:

All living individuals in the United States whose Private Information was potentially compromised in the Data Incident, including all individuals who were mailed notice of the Data Incident from Defendant.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge(s) assigned to the Action, the Judge's immediate family, and Court staff.

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

4. Plaintiffs Shane Davis, Linda Greenwood, James Palmer, Richard Bust and Dara Rojowski are designated and appointed as the Class Representatives for settlement purposes only on behalf of the Settlement Class.

5. The Court previously designated Jeff Ostrow of Kopelowitz Ostrow P.A.; Mariya Weekes of Milberg PLLC; William B. Federman of Federman & Sherwood; Raina Borrelli of Strauss Borrelli PLLC; and Grayson Wells of Stranch, Jennings & Garvey, PLLC as interim co-lead counsel, finding they satisfied the adequacy requirements of Federal Rule of Procedure 23(g). The Court now affirms that ruling and finds that they are experienced attorneys and will adequately protect the interests of the Settlement Class, and appoints them as Class Counsel pursuant to Rule 23(g).

Preliminary Approval of the Proposed Settlement

6. Upon preliminary review, pursuant to Federal Rule of Civil Procedure 23(e)(2) and applying the relevant factors considered by courts in the Sixth Circuit, *see UAW v. GMC*, 497 F.3d 615, 631 (6th Cir. 2007), the Court finds the proposed Settlement is likely to be approved as fair, reasonable, and adequate at the Final Approval Hearing, otherwise meets the criteria for Preliminary Approval, and warrants issuance of Notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

Final Approval Hearing

7. A Final Approval Hearing shall take place before the Court on _____, **2026** at _____ **am/pm** to determine, among other things, whether (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3); (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims against Defendant in the Action should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and final Judgment should be entered; and (e) the Application for Attorneys' Fees, Costs, and Service Awards should be granted. Any other matter the Court deems necessary and appropriate will also be addressed at the Final Approval Hearing.

8. Class Counsel intends to seek an award of attorneys' fees equal to one-third of the Settlement Fund (\$250,000.00), plus reasonable litigation costs and expenses, to be paid from the Settlement Fund and subject to Court approval. Service Awards of up to \$2,500.00 per Class Representative will also be sought. These amounts appear reasonable, but the Court will defer

ruling on those awards until the Final Approval Hearing when considering the Application for Attorneys' Fees, Costs, and Service Awards.

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

10. Any Settlement Class Member that has not timely and properly opted out from the Settlement in the manner described below may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement and the Application for Attorneys' Fees, Costs, and Service Awards; provided, however, no member of the Settlement Class that has elected to opt out of the Settlement shall be entitled to object or otherwise appear, and no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

Settlement Administration

11. Simpluris, Inc. is appointed as the Settlement Administrator, with responsibility for implementing and completing the Notice Program, overseeing the Claim Process, and performing all other acts necessary for Settlement Administration. All reasonable Settlement Administration Costs will be paid from the Settlement Fund, as provided in the Settlement.

Notice to the Settlement Class

12. Pursuant to Federal Rule of Civil Procedure 23(e), the Court approves the Notice Program including the Settlement Website and toll-free telephone line and forms of Notice, including the Postcard Notice and Long Form Notice attached as Exhibits 1 and 2 to the Settlement Agreement, and finds that the dissemination of Notice substantially in the manner and forms set

forth in the Settlement Agreement complies fully with the requirements of the Rule 23 and due process of law, and is the best notice practicable under the circumstances.

13. The Court finds that the form, content, and method of the Notices (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23(c), the constitutional requirement of due process, and any other legal requirements. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by the Settlement Class.

14. The Court further approves the Claim Form attached as Exhibit 3 to the Settlement Agreement, which will be available both on the Settlement Website and in tear-off form with the Postcard Notice.

15. Non-material modifications to the Notices and Claim Form may be made by written agreement of the Parties without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks the Settlement requires.

16. The Court hereby orders that, within five days of entry of this Preliminary Approval Order, Defendant shall provide the Settlement Administrator with a list of the names and contact information of the Settlement Class Members possessed by Defendant.

17. The Settlement Administrator shall send all notices that are required by the Class Action Fairness Act of 2005 (“CAFA”) as specified in 28 U.S.C. § 1715 (“CAFA Notices”). Class

Counsel and Defendant's Counsel shall cooperate promptly and fully in the preparation of such CAFA Notices.

18. All costs incurred in disseminating or otherwise in connection with the Notices pursuant to the Notice Program and CAFA Notices shall be paid from the Settlement Fund.

