

**IN THE CHANCERY COURT FOR THE STATE OF TENNESSEE
TWENTIETH JUDICIAL DISTRICT, DAVIDSON COUNTY**

THOMAS TAYLOR, BOBBY CARTER,)	
RYAN LEVEY, and ZACKARY ROBERTS,)	
individually and on behalf of all others)	
similarly situated,)	
)	
Plaintiffs,)	
)	Case No. 25-0975-BC
v.)	
)	
NISSAN NORTH AMERICA, INC.,)	
)	
Defendant.)	

SETTLEMENT AGREEMENT

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

I. Background

1. The Parties decided to explore early resolution of the Action and scheduled a mediation with an experienced class action mediator, Michael Russell, Esq., of Miles Mediation & Arbitration.

2. The Parties' negotiations during mediation were successful and, subject to negotiation and execution of necessary paperwork and Court approval, otherwise resulted in their agreement as to the material terms of the Settlement.

3. 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.

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

Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the Data Incident and allegations made in the Action 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 in the Action. 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 Complaint, 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.

II. Definitions

4. “**Action**” means the above-captioned action, *Thomas Taylor et al. v. Nissan North America, Inc.*, No. 25CV-54765, filed in the Chancery Court for Williamson County, Tennessee, and transferred to the Tennessee Business Court, which is heard by the Davidson County Chancery Court, Part II, Chancellor Anne Martin.

5. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application to be made in the Action seeking Class Counsel’s attorneys’ fees and reimbursement for costs and Service Awards for the Class Representatives.

6. “**Cash Payment**” means compensation paid to Settlement Class Members who elected to submit a Claim for either (i) Cash Payment A – Documented Losses or (ii) Cash Payment B – Alternative Cash Payment.

7. “**Cash Payment A – Documented Losses**” means the documented-loss form of cash compensation.

8. “**Cash Payment B – Alternative Cash Payment**” means the flat cash payment form of cash compensation.

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

10. “**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’ written approval.

11. “**Claim Process**” means the process by which Settlement Class Members submit Claims to the Settlement Administrator.

12. “**Claim Form Deadline**” or “**Claims Deadline**” mean the date that is ninety (90) days from the date the Notice Program commences, and the last day by which a Claim Form may be postmarked or received by the Settlement Administrator for a Settlement Class Member to be eligible for a Settlement Class Member Benefit.

13. “**Class Counsel**” means the following: Jeff Ostrow of Kopelowitz Ostrow P.A, A. Brooke Murphy of Murphy Law Firm, Tyler J. Bean of Siri & Glimstad LLP, and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC.

14. “**Class List**” means the list of Settlement Class Members prepared by Defendant in connection with providing notice of the Data Incident and provided to the Settlement Administrator by Defendant for Notice. The Class List shall include the Settlement Class Members’ names and, to the best of Defendant’s knowledge, postal addresses where known and/or as reflected in

Defendant's business records which were subsequently verified by Experian using USPS's National Change of Address and Coding Accuracy Support System.

15. **"Class Representatives"** means those Plaintiffs that sign this Agreement.

16. **"Complaint"** means the Class Action Complaint filed in the Action on June 18, 2025.

17. **"Court"** means the Tennessee Business Court, which is heard by the Davidson County Chancery Court, Part II, Chancellor Anne Martin.

18. **"Credit Monitoring"** means two years of 1-bureau credit monitoring services through Experian, including \$1,000,000 in identity theft protection services, that Settlement Class Members may elect as part of their Settlement Class Member Benefit.

19. **"Data Incident"** means the unauthorized access on or about November 7, 2023, to Defendant's computer network that is the subject of the Action.

20. **"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) thirty (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 thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

21. **"Final Approval"** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order or any substantially similar order that approves and disposes of outstanding issues regarding the Settlement.

22. **"Final Approval Hearing"** means any 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. The Parties shall request the Final Approval Hearing be set 110 days following the Court's entry of the Preliminary Approval Order.

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

24. **“Defendant”** means Nissan North America, Inc., the defendant in the Action.

25. **“Defendant’s Counsel”** means Brigid M. Carpenter and Zachary Busey of Baker, Donelson, Bearman, Caldwell & Berkowitz, PC.

26. **“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.

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

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

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

30. **“Notice Commencement Date”** means the day after the earlier of (a) the first day on which the Notice is first distributed or (b) thirty (30) days following entry of the Preliminary

Approval Order. The Notice Commencement Date shall be used for the purpose of calculating the Claims Deadline, the Opt-Out Deadline, the Objection Deadline, and all other deadlines that flow from the Notice Commencement Date.

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

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

33. “**Objection Period**” means the period that begins on the Notice Commencement Date and that ends no later than sixty (60) days after the Notice Commencement Date.

34. “**Opt-Out Period**” means the period that begins on the Notice Commencement Date, and that ends no later than sixty (60) days after the Notice Commencement Date.

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

36. “**Private Information**” means some combination of Settlement Class Members’ names, Social Security numbers, dates of birth, and employee identifications, and other personally identifiable information stored within Defendant’s information technology systems at the time of the Data Incident.

37. “**Plaintiffs**” means the named Plaintiffs in the Action at the time the Action was filed.

38. “**Postcard Notice**” means the double-sided postcard notice with a tear-off claim form of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator shall disseminate to Settlement Class Members by mail.

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

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

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

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

43. “**Released Parties**” means Defendant and Defendant’s past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

44. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates,

administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

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

46. “**Settlement Administrator**” means Kroll Settlement Administration LLC.

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

48. “**Settlement Class**” means all persons who were provided notice that their information may have been compromised because of the Data Incident experienced by Defendant beginning on or about November 7, 2023. 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.

49. “**Settlement Class Member**” means any member of the Settlement Class who has not opted out of the Settlement.

50. “**Settlement Class Member Benefit**” means the Cash Payment and/or Credit Monitoring, elected by Settlement Class Members.

51. “**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, 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 until the Settlement Administrator completes distribution of funds.

52. “**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; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

53. 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 case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action in such event.

IV. Settlement Consideration

54. When submitting a Claim, Settlement Class Members may elect to receive either (i) Cash Payment A – Documented Losses or (ii) Cash Payment B – Alternative Cash Payment. Settlement Class Members may also elect to receive Credit Monitoring in accordance with the terms of this section. 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.

55. All Claims determined to be Valid Claims shall be paid in full by Defendant up to a cap of \$1,500,000.00, inclusive of all Settlement Class relief (including Credit Monitoring, attorneys' fees and costs for all Plaintiffs' Counsel, Service Award payments, and Settlement Administration Costs). If the total of Valid Claims, cost of Credit Monitoring, attorneys' fees and costs, Service Award payments, and Settlement Administration Costs exceeds the cap, the class relief shall be reduced *pro rata*. By way of example, the Cash Payment B – Alternative Cash Payment will be reduced to ensure Defendant's total funding obligation does not exceed the \$1,500,000.00 aggregate cap. No additional amounts shall be due or owed by Defendant to fund the Settlement. This includes Attorneys' Fees and Costs, an award for which is allowed by this Agreement up to a total of \$500,000.00 and nothing more. This limit and inclusion within the aggregate cap are material terms of this Agreement. The award of Attorneys' Fees and Costs, as determined by the Court but not to exceed the total of \$500,000.00, will include all fees (including catalyst fees), expenses, and costs for Class Counsel or any other counsel in connection with the claims relating to the Data Incident, whether past, present, or future, and any such award is part of (and shall be included within) the \$1,500,000.00 aggregate cap.

a. Cash Payment A – Documented Losses

When submitting a Claim, Settlement Class Members may elect to receive a cash payment under this section for (i) up to \$450.00 for Ordinary Documented Losses and Expenses (e.g., purchasing credit monitoring after receiving notice of the Data Incident), or (ii) up to \$4,500.00 for Extraordinary Losses that were directly caused by the Data Incident.

- i. Settlement Class Members may elect to receive up to \$450.00 for reimbursement of Ordinary Documented Losses and Expenses with third-party documentation if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was directly caused by the Data Incident; (iii) the loss was incurred after the date of the Data Incident; and (iv) the loss is not already covered by one or more of the other reimbursement categories. Documentation must be from a third-party source. The categories of reimbursable ordinary expenses and losses include, but are not limited to, bank fees, postage, copying, travel costs, and notary fees related to addressing the misuse of the Class Members' Social Security number or date of birth; fees for credit repair services; and costs for additional credit reports, credit monitoring, or other identity theft insurance products.
- ii. Settlement Class Members may submit a claim for up to \$4,500.00 for Extraordinary Losses directly caused by the Data Incident. To be valid, such loss must be (i) an unreimbursed expense arising out of the misuse of the Class Members' Social Security number or date of birth, (ii) directly caused as a result of the Data Incident, (iii) incurred after the Data Incident, and (iv) supported by third-party documentation, such as a police report or submitted insurance claim.

- iii. To receive payment for Cash Payment A – Documented Losses, a Settlement Class Member must elect Cash Payment A for Documented Ordinary Losses and Expenses and/or or Extraordinary Losses on the Claim Form and submit reasonable documentation, as referenced in Section 55.a.i. or 55.a.ii, supporting the losses. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if the Settlement Administrator rejects for any reason the Settlement Class Member’s Claim to receive Cash Payment A, and the Settlement Class Member fails to cure the Claim, the Claim for Cash Payment A will be rejected and the Settlement Class Member will automatically qualify to receive Cash Payment B – Alternative Cash Payment.
- iv. Class Members who make claims for Cash Payment A may additionally make claims for credit monitoring.

b. Cash Payment B – Alternative Cash Payment

As an alternative to Cash Payment A above, Settlement Class Members may submit a Claim for an alternative cash payment of up to \$100.00 per Settlement Class Member, which is subject to *pro rata* decrease depending upon the number of Valid Claims submitted. Class Members who make claims for Cash Payment B may additionally make claims for credit monitoring.

c. Credit Monitoring

In addition to Cash Payments, Settlement Class Members may also make a Claim for two years of one-bureau Credit Monitoring with identity theft insurance up to \$1 million. Credit Monitoring has a value of up to approximately \$90.00 per year per Settlement Class Member. For Settlement Class Members who originally enrolled in the free credit monitoring offered by Defendant, Defendant will, at the election of such Settlement Class Member, extend such

monitoring for two additional years that will begin upon the expiration of the current two-year credit monitoring. For Settlement Class Members Class Members who did not originally enroll in the free credit monitoring offered by Defendant, those Settlement Class Members have the option to enroll in two years of credit monitoring services under the same terms.

d. Business Practice Changes

Defendant represents that it regularly and continually takes steps to improve its security and resiliency generally, and as a part of that process, Defendant implemented several measures since November 2023 following notice of the Data Incident, including but not limited to: (i) hardened firewall policy rules and VPN login; (ii) expanded endpoint detection response protection; (iii) increased penetration infrastructure testing; (iv) extended security operations center support; (v) enhanced insider threat / compromise user monitoring and detection capabilities; (vi) enhanced enforcement of data loss prevention policies; (vii) conducted red / blue team exercises and enhanced technical knowledge of security teams; and (viii) enhanced security awareness training for protecting confidential data.

V. Settlement Approval

56. Class Counsel will use best efforts to submit the Motion for Preliminary Approval to the Court within thirty (30) days of this Agreement's execution.

57. The Motion for Preliminary Approval shall, among other things, request the Court (a) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (b) provisionally certify the Settlement Class for settlement purposes only; (c) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (d) approve the Claim Form and Claim Process; (e) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object

to the Settlement; (f) appoint Jeff Ostrow, Tyler J. Bean, A. Brooke Murphy, and J. Gerard Stranch IV as Class Counsel for Settlement purposes; (g) appoint the Plaintiffs who sign this Agreement as Class Representatives; (h) appoint Kroll Settlement Administration LLC as the Settlement Administrator; (i) stay the Action pending Final Approval of the Settlement; and (j) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

58. The Parties agree that, subject to Court approval, Kroll Settlement Administration LLC shall be the Settlement Administrator. Class Counsel shall oversee the Settlement Administrator.

59. The Settlement Administrator will be responsible for administering all aspects of the Settlement Agreement, including processing Claims and distributing Settlement Class Member Benefits.

60. All Settlement Administration Costs, including, without limitation, the fees and expenses of the Settlement Administrator, shall be paid, or caused to be paid, by Defendant. Settlement Administration costs and fees are included in the \$1,500,000.00 aggregate cap.

61. The Settlement Administrator shall administer all 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, and distributing the Settlement Class Member Benefits to those who submit Valid Claims.

62. Defendant will engage the Settlement Administrator to do the following, at a minimum:

- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms 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;
- b. Establish and maintain a post office box to receive opt-out requests, objections, and Claim Forms from Settlement Class Members;
- c. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establish and maintain an automated toll-free telephone line with live agents 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, including whether they are Class Members and what their Class Member ID's are;
- e. Respond to any mailed Settlement Class Member inquiries;
- f. Process all opt-out requests from Settlement Class Members;
- g. Provide regular reports, on at least a weekly timeframe, 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;
- h. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the

Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

- i. Distribute settlement funds and Court-approved payments;
- j. Email Credit Monitoring redemption codes to all Settlement Class Members who submit Valid Claims electing Credit Monitoring;
- k. Other settlement administration functions as may be needed to complete and conclude the settlement, including, but not limited to, verifying that Settlement Class Member Benefits have been properly distributed.

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

63. Defendant will provide the Settlement Administrator the Class List no later than ten (10) days after entry of the Preliminary Approval Order.

64. The Settlement Administrator shall work to commence the Notice Program as provided herein and using the forms of Notice approved by the Court.

65. Notice will be provided through a double-sided Postcard Notice with a tear-off Claim Form that includes pre-paid postage. Postcards will be sent via U.S. Mail. The Postcard Notice shall include, among other information, the following: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the

Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes. The Parties shall agree and approve in writing any final and completed Notices before they are provided to the Settlement Administrator.

66. If the Claims rate is not at least 2.5% of those individuals on the Class List thirty (30) days prior to the Claim Form Deadline, the Settlement Administrator shall send a reminder Notice either to the entire Settlement Class or to those members of the Settlement Class who have not submitted a Claim Form (whichever is more cost effective and efficient) via the same Postcard Notice.

67. Once the engagement is confirmed Defendant shall request from the Settlement Administrator the estimated costs for the printing costs and costs of transmitting Notice to the Settlement Class. After receiving the estimate, an invoice for the estimate, a completed IRS Form W-9, and payment instructions, Defendant shall make any necessary payment to ensure timely administration in accordance with this Agreement, but no earlier than thirty (30) days after Defendant's receipt of the estimate, invoice, tax form, and instructions. Thereafter, the Settlement Administrator shall provide any further invoice for all remaining Notice and Settlement Administration Costs, as well as payment instructions. Defendant shall then make any additional payment to ensure timely administration in accordance with this Agreement, but no earlier than thirty (30) days after Defendant's receipt of the invoice, tax form, and instructions.