Opting-Out of the Settlement Class

19. Members of the Settlement Class may opt-out of the Settlement Class at any time on or before the Opt-Out Deadline (30 days before the initial scheduled Final Approval Hearing) by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must be in writing and personally signed by the Settlement Class Member seeking exclusion, and must contain the requestor's name, address, telephone number, and email address (if any), the title of the Action, and a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by all of the terms and provisions of the Settlement Agreement, including the Releases and Released Claims, whether or not such Settlement Class Member objected to the Settlement and whether or not such Settlement Class Member received consideration under the Settlement Agreement. Requests to opt out may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs.

20. Any member of the Settlement Class who timely and validly opts-out from the Settlement Class shall not, provided the Court grants Final Approval, (i) be bound by any orders or Judgment entered for or against the Settlement Class, (ii) be entitled to relief under the Settlement Agreement, (iii) gain any rights by virtue of the Settlement Agreement, or (iv) be entitled to object to any aspect of the Settlement Agreement.

Objecting to the Settlement

21. A Settlement Class Member that complies with the requirements of this Preliminary Approval Order and the Settlement Agreement may object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards. Objections must be made by submitting written objections to the Settlement Administrator, postmarked no later than the Objection Deadline (30 days before the initial scheduled Final Approval Hearing).

22. For an objection to be considered by the Court, the relevant Settlement Class Member must not have excluded him or herself from the Settlement Class.

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

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

- e. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;
 - f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
 - g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
 - h. the objector's signature (an attorney's signature is not sufficient).
24. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. This includes taking depositions and propounding written discovery.
25. Any Settlement Class Member who fails to object to the Settlement in accordance with the procedures set forth in the Settlement Notices and mandated in this Preliminary Approval Order shall be deemed to have waived any objection to (a) the Settlement; (b) the Release; (c) entry of Final Approval Order or any judgment; (d) Class Counsel's application for fees, costs and expenses; and/or (e) the Service Awards for Class Representatives, whether by appeal, collateral attack or otherwise.

Claim Process and Distribution Plan

26. The Settlement establishes a Claim Process for assessing and determining the validity of Claims and a methodology for distributing Settlement Class Member Benefits to

Settlement Class Members who submit Valid Claims. The Court preliminarily approves this process.

27. Settlement Class Members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement Agreement and Claim Form. If the Settlement is finally approved, any Settlement Class Member that qualifies for any Settlement Class Member Benefit but fails to submit a Claim in accordance with the requirements and procedures specified in the Settlement Agreement, Claim Form, and this Order shall be forever barred from receiving any such benefit. Such Settlement Class Member, however, will in all other respects be subject to and bound by the provisions of the Settlement Agreement, including the Releases, the Final Approval Order, and final Judgment.

Termination of the Settlement Agreement and Use of this Preliminary Approval Order

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

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

a claim for class certification; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

Stay of Proceedings

30. Except as necessary to effectuate this Preliminary Approval Order, this Action and any Court deadlines set in this Action are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

Jurisdiction Pending Settlement Approval

31. This Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof, in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

Summary of Deadlines

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

Notice Program Commences	20 days after Preliminary Approval Order
Notice Completion Date (Notice Plan Completed, Including Reminder Notice)	45 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing

Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards	10 days before Opt-Out and Objection Deadlines
Deadline to Submit Claim Forms	15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	_____, 2026, at ____ am/pm.

SO ORDERED THIS _____ DAY OF _____, 2025.

Hon.
United States District Court Judge

EXHIBIT 5
(FINAL APPROVAL ORDER)

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY**

SHANE DAVIS, LINDA GREENWOOD,
JAMES PALMER, RICHARD BUST, and
DARA ROJOWSKI, *individually and on behalf
of all others similarly situated,*

Plaintiffs,

v.

SOUTHERN GRAPHICS, INC. d/b/a SGS &
CO.,

Defendant.

Case No. 3:25-cv-563

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

Before the Court is Plaintiffs'¹ Motion for Final Approval and Application for Attorneys' Fees Costs and Service Awards [Dkt. No. __]. In connection with the Motion for Final Approval, the Court has considered the motion with supporting declarations and the Settlement Agreement, along with the exhibits attached thereto. In addition, the Court has considered the arguments of counsel, the pleadings, and record in this Action. The Court determines good cause exists to grant the Motion for Final Approval, and it is hereby granted.