68. The Settlement Administrator shall establish the Settlement Website no later than the day before the Notice Program is 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.

69. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), 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 the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

70. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards. 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 no later than the last day of the Objection Period, 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.

71. 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 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).

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

73. The Settlement Administrator will perform an advanced address lookup to ensure up-to-date mailing addresses are being used when sending Postcard Notices to the Settlement Class. If the Settlement Administrator receives notices that Postcard Notices were not delivered, the Settlement Administrator will perform a skip trace and remail Notice to an updated mailing address. No later than thirty (30) days before the Claims Form Deadline, 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.

74. The Notice Program, not including potential reminder notices, shall be completed at least forty-five (45) days before the original date set for the Final Approval Hearing.

VIII. Claims Process and Disbursement of Cash Payments

75. 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.

76. 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.

77. 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.

78. 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.

79. 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.

80. 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 fifteen (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.

81. 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.

82. 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 thirty (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.

83. 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.

84. 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.

85. No later than thirty (30) days after the Final Approval Hearing, the Settlement Administrator will determine whether any Cash Payment needs to be reduced *pro rata*.

86. The Settlement Administrator shall provide Defendant an invoice/funding statement for payment of all Valid Claims and any necessary payment/funding details. No later than thirty (30) days after receipt of the invoice/funding statement and any necessary payment/funding details, or thirty (30) days after the Effective Date, whichever is later, Defendant shall pay the necessary funds to the Settlement Administrator. Should the court award less than the maximum amount permitted by the Agreement for Service Awards as set forth in Section 91 and/or Attorneys' Fees and Costs as set forth in Section 94 at the Final Approval Hearing, the Settlement Administrator shall review the invoice/funding statement to determine if an updated invoice/funding statement needs to be issued within the confines of the cap set forth in this Agreement, including Section 55. If that occurs, payment shall be due thirty (30) days after receipt by Defendants of the updated invoice/funding statement or, if it results in a later date, by the payment deadline otherwise set by this Section.

87. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. The Settlement Administrator will send Settlement Class Members an option 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. Paper checks must be cashed or deposited within sixty (60) 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 revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

88. 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.

IX. Final Approval Order and Final Judgment

89. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than forty-five (45) days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval 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.

90. 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. Affirm its appointment of Class Representatives and Class Counsel;
- e. Determine whether to grant Plaintiffs' request for attorneys' fees and Service Awards;

f. 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;

g. Release Defendant and the Released Parties from the Released Claims; and

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

X. Service Awards; Attorneys' Fees and Costs

91. *Service Awards* – In recognition of the time and effort Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities to the Class, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for Class Representatives in the amount not to exceed \$3,000.00 each. Defendant will not oppose Plaintiffs' request for Service Awards to the extent they do not exceed this amount. Defendant, moreover, will not object to Plaintiffs' appointment as Class Representatives. The Service Award payments to Class Representatives shall be separate and apart

from Class Representatives' entitlement to Settlement Class Member Benefits; they, however, remain part of the cap set forth in this Agreement, including Section 55.

92. The Parties did not discuss Plaintiffs' request for Service Awards until after the substantive terms of the Settlement had been agreed upon.

93. Prior to the Final Approval Hearing, Plaintiffs shall provide Defendant with a completed IRS Form W-9 for each Class Representative on whose behalf a Service Award is sought. The Service Awards, as awarded by the Court, shall be paid by Defendant to Kopelowitz Ostrow P.A. within thirty (30) days after the Effective Date, or within thirty (30) days after all required tax forms have been received by Defendant for all Class Representatives, if that has not occurred by the Effective Date.

94. ***Attorneys' Fees and Costs*** – Plaintiffs will move the Court for an order awarding reasonable attorneys' fees and litigation costs, up to a total of \$500,000.00. Defendant will not oppose Plaintiffs' Application for Attorneys' Fees and Costs to the extent it does not exceed that amount. All Attorneys' Fees and Costs remain part of the cap set forth in this Agreement, including Section 55.

95. Attorneys' Fees and Costs, as awarded by the Court, shall be paid by Defendant to Kopelowitz Ostrow P.A. within thirty (30) days after the later of (a) the Effective Date, or (b) the date Class Counsel provides and independently confirms payee account information and required tax forms, including IRS Form W-9s.

96. Should payment of Service Awards and Attorneys' Fees and Costs be made by wire transfer, Defendant also requires that Class Counsel provide the following prior to payment: (a) a signed and dated letter on Kopelowitz Ostrow P.A.'s letterhead with its ABA routing number,

account number and contact person authorized to validate banking information; and (2) a signed and dated letter on official bank letterhead.

97. Defendant shall have no liability or other responsibility for the allocation of the Attorneys' Fees and Expenses among Class Counsel or any other counsel, or for the allocation of the service awards among and between Class Representatives. Class Counsel shall distribute the Attorneys' Fees and Costs amount awarded among Class Counsel in their sole discretion. In the event any dispute arises relating to the allocation of the Attorneys' Fees and Costs, Class Counsel agree to hold Defendant harmless for any and all liabilities, costs, and expenses relating to such dispute.

98. Defendant's payment of the Attorneys' Fees and Costs, as described in this Settlement Agreement, shall constitute full satisfaction of Defendant's obligations to pay any person, attorney, or law firm for attorneys' fees, costs, and expenses incurred on behalf of Plaintiffs and the Settlement Class, and shall relieve Defendant and the Released Parties from any other claims or liability to any other attorney, law firm, or person for any attorneys' fees, expenses, and costs to which any of them may claim to be entitled on behalf of Plaintiffs and the Settlement Class that are in any way related to the Released Claims.

99. The Parties did not negotiate the payment of attorneys' fees, costs, and/or expenses until after the substantive terms of the Settlement had been agreed upon.

100. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in full force and effect. No order of the Court or modification or reversal or appeal of any order of the Court

concerning the amounts of the attorneys' fees and costs and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement.

XI. Releases

101. 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.

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

103. 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.

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

XII. Termination of Settlement

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

- a. Court approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XI 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.

106. 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.

107. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* as if the Parties had not entered into this Agreement. 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*.

108. In the event this Agreement is terminated or fails to become effective, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs already paid.

XIII. Effect of Termination

109. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void, and the Action shall be dismissed without prejudice. All Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

110. 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 Complaint. 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.

111. 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.

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

113. 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.

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

XV. Miscellaneous Provisions

115. ***Confidentiality***. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its customers, attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement. Nothing in this provision shall be construed to prevent Class Counsel from including the Settlement in a list of comparable settlements for future settlement negotiations or from listing this Settlement on their firm websites,

though such uses must be limited to (a) counsel's role in this action, and (b) the monetary settlement benefits provided for herein.

116. ***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.

117. ***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.

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

119. ***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.

120. ***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.

121. ***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.

122. **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 Tennessee, without regard to the principles thereof regarding choice of law.

123. **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.

124. **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 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. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and Settlement Administration.