I. Background

This Action arises from a Data Incident involving Defendant Southern Graphics, Inc's, systems, which Defendant discovered in December 2024. The Data Incident potentially affected the Private Information of Plaintiffs and Settlement Class Members (approximately 39,642

¹ All capitalized terms used herein have the same meanings as those defined in Section II of the Settlement Agreement, attached to the Motion for Final Approval as ***Exhibit A*** ("SA").

individuals). Following Defendant's mailing notice of the Data Incident to potentially impacted individuals, Defendant was sued in five related lawsuits in this Court arising from the Data Incident, which asserted similar claims on behalf of overlapping putative classes. The related lawsuits were consolidated into this Action by order of the Court on November 25, 2025. [Dkt. No. 27]. In addition to consolidating the related actions, the Court designated Jeff Ostrow, Mariya Weekes, William B. Federman, Raina Borrelli, and Grayson Wells as interim co-lead counsel, determining they met the adequacy requirements for appointment under Federal Rule of Civil Procedure 23(g).

On December 22, 2025, Plaintiffs filed their operative Consolidated Class Action Complaint against Defendant, alleging causes of action for negligence, negligence *per se*, breach of implied contract, breach of fiduciary duty, unjust enrichment, violation of the Kentucky Consumer Protection Act, and declaratory/injunctive relief. The Parties also began discussing resolving the Action through Settlement. To aid in these discussions,

Thereafter, the Parties began discussing resolution of the Action. In connection with these discussions, Plaintiffs requested, and Defendant produced informal discovery related to the nature and cause of the Data Incident, the size and scope of the putative class, the nature and scope of the affected data, and Defendant's data security practices. Plaintiffs also consulted with liability and damage experts. The Parties' good-faith negotiations were successful and resulted in their agreement in principle as to all material terms of the Settlement.

On _____, Plaintiffs filed their Motion for Preliminary Approval of the Settlement. [Dkt. No. ____]. On _____, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*, (1) preliminarily approved the Settlement; (2) determined, for purposes of Settlement, that the Action should proceed as a class action, and certified the

Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Jeff Ostrow of Kopelowitz Ostrow P.A, Mariya Weekes of Milberg PLLC, William B. Federman of Federman & Sherwood, Raina Borelli of Strauss Borrelli PLLC, and Grayson Wells of Stranch, Jennings & Garvey, PLLC as Class Counsel; (5) appointed Simpluris, Inc. as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; and (8) set the Final Approval Hearing date. [Dkt. No. ____].

Thereafter, in accordance with the Court's Preliminary Approval Order, Notice was provided to the Settlement Class by Postcard Notice and the Long Form Notice, as well as the Settlement Website and the Settlement Class Member toll-free telephone line.

On _____, 2026, the Court held a Final Approval Hearing to (1) determine whether to finally certify the Settlement Class pursuant to Federal Rule of Civil Procedure 23(a) and b(3); (2) determine whether the terms of the Settlement Agreement and the proposed Settlement provided for therein are fair, reasonable, adequate, and in the best interests of the Settlement Class and should be approved pursuant to Federal Rule of Civil Procedure 23(e); (3) affirm the appointment of Class Counsel, Class Representatives, and the Settlement Administrator; (4) consider the Application for Attorneys' Fees, Costs, and Service Awards; and (5) to hear and consider other matters as appropriate with regard to the Settlement.

II. Opinion and Order

Based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. The Court has jurisdiction over the Action and to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 1332(d) and 1367.

Class Certification and Final Approval of the Settlement

2. Defendant has fully complied with the provisions of the Class Action Fairness Act, 28 U.S.C. § 1715(b).

3. The terms of the Agreement are fair, adequate, and reasonable. In so finding, the Court has considered the Rule 23(e)(2) factors and the relevant factors considered by courts in the Sixth Circuit, *see UAW v. GMC*, 497 F.3d 615, 631 (6th Cir. 2007), keeping in mind that “the law generally favors and encourages the settlement of class actions.” *Franks v. Kroger Co.*, 649 F.2d 1216, 1224 (6th Cir. 1981); *see also In re Telectronics Pacing Sys., Inc.*, 137 F. Supp. 2d 985, 1008 (S.D. Ohio 2001) (“Being a preferred means of dispute resolution, there is a strong presumption by courts in favor of settlement.”).

4. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all those entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23 and all other applicable law and rules. The Claim Process is also fair, and the Claim Form is easily understandable.

5. A list of the individuals who have opted-out of the Settlement is attached hereto as ***Exhibit A***. Those individuals will not be bound by the Agreement or the Releases contained therein.