125. **Notices.** All notices provided for herein shall be sent by email, as follows:

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

A. Brooke Murphy
Murphy Law Firm
4116 Will Rogers Parkway, Suite 700
Oklahoma City, OK 73108
abm@murphylegalfirm.com

Tyler J. Bean
Siri & Glimstad LLP
745 Fifth Avenue, Suite 500
New York, NY 10151
tbean@sirillp.com

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

b. If to Defendant or Defendant's Counsel:

Brigid M. Carpenter
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
1600 West End Avenue, Suite 2000
Nashville, TN 37203
bcarpenter@bakerdonelson.com

Zachary Busey
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
165 Madison Avenue, Suite 2000
Memphis, TN 38103
zbusey@bakerdonelson.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.

126. ***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.

127. ***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.

128. **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.

129. **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.

130. **Independent Investigation and Decision to Settle.** The Parties understand and acknowledge (a) that they have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, 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.

131. ***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.

[signature pages follow]

PLAINTIFFS

~~Thomas Taylor~~
Thomas Taylor (Dec 30, 2025 17:24:34 CST)

THOMAS TAYLOR
Plaintiff

BOBBY CARTER
Plaintiff

RYAN LEVEY
Plaintiff

ZACKARY ROBERTS
Plaintiff

CLASS COUNSEL

JEFF OSTROW, ESQ.

A. BROOKE MURPHY, ESQ.

TYLER J. BEAN, ESQ.

J. GERARD STRANCH IV, ESQ.

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

PLAINTIFFS

THOMAS TAYLOR
Plaintiff

ec 30, 2025 11:57:55 CST
BOBBY CARTER
Plaintiff

RYAN LEVEY
Plaintiff

ZACKARY ROBERTS
Plaintiff

CLASS COUNSEL

JEFF OSTROW, ESQ.

A. BROOKE MURPHY, ESQ.

TYLER J. BEAN, ESQ.

J. GERARD STRANCH IV, ESQ.

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

PLAINTIFFS

THOMAS TAYLOR
Plaintiff

BOBBY CARTER
Plaintiff

Ryan Levey
Ryan Levey (Jan 9, 2026 13:17:42 EST)

RYAN LEVEY
Plaintiff

ZACKARY ROBERTS
Plaintiff

CLASS COUNSEL

JEFF OSTROW, ESQ.

A. BROOKE MURPHY, ESQ.

TYLER J. BEAN, ESQ.

J. GERARD STRANCH IV, ESQ.

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

PLAINTIFFS

THOMAS TAYLOR
Plaintiff

BOBBY CARTER
Plaintiff

RYAN LEVEY
Plaintiff


Zack Roberts (Jan 4, 2026 00:16:17 CST)

ZACKARY ROBERTS
Plaintiff

CLASS COUNSEL

JEFF OSTROW, ESQ.

A. BROOKE MURPHY, ESQ.

TYLER J. BEAN, ESQ.

J. GERARD STRANCH IV, ESQ.

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

PLAINTIFFS

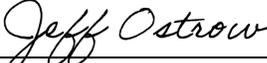
THOMAS TAYLOR
Plaintiff

BOBBY CARTER
Plaintiff

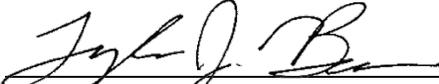
RYAN LEVEY
Plaintiff

ZACKARY ROBERTS
Plaintiff

CLASS COUNSEL


JEFF OSTROW, ESQ.


A. BROOKE MURPHY, ESQ.


TYLER J. BEAN, ESQ.

J. GERARD STRANCH IV, ESQ.

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

PLAINTIFFS

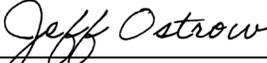
THOMAS TAYLOR
Plaintiff

BOBBY CARTER
Plaintiff

RYAN LEVEY
Plaintiff

ZACKARY ROBERTS
Plaintiff

CLASS COUNSEL



JEFF OSTROW, ESQ.



A. BROOKE MURPHY, ESQ.

TYLER J. BEAN, ESQ.

Signed by:


64DA70E969B54C7...
J. GERARD STRANCH IV, ESQ.

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

DEFENDANT

K. Nagireddy

By: Nagireddy Kudithini

Its: Sr Director

DEFENDANT'S COUNSEL

Brigid M. Carpenter

By: Brigid M. Carpenter

Its: Counsel

EXHIBIT 1

Taylor v. Nissan North America, Inc.
c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION
SETTLEMENT

**You are eligible for
benefits from a class
action settlement
regarding the Nissan
data breach.**

[www.\[website\].com](http://www.[website].com)

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

<<Country>>

A class action settlement has been proposed in a case against Defendant Nissan North America, Inc related to a data breach on November 7, 2023 (the “Data Incident”). Defendant denies all Plaintiffs’ claims and maintains that it did not do anything wrong.

Am I included? You are receiving this Notice because Defendants’ records show you are included in the Settlement Class, which consists of all persons who were provided notice that their Private Information may have been compromised because of the Data Incident.

What does the Settlement provide? If approved by the Court, Defendant will pay up to \$1,500,000 to resolve the Action. After deducting court-approved attorneys’ fees and costs, Service Award payments, and Settlement Administration Costs, the balance will be used to provide Settlement Class relief. Settlement Class Members may file a Claim Form to receive either (i) Cash Payment A – Documented Losses (up to \$450 for Ordinary Documented Losses and Expenses and up to \$4,500 for Extraordinary Losses) or (ii) Cash Payment B – Alternative Cash Payment (up to \$100). Settlement Class Members may also elect to receive Credit Monitoring.

How do I get the Settlement Class Member Benefits? You must file a Claim Form online by 11:59 p.m. CT at [www.\[website\].com](http://www.[website].com), or print a Claim Form from the Settlement Website and mail it to the address on the form postmarked by **Month XX, 202X**.

What are my other options? If you do nothing, you will not receive any settlement benefits, you will remain a member of the Settlement Class and you will give up your rights to sue Defendant for the claims resolved by this settlement. If you do not want any settlement benefits, but you want to keep your right to sue Defendant for the claims resolved by this settlement you must opt-out of the settlement. If you do not opt-out of the settlement, you may object to it and ask the Court for permission to speak at the Final Approval Hearing. The deadline to opt-out or object to the settlement is **Month XX, 202X**.

The Court’s Final Approval Hearing. The Court will decide whether to approve the Settlement at a hearing on **Month XX, 202X**. Class Counsel will ask the Court to award up to \$500,000 in attorneys’ fees and costs and a service award of \$3,000 to each of the Class Representatives. You or your lawyer may attend the hearing at your own expense.

Want more information? Visit [www.\[website\].com](http://www.[website].com) for complete details about the settlement and how to act on your rights and options. You may also call **(xxx) xxx-xxxx** for more information.



Pre-Paid
Postage

Taylor v. Nissan North America, Inc.
c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX



VISIT THE SETTLEMENT WEBSITE BY
SCANNING THE PROVIDED QR CODE

<<Barcode>>

Class Member ID: <<Refnum>>

CLAIM FORM

Claims must be postmarked no later than **Month xx, 202x.**

You **MUST** submit a Claim Form online to receive your payment electronically.

You **MUST** submit a Claim Form online or use the full Claim Form on the Settlement Website to make a claim for Cash Payment A - Documented Losses.

Check the box next to each benefit you are claiming.

Credit Monitoring Services: I want to receive two years of one-bureau Credit Monitoring services. **Yes**

Cash Payment B – Alternative Cash Payment: I want an estimated payment of up to \$100. **Yes**

How would you like to be paid:

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

Email Address: _____

By signing below, I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection. In understand that if I make a claim to receive Cash Payment B – Alternative Cash Payment, I cannot make a claim for Cash Payment A – Documented Losses.

Signature: _____

Dated: ____ / ____ / ____

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In the Chancery Court for the State of Tennessee, Twentieth Judicial District, Davidson County
Taylor et al. v. Nissan North America, Inc., No. 25-0975-BC

Did you receive notice of a data breach from Nissan North America, Inc.? You may be eligible for benefits from a class action settlement.

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

- A settlement has been reached with Nissan North America, Inc., the “Defendant” or “Nissan”, in a class action related to a data breach on or about November 7, 2023, the “Data Incident”.
- You are included in this settlement as a Settlement Class Member if you were provided notice that your information may have been compromised in the Data Incident.
- Your rights are affected whether you act or don’t act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive benefits from this settlement is by submitting a valid and timely Claim Form. You can submit your Claim Form online at www.[website].com or print a Claim Form from the Settlement Website and mail it to the Settlement Administrator.	Month, __, 202X
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the settlement. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this settlement. You can elect to retain your own legal counsel at your own expense. If you opt-out, you will not be able to receive any Settlement Class Member Benefits and you will <u>not</u> be bound by the terms of the Settlement Agreement.	Month, __, 202X
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt-out of the settlement, you may object to the settlement by writing to the Court about why you don’t like it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you want your own attorney to represent you, you must pay for him or her yourself. You will still be bound by the settlement if the court approves it. If you object, you may also file a Claim Form for benefits.	Month, __, 202X
DO NOTHING	If you do nothing, you will not get any benefits from this settlement and you will give up the right to sue, continue to sue, or be part of another action against the Defendant related to the legal claims resolved by this settlement.	No Deadline

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

WHAT THIS NOTICE CONTAINS

Basic Information

- 1. Why Was This Notice issued?..... 3
- 2. What Is This Action About?..... 3
- 3. What Is A Class Action?..... 3
- 4. Why Is There A Settlement?..... 3

Who Is In The Settlement?

- 5. Who Is Included In The Settlement?..... 3
- 6. Are There Exceptions To Being Included? 4

The Settlement Benefits

- 7. What Can I Get From This Settlement?..... 4
- 8. Tell Me More About Cash Payment A – Documented Losses..... 4
- 9. Tell Me More About Cash Payment B – Alternative Cash Payment..... 4
- 10. Tell Me More About Credit Monitoring..... 5
- 11. What Claims Am I Releasing If I Stay In The Settlement Class?..... 5

How To Get Settlement Benefits – Making a Claim

- 12. How Do I Submit A Claim Form And Get Settlement Benefits?..... 5
- 13. When Will I Get The Settlement Benefits?..... 5

The Lawyers Representing You

- 14. Do I Have A Lawyer In This Case?..... 5
- 15. Should I Get My Own Lawyer?..... 6
- 16. How Will The Lawyer Be Paid?..... 6

Excluding Yourself From The Settlement

- 17. How Do I Opt-Out Of The Settlement?..... 6

Objecting To The Settlement

- 18. How Do I Tell The Court If I Do Not Like The Settlement?..... 6
- 19. What Is The Difference Between Objecting And Opting Out?..... 8

The Court’s Final Approval Hearing

- 20. When Is The Court’s Final Approval Hearing?..... 8
- 21. Do I Have To Come To The Final Approval Hearing?..... 8

If You Do Nothing

- 22. What Happens If I Do Nothing At All?..... 8

Getting More Information

- 23. How Do I Get More Information?..... 8

BASIC INFORMATION

1. Why Was This Notice Issued?

A Court authorized this Notice because you have a right to know about the proposed settlement of this class action and about all of your options before the Court decides whether to grant Final Approval of the settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is captioned *Thomas Taylor et al. v. Nissan North America, Inc.*, No. 25-0975-BC (Chancery Court for the State of Tennessee, Twentieth Judicial District, Davidson County). The people who filed this Action are called the Plaintiffs and the company they sued, Nissan North America, Inc., is called the Defendant.

2. What Is This Action About?

This Action alleges that Nissan failed to properly secure and safeguard employees' Private Information including names, Social Security Numbers, dates of birth, pay information and medical records for certain individuals. The Action further alleges that as a result of this failure, cybercriminals gained unauthorized access to Nissan's computer network on or about November 7, 2023.

Defendant denies all of the Plaintiffs' claims and maintains that it did not do anything wrong.

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 who sue are known as "Class Representatives" or "Plaintiffs." Together, the people included in the class action are called a "Settlement Class" or "Settlement Class Members." One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, "opting out") from a settlement. In this Action, the Class Representatives are Thomas Taylor, Bobby Carter, Ryan Levey, and Zackary Roberts.

4. Why Is There A Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiffs and the Defendant agreed to a settlement to avoid the costs and risks of a trial and, through the settlement, Settlement Class Members are eligible to claim benefits. The Plaintiffs and their attorney, who also represents Settlement Class Members, think the settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who Is Included In The Settlement?

The Settlement Class consists of all persons who were provided notice that their information may have been compromised because of the Data Incident experienced by Defendant beginning on or about November 7, 2023.

6. Are There Exceptions To Being Included?

Yes. 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.

THE SETTLEMENT BENEFITS

7. What Can I Get From This Settlement?

If approved by the Court, Defendant will pay up to \$1,500,000.00 to resolve the Action, inclusive of attorneys' fees, service award payments, settlement administrative costs, and class relief.

Settlement Class Members may file a Claim Form to receive either (i) Cash Payment A – Documented Losses or (ii) Cash Payment B – Alternative Cash Payment. Settlement Class Members may also elect to receive two years of Credit Monitoring.

8. Tell Me More About Cash Payment A – Documented Losses.

Settlement Class Members may elect to receive up to \$450 for reimbursement of Ordinary Documented Losses and Expenses with third-party documentation if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was directly caused by the Data Incident; (iii) the loss was incurred after the date of the Data Incident; and (iv) the loss is not already covered by one or more of the other reimbursement categories. Documentation must be from a third-party source. The categories of reimbursable ordinary expenses and losses include, but are not limited to, bank fees, postage, copying, travel costs, and notary fees related to addressing the misuse of the Settlement Class Members' Social Security number or date of birth; fees for credit repair services; and costs for additional credit reports, credit monitoring, or other identity theft insurance products.

Settlement Class Members may submit a claim for up to \$4,500 for Extraordinary Losses directly caused by the Data Incident. To be valid, the loss must be (i) an unreimbursed expense arising out of the misuse of the Settlement Class Members' Social Security number or date of birth, (ii) directly caused as a result of the Data Incident, (iii) incurred after the Data Incident, and (iv) supported by third-party documentation, such as a police report or submitted insurance claim.

Settlement Class Members who make a claim for Cash Payment A may also make a claim for Credit Monitoring.

9. Tell Me More About Cash Payment B – Alternative Cash Payment.

As an alternative to Cash Payment A above, Settlement Class Members may submit a Claim Form to receive an alternative cash payment of up to \$100. This amount is subject to a *pro rata* decrease depending upon the number of Valid Claims submitted.

Settlement Class Members who make a claim for Cash Payment B may also make a claim for Credit Monitoring.

10. Tell Me More About Credit Monitoring.

In addition to one of the Cash Payments above, Settlement Class Members may also submit a Claim Form to receive two years of one-bureau Credit Monitoring with identity theft insurance up to \$1 million. Credit Monitoring has a value of up to approximately \$90 per year per Settlement Class Member.