6. Based on the information presented to the Court, the Claim Process has proceeded consistent with the Agreement and the Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the

Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

7. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

8. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

9. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

10. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

11. The appointment of Plaintiffs as Class Representatives is affirmed.

12. The appointment of Class Counsel is affirmed.

13. The appointment of the Settlement Administrator is affirmed.

14. The Court affirms its findings that the Settlement Class meets the relevant requirements of Rule 23(a) and (b)(3) for the purposes of the Settlement in that (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class

predominate over any questions affecting any individual member; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement, and only — opt-outs, indicating an overwhelmingly positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

15. Therefore, the Court finally certifies the following Settlement Class:

All living individuals in the United States whose Private Information was potentially compromised in the Data Incident, including all individuals who were mailed notice of the Data Incident from Defendant.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge(s) assigned to the Action, the Judge's immediate family, and Court staff.

16. Judgment shall be entered dismissing the Action with prejudice, on the merits.

17. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall automatically be deemed to have fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Data Incident; or (b) any of the alleged violations of laws or regulations cited in the Complaints, the Action, or the Related Actions.

18. With respect to the Released Claims, Plaintiffs and Settlement Class Members,

expressly understand and acknowledge it is possible that losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members explicitly took that into account in entering into the Agreement, and a portion of the consideration and the mutual covenants contained therein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the Settlement 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 (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), 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.

19. The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf,

are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

20. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

21. The Settlement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in this Final Approval Order) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who has not opted-out or any other person subject to the provisions of this Final Approval Order.

22. This Final Approval Order, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability as a class for litigation of any claims that have been, or could have been, asserted in the Action.

23. The Court hereby retains and reserves jurisdiction over (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

Application for Attorneys' Fees, Costs, and Service Awards

24. Class Counsel is awarded \$_____ for attorneys' fees and \$_____ for costs. These payments shall be made out of the Settlement Fund in accordance with the Agreement. The Court evaluated Class Counsel's attorneys' fees request using the percentage of the fund method blended with the following six factors from *Bowling v. Pfizer, Inc.*, 102 F.3d 777 (6th Cir. 1996), and concludes that amount is fair and within the range of reason:

(1) the value of the benefit rendered to the plaintiff class; (2) the value of the services on an hourly basis; (3) whether the services were undertaken on a contingent fee basis; (4) society's stake in rewarding attorneys who produce such benefits in order to maintain an incentive to others; (5) the complexity of the litigation; and (6) the professional skill and standing of counsel involved on both sides.

102 F.3d at 780. The Court need not consider each factor in making its determination. *See Moulton v. United States Steel Corp.*, 581 F.3d 344, 352 (6th Cir. 2009) (citing *Bowling*, 102 F.3d at 780). Each of the *Bowling* factors will vary, depending on the case, and rather than imposing a rigid application, the Sixth Circuit entrusts lower courts to apply those factors in view of the case's particular circumstances. *Bowling*, 102 F.3d at 779. On the whole, the Court finds the *Bowling* factors are satisfied and the amount of attorneys' fees and costs requested is fair and reasonable.

25. The Class Representatives shall be awarded Service Awards in the amount of \$_____ each. Courts in this Circuit commonly recognize and approve incentive awards for class representatives for their assistance during the litigation. *See, e.g., Branson v. All. Coal, LLC*,

2025 U.S. Dist. LEXIS 216015, at *23 (W.D. Ky. Nov. 3, 2025); *Bowman v. Art Van Furniture, Inc.*, 2018 U.S. Dist. LEXIS 207678, at *14 (E.D. Mich. Dec. 10, 2018); *Johnson v. Midwest Logistics Sys.*, 2013 U.S. Dist. LEXIS 74201, at *14-15 (S.D. Ohio May 25, 2013); *Godec v. Bayer Corp.*, 2012 U.S. Dist. LEXIS 187040, 2012 WL 1089549, at *4 (N.D. Ohio March 14, 2012). The Class Representatives actively participated in the Action's litigation, including meeting with Class Counsel from time to time to assist in the investigation and prosecution of the Action and evaluating the Settlement over the course of negotiations, which led to the Settlement and the substantial benefit it provides to the Settlement Class. The Court therefore approves the Service Awards to the Class Representatives. The Service Awards shall be payable out of the Settlement Fund in accordance with the Agreement.

III. Conclusion

For the reasons stated herein, Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards is granted. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Federal Rule of Civil Procedure 58.

SO ORDERED on _____, 2026.

Hon.
United States District Judge

ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)