For Settlement Class Members who originally enrolled in the free credit monitoring offered by Defendant, Defendant will, at the election of the Settlement Class Member, extend that monitoring for two additional years that will begin upon the expiration of the current two-year credit monitoring.

For Settlement Class Members who did not originally enroll in the free credit monitoring offered by Defendant, those Settlement Class Members have the option to enroll in two years of credit monitoring services under the same terms.

11. What Claims Am I Releasing If I Stay In The Settlement Class?

Unless you opt-out of the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant or Released Parties about any of the legal claims this settlement resolves. The Release section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

HOW TO GET SETTLEMENT BENEFITS – MAKING A CLAIM

12. How Do I Submit A Claim Form And Get Settlement Benefits?

You must submit a Claim Form online by **Month XX, 202X at 11:59PM CT** at [www.\[website\].com](http://www.[website].com), or postmarked by **Month XX, 202X** and mailed to the Settlement Administrator at: *Taylor et al. v. Nissan North America, Inc*, c/o Kroll Settlement Administration LLC, P.O. Box **XXXX, New York, NY 10150-XXXX**.

13. When Will I Get The Settlement Benefits?

The short answer is – after the settlement is “finally approved” and challenges, if any, to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 202X, at X:X0 p.m. CT**, to decide whether to approve the settlement, how much in attorneys’ fees and costs to award to Class Counsel for representing the Settlement Class, and whether to approve a Service Award to each of the Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement benefits will be distributed as soon as possible, if and when the Court grants Final Approval of the settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

14. Do I Have A Lawyer In This Case?

Yes, the Court appointed Jeff Ostrow of Kopelowitz Ostrow P.A, A. Brooke Murphy of Murphy Law Firm, Tyler J. Bean of Siri & Glimstad LLP, and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC to represent you and other members of the Settlement Class (“Class Counsel”).

If you want to be represented by your own lawyer, you may hire one at your own expense.

15. Should I Get My Own Lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will The Lawyer Be Paid?

Class Counsel's attorneys' fees and litigation costs will be paid from the \$1,500,00.00 capped settlement amount in an amount determined and awarded by the Court. Class Counsel will request no more than \$500,000 as reasonable attorneys' fees and costs. Class Counsel will also ask the Court to approve a \$3,000 Service Award payment to each of the Class Representatives for bringing and settling the case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How Do I Opt-Out Of The Settlement?

If you do not want to receive any benefits from the settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The opt-out deadline to submit a request for exclusion from the settlement is **Month XX, 202X**.

To exclude yourself from the settlement, you must submit a written request for exclusion to the Settlement Administrator that includes the following information:

- A statement indicating that you want to be excluded from the Settlement Class, such as, "I wish to be excluded from the Settlement Class in, *Thomas Taylor et al. v. Nissan North America, Inc.*, No. 25CV-54765";
- your name, current address, telephone number, and email address (if any); and
- your signature.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 202X**.

Taylor et al. v. Nissan North America, Inc
c/o Kroll Settlement Administration LLC
ATTN: Exclusion Request
PO Box **XXXX**
New York, NY 10150-XXXX

OBJECTING TO THE SETTLEMENT

18. How Do I Tell The Court If I Do Not Like The Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the settlement if you do not like it or a portion of it, whether that be to the settlement benefits, the request for attorneys' fees and costs, the Service Award payments, the releases provided to the Defendant, or some other aspect of the settlement. Through an objection, you give reasons why you think the Court should not approve the settlement.

For an objection to be considered by the Court, the objection must include:

- a. your 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 you or your counsel;
- c. the number of times you have objected to a class action settlement within the five years preceding the date that you file your objection, the caption of each case in which you have objected, 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;
- d. the identity of all counsel who represent you, 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 your counsel and/or the 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;
- 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 you intend to personally appear and/or testify at the Final Approval Hearing; and
- h. your signature (an attorney's signature is not sufficient).

Objections must be filed with the Court and copies must be mailed to Class Counsel, Defendant's Counsel and the Settlement Administrator postmarked no later than **Month XX, 202X**.

COURT	SETTLEMENT ADMINISTRATOR
Davidson County Chancery Court 1 Public Square, Suite 308 Nashville, TN 37201	<i>Taylor et al. v. Nissan North America, Inc</i> c/o Kroll Settlement Administration LLC ATTN: Objections PO Box XXXX New York, NY 10150-XXXX
DEFENDANT'S COUNSEL	
Brigid M. Carpenter Baker, Donelson, Bearman, Caldwell & Berkowitz, PC 1600 West End Avenue, Suite 2000 Nashville, TN 37203	Zachary Busey Baker, Donelson, Bearman, Caldwell & Berkowitz, PC 165 Madison Avenue, Suite 2000 Memphis, TN 38103
CLASS COUNSEL	
Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd., Suite 500 Fort Lauderdale, FL 33301	A. Brooke Murphy Murphy Law Firm 4116 Will Rogers Parkway, Suite 700 Oklahoma City, OK 73108
Tyler J. Bean Siri & Glimstad LLP 745 Fifth Avenue, Suite 500 New York, NY 10151	J. Gerard Stranch, IV Stranch, Jennings & Garvey, PLLC The Freedom Center 223 Rosa L. Parks Avenue, Suite 200

19. What Is The Difference Between Objecting And Opting Out?

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

THE COURT’S FINAL APPROVAL HEARING

20. When Is The Court’s Final Approval Hearing?

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 202X at XX:X0 p.m.** CT, at the Davidson County Chancery Court, 1 Public Square, Suite 308, Nashville, Tennessee 37201, to decide whether to approve the settlement, Class Counsel’s request for attorneys’ fees and costs, and the Service Awards to the Class Representatives. The date and time of this hearing may change without further notice. Please check [www.\[website\].com](http://www.[website].com) for updates.

21. 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 file an objection, you may, but you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

22. What Happens If I Do Nothing At All?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this settlement. In addition, you will be bound by the Release in the settlement and not be eligible to receive any settlement benefits.

GETTING MORE INFORMATION

23. How Do I Get More Information?

This Notice summarizes the proposed settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[website\].com](http://www.[website].com).

If you have additional questions or need to update your address, you may contact the Settlement Administrator by phone at **(XXX) XXX-XXXX** or by mail at *Taylor et al. v. Nissan North America, Inc.*, c/o Kroll Settlement Administration LLC, PO Box **XXXX**, New York, NY 10150-**XXXX**.

PLEASE DO NOT CONTACT THE COURT OR DEFENDANT.

EXHIBIT 3

8307600000000

8307600000000

Your claim must be submitted online or postmarked by: **Month xx, 202x**

CLAIM FORM

Thomas Taylor v. Nissan North America, Inc.
No. 25-0975-BC
Chancery Court for the State of Tennessee, Twentieth Judicial District, Davidson County

AAC - C

GENERAL INSTRUCTIONS

If you received Notice of this settlement, you have been identified as a Settlement Class Member. You may submit a claim for settlement benefits as outlined below.

Please refer to the Long Form Notice posted on the Settlement Website [www.\[website\].com](http://www.[website].com) for more information.

To receive Credit Monitoring and either Cash Payment A – Documented Losses or Cash Payment B – Alternative Cash Payment, you must submit the Claim Form below electronically at [www.\[website\].com](http://www.[website].com) by 11:59 PM CT Month xx, 202x.

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail postmarked by **Month xx, 202x** to:

Taylor v. Nissan North America, Inc.
c/o Kroll Settlement Administration
PO Box XXXX
New York, NY 10150-XXXX

You may submit a claim for Credit Monitoring and EITHER Cash Payment A – Documented Losses OR Cash Payment B – Alternative Cash Payment.

1) **Credit Monitoring:** Settlement Class Members may submit a claim to receive two years of one-bureau Credit Monitoring with identity theft insurance up to \$1 million (a value of up to approximately \$90 per year per Settlement Class Member). Settlement Class Members who originally enrolled in the free credit monitoring offered by Defendant may elect to receive two additional years of that monitoring that will begin upon the expiration of the current two-year credit monitoring. Settlement Class Members who did not originally enroll in the free credit monitoring offered by Defendant, may enroll in two years of credit monitoring services under the same terms.

2) **Cash Payment**

A) **Documented Losses:** Settlement Class Members may elect to receive up to \$450 for reimbursement of Ordinary Documented Losses and Expenses with third-party documentation and up to \$4,500 for Extraordinary Losses directly caused by the Data Incident. Documentation and other requirements for this category of payment are detailed below.

or

B) **Alternative Cash Payment:** As an alternative to Cash Payment A, Settlement Class Members may submit a claim to receive an alternative cash payment of up to \$100. This amount is subject to a *pro rata* decrease depending upon the number of Valid Claims submitted.

I. PAYMENT SELECTION

If you would like to elect to receive your payment through electronic transfer, please visit the Settlement Website and timely file your Claim Form online. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

830760000000

830760000000

II. NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Telephone Number: (____ ____ ____) ____ ____ ____ - ____ ____ ____ ____

Email Address: _____ @ _____

III. CASH PAYMENT A - DOCUMENTED LOSSES

Settlement Class Members may elect to receive up to \$450 for reimbursement of Ordinary Documented Losses and Expenses with third-party documentation if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was directly caused by the Data Incident; (iii) the loss was incurred after the date of the Data Incident; and (iv) the loss is not already covered by one or more of the other reimbursement categories. Documentation must be from a third-party source. The categories of reimbursable ordinary expenses and losses include, but are not limited to, bank fees, postage, copying, travel costs, and notary fees related to addressing the misuse of the Settlement Class Members’ Social Security number or date of birth; fees for credit repair services; and costs for additional credit reports, credit monitoring, or other identity theft insurance products.

Settlement Class Members may submit a claim for up to \$4,500 for Extraordinary Losses directly caused by the Data Incident. To be valid, the loss must be (i) an unreimbursed expense arising out of the misuse of the Settlement Class Members’ Social Security number or date of birth, (ii) directly caused as a result of the Data Incident, (iii) incurred after the Data Incident, and (iv) supported by third-party documentation, such as a police report or submitted insurance claim.

Settlement Class Members who make a claim for Cash Payment A may also make a claim for Credit Monitoring.

You must have unreimbursed documented expenses incurred as a result of the Data Incident and submit documentation to obtain this reimbursement.

I have attached documentation showing that the documented expenses listed below were caused by the Data Incident. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement but can be considered to add clarity or support to other submitted documentation.

8307600000000

8307600000000

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Credit Monitoring Service	07/17/25 (mm/dd/yy)	\$50.00	Copy of credit monitoring service bill
	____/____/____ (mm/dd/yy)	\$____.____	
	____/____/____ (mm/dd/yy)	\$____.____	
	____/____/____ (mm/dd/yy)	\$____.____	

IV. CASH PAYMENT B – ALTERNATIVE CASH PAYMENT

By checking the box below, I request an estimated \$100 *pro rata* cash payment.

Yes, I request a *pro rata* cash payment estimated to be \$100.

As an alternative to Cash Payment A above, Settlement Class Members may submit a Claim Form to receive an alternative cash payment of up to \$100. This amount is subject to a *pro rata* decrease depending upon the number of Valid Claims submitted.

Settlement Class Members who make a claim for Cash Payment B may also make a claim for Credit Monitoring.

V. CREDIT MONITORING SERVICES

By checking the box below, I am requesting two years of one-bureau Credit Monitoring services.

Yes, I want to receive two years of one-bureau Credit Monitoring services.

VI. ATTESTATION & SIGNATURE

By signing below, I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection.

Signature

_____/_____/_____
Date (mm/dd/yyyy)

Print Name

Reminder Checklist

If your address changes or you need to make a future correction/update to the address you provide on this Claim Form, please visit the contact section of the Settlement Website at [www.\[website\].com](http://www.[website].com) and provide your updated address information. Make sure to include your Class Member ID and your phone number in case we need to contact you in order to complete your request.

8307600000000

8307600000000

For more information, visit [www.\[website\].com](http://www.[website].com) or call the Settlement Administrator at **(xxx) xxx-xxxx**.

EXHIBIT 4

**IN THE CHANCERY COURT FOR THE STATE OF TENNESSEE
TWENTIETH JUDICIAL DISTRICT, DAVIDSON COUNTY**

THOMAS TAYLOR, BOBBY CARTER,)	
RYAN LEVEY, and ZACKARY)	
ROBERTS, individually, and on behalf of all)	
others similarly situated,)	
)	
<i>Plaintiffs,</i>)	Case No. 25-CV-0975-BC
)	
v.)	
)	
NISSAN NORTH AMERICA, INC.,)	
)	
<i>Defendant.</i>)	
)	

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

This matter came before the Court on Plaintiffs Thomas Taylor, Bobby Carter, Ryan Levey, and Zackary Roberts (collectively, “Plaintiffs” or “Class Representatives”) Unopposed Motion for Preliminary Approval of Class Settlement and Memorandum of Law in Support (“Motion”). Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Defendant Nissan North America, Inc. (“Nissan” or “Defendant”) (together with Plaintiffs, the “Parties”) have entered into a Settlement Agreement (the “Settlement”) that settles the above-captioned litigation.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ORDERED pursuant to Tennessee Rules of Civil Procedure 23.05 *et seq.* that Plaintiffs’ Unopposed Motion for

Preliminary Approval of Class Action Settlement is **GRANTED** as set forth herein.¹

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only, the Court conditionally certifies the Settlement Class in this matter under Tennessee Rules of Civil Procedure 23.01, 23.02, defined as follows:

All persons who were provided notice that their information may have been compromised because of the Data Incident experienced by Defendant beginning on or about November 7, 2023.

Excluded from the Settlement Class are:

(i) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (ii) governmental entities; and (iii) the Judge(s) assigned to the Action, the Judge's immediate family, and Court staff.

The Court conditionally finds, for settlement purposes only, that: (i) the Settlement Class is so numerous that joinder of all members is impracticable; (ii) there are questions of law or facts common to the Settlement Class; (iii) the claims or defenses of the Class Representatives are typical of the claims or defenses of the Settlement Class; (iv) the Class Representatives and Settlement Class Counsel will fairly and adequately assert and protect the interests of the Settlement Class under the criteria set forth in the Tennessee Rules of Civil Procedure, and a class action provides a fair and efficient method of adjudication of the controversy.

2. **Class Representatives and Settlement Class Counsel.**

Thomas Taylor, Bobby Carter, Ryan Levey, and Zackary Roberts are hereby designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and therefore typical of the Class and that they will be adequate Class Representatives.

¹ Unless otherwise indicated, capitalized terms used in this [Proposed] Preliminary Approval Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as in the Settlement Agreement.

The Court finds that the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel: J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A, A. Brooke Murphy of Murphy Law Firm, and Tyler J. Bean of Siri & Glimstad LLP.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Classes to warrant providing Notice of the Settlement to the Settlement Class and accordingly the proposed Settlement is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2026 at _____ o'clock [a.m./p.m.] at the Davidson County Judicial Center, 1 Public Square, Nashville, Tennessee 37201 to determine, among other things, whether: (i) this matter should be finally certified as a class action; (ii) the Settlement Agreement between the Parties should be finally approved; (iii) the Settlement and Settlement Agreement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; (iv) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (v) Settlement Class Members (except those who have timely and valid requests for exclusion from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (vi) Jeff Ostrow, A. Brooke Murphy, Tyler J. Bean, and J. Gerard Stranch, IV should be finally appointed as Settlement Class Counsel; (vii) Thomas Taylor, Bobby Carter, Ryan Levey, and Zackary Roberts should be finally appointed as Class Representatives; and (viii) Plaintiffs'

Motion for Attorneys' Fees, Costs, Expenses, and Service Awards should be granted.

Plaintiffs' Motion for Final Approval of the Class Action Settlement shall be filed with the Court forty-five (45) days before the date of the final approval hearing, and Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards to Class Representatives shall be filed with the Court on the same date and heard at the Final Approval Hearing.

6. **Administration.** The Court appoints Kroll Settlement Administration, LLC, as the Settlement Administrator, with responsibility for the Notice Program and Claims Administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. Notice and Claims Administration Costs, including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with the provision of notice to the Settlement Class Members and administration of the Settlement, shall be paid by Defendant as set forth in the Settlement Agreement.

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, including the Postcard Notice and the Long Form Notice, which are attached to the Settlement Agreement as **Exhibits 1 and 2**, respectively, satisfy the requirements of the Tennessee Rules of Civil Procedure, the United States Constitution, the Tennessee Constitution, due process, and other applicable laws, and constitute reasonable notice of the commencement of the action, provide a fair recital of the subject matter and proposed terms of the Settlement, provide Settlement Class Members with details regarding how to request exclusion from or to object to the Settlement Agreement, and are hereby approved. Non-material modifications to these exhibits may be made without a further order of the Court. The Settlement Administrator and Defendant are directed to carry out the Notice Program in conformance with the Settlement Agreement, including the sending of the Notice to all Settlement Class Members, with the Postcard Notice sent by U.S. mail,

and the Long Notice posted on the Settlement Website. The “Notice Commencement Date” set by the Settlement Agreement shall control.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in this Preliminary Approval Order and the Settlement Agreement (including the exhibits thereto) constitutes reasonable notice of the commencement of the action to the Settlement Class pursuant to Tennessee Rules of Civil Procedure, the United States Constitution, the Tennessee Constitution, due process, and other applicable laws. Specifically, the Notices themselves are clear and straightforward. They define the Settlement Class; clearly describe the options available to class members and the deadlines for taking action; describe the essential terms of the Settlement, including a description of the subject matter and the proposed terms of the Settlement, including a summary of the monetary or other benefits the class would receive; disclose the requested Service Award for the Class Representatives, as well as the amount that Settlement Class Counsel intends to seek in fees, costs, and expenses; describe procedures for making claims, objections, and requesting exclusion; provide information that will enable Settlement Class Members to calculate their individual recovery; describe the date, time, and place of the Final Fairness Hearing; and prominently display the address and phone number of Settlement Class Counsel and the Settlement Administrator for Settlement Class Members to make further inquiry about the Settlement. Finally, direct mailing via U.S. mail, combined with publishing on the Settlement Website, is designed to be the best reasonable notice of the commencement of the action to reach the Settlement Class Members under the circumstances.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must personally sign and mail a request for exclusion (“Opt-Out

Request”) to the Settlement Administrator at the address in the Notice. To be effective, an Opt-Out Request must be postmarked no later than the final date of the Opt-Out Period, which is the sixty (60)-day period beginning upon the Notice Commencement Date.

For the Opt-Out Request to be valid, it must be personally signed by the requestor and contain the requestor’s name, address, telephone number, and email address (if any), and a statement indicating a request to be excluded from the Settlement Class.

All Settlement Class Members who submit timely, valid Opt-Out Requests, shall receive no benefits or compensation under the Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. An Opt-Out Request or other request for exclusion that does not fully comply with the requirements for requesting exclusion from the Settlement Class or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, will be invalid, and the person submitting such request will be treated as a Settlement Class Member and will be bound by the Settlement Agreement, including the Release contained therein, and any judgment entered thereon.

10. **Objections.** A Settlement Class Member who complies with the requirements of the Settlement Agreement may object to the Settlement and to Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards for the Class Representatives.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be filed with the Court, unless a written objection is sent to the Court within the Period, which ends no later than sixty (60) days after the Notice Commencement Date, as set forth in the Settlement Agreement and as specified

in the Notice, and must also include all of the information set forth in Paragraph 71 of the Settlement Agreement, which is as follows: (i) the name of the proceedings; (ii) the objector's full name, mailing address, telephone number, and email address (if any); (iii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (iv) 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; (v) 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 counsel will appear at the Final Approval Hearing; (vi) 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; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (ix) the objector's signature (an attorney's signature is not sufficient). To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court and contain the case name and docket number, by no later than the Objection Date, and served concurrently therewith upon Plaintiffs' Counsel, J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A, A. Brooke Murphy of Murphy Law Firm,

and Tyler J. Bean of Siri & Glimstad LLP, and Defendant's Counsel, Brigid M. Carpenter and Zachary Busey of Baker, Donelson, Bearman, Caldwell & Berkowitz, PC.

Any Settlement Class Member who fails to comply in full with the requirements for objecting in the Settlement Agreement, the Notice, and any Court orders will forever waive and forfeit any and all rights he or she may have to raise any objection to the Settlement Agreement, will not be permitted to object to the approval of the Settlement at the Final Approval Hearing, will be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and will be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit.

11. **Claims Process and Settlement Administration.** Class Representatives and Defendants have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form, a copy of which is attached to the Settlement Agreement as **Exhibit 3**. The Court preliminarily approves the plan for remuneration described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

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

and Judgment.

12. **Termination of Settlement.** If the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement, this Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement.. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders relating to the Settlement, including this Preliminary Approval Order, shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if a Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he or she may have in this Lawsuit or in any other lawsuit.

14. **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

16. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order include, but are not limited to:

EVENT	DATE
Settlement Class List	10 Days after Preliminary Approval (SA, ¶ 63)
Notice Commencement Date	The earlier of (a) the first day on which the Notice is first distributed or (b) thirty (30) days following entry of the Preliminary Approval Order (SA, ¶ 30)
Deadline for Plaintiffs to File Application for Attorneys' Fees, Costs, Expenses, and Service Award	45 Days Prior to Final Approval Hearing (SA, ¶ 89)
Deadline for Settlement Class Members to Opt-Out, or Object to Settlement Agreement	60 Days after Notice Commencement Date, (SA, ¶¶ 33–34)
Claims Form Deadline	90 Days after Notice Commencement Date, (SA, ¶ 12)
Deadline for Plaintiffs to File Motion for Final Approval of Settlement	45 Days Prior to Final Approval Hearing (SA, ¶ 89)
Final Approval Hearing	110 days following Preliminary Approval (SA, ¶ 22)

IT IS SO ORDERED this ____ day of _____, 2026.

THE HONORABLE ANNE C. MARTIN
CHANCELLOR, BUSINESS COURT DOCKET