DISTRICT COURT, JEFFERSON COUNTY **STATE OF COLORADO** 100 Jefferson County Pkwy, Golden, CO 80401	
KATHY LINNEMAN, TOM JARAMILLO, GERISUE HANCOCK, ZACKARY LEWIS, and LANCE HEATH, individually and on behalf of all others similarly situated, Plaintiffs, v. **UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7,** Defendant.	Case No: 2025CV31569 Division: 1

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant. 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 and Procedural History

1. Defendant is a voluntary association and labor organization that represents members in Colorado and Wyoming. In the ordinary course of operating its business, Defendant collects Private Information for its members.

2. On or about December 11, 2024, an unauthorized third party gained access to Defendant's computer network. Upon learning of the Data Incident, Defendant immediately launched an investigation which revealed that the unauthorized party had access to files containing

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

the Private Information of 55,900 people.

3. Following conclusion of an investigation, on September 22, 2025 Defendant began sending notice letters to the potentially impacted individuals informing them that their Private Information may have been impacted in the Data Incident.

4. Following receipt of notice, Plaintiffs Kathy Linneman, Tom Jaramillo, Gerisue Hancock, Zackary Lewis, and Lance Heath filed class action complaints in the U.S. District Court for the District of Colorado and the District Court of Jefferson County, Colorado between September 25, 2025 and October 2, 2025.[2]

5. All five Plaintiffs joined an Amended Class Action Complaint ("Complaint") that was filed in the Linneman action in the District Court of Jefferson County on November 14, 2025 alleging claims for negligence, negligence *per se*, unjust enrichment, and breach of implied contract. The Complaint seeks to represent a nationwide class of individuals who were impacted by the Data Incident.

6. After joining the Linneman action, Plaintiffs Jaramillo, Hancock, Lewis, and Heath voluntarily dismissed the complaints they had previously filed without prejudice.

7. On January 5, 2026, Defendant moved to dismiss the Complaint arguing Plaintiffs did not have standing and failed to state a claim for any of their claims.

8. On March 4, 2026, after extensive briefing, the court denied Defendant's motion to dismiss and allowed the entire Complaint to stand.

9. After the court's ruling on the motion to dismiss, the Parties began discussing

[2] The Hancock action was case number 1:25-cv-3013 (D. Colo.). Linneman action was case number 2025CV31569 (Dist. Ct., Jefferson County). The Jaramillo action was case number 2025CV31589 (Dist. Ct., Jefferson County). The Lewis action was case number 1:25-cv-3063 (D. Colo.). The Heath action was case number 1:25-cv-3105 (D. Colo.).

settlement and scheduled a mediation with experienced mediator Hon. David E. Jones (Ret.) of Resolute Systems, LLC. In advance of the mediation, Plaintiffs propounded informal discovery requests on Defendant to which Defendant responded by providing information related to, among other things, the nature and cause of the Data Incident, the number of individuals impacted, and the specific type of information impacted. The Parties also exchanged mediation statements in advance of the mediation.

10. The Parties participated in a virtual mediation on May 20, 2026. Following a full day mediation of arm's-length negotiations between experienced counsel, the Parties reached an agreement on the material terms of a classwide settlement.

11. The Parties now agree to settle the Action entirely, without any admission or finding of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, 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 Complaint and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission or finding 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, finding or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the 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 Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

II. Definitions

12. "**Action**" means the class action lawsuit titled *Kathy Linneman, et al. v. United Food and Commercial Workers Union Local No. 7*, Case No. 2025CV31569 (Jefferson County, Colorado).

13. "**Agreement**" or "**Settlement Agreement**" or "**Settlement**" means this agreement between Plaintiffs and Defendant, including all exhibits.

14. **"Alternative Cash Payment"** means the Settlement Class Member Benefit of $50.00 that Settlement Class Members may elect in lieu of a Cash Payment for Documented Losses or Lost Time.

15. "**Cash Payment**" means Cash Payment for Documented Losses, Lost Time, or Alternative Cash Payment.

16. "**Cash Payment for Documented Losses**" means the Settlement Class Member Benefit consisting of a maximum payment of $3,000.00 that Settlement Class Members, who incurred Documented Losses, may claim subject to the terms of the Settlement.

17. "**Cash Payment for Lost Time**" means the Cash Payment that Settlement Class Members may claim for time spent as a result of the Data Incident.

18. "**Claim**" means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

19. "**Claim Form**" means the proof of claim, substantially in the form attached hereto as ***Exhibit 1***, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

20. "**Claim Form Deadline**" shall be 60 days following the Notice Date and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment and/or Credit Monitoring.

21. "**Claimant**" means an individual who submits a Claim Form.

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

23. "**Class Counsel**" means Leanna A. Loginov of Shamis & Gentile, P.A., and David Lietz of Milberg PLLC.

24. "**Class List**" means the list of Settlement Class Members' names, postal addresses and email addresses (to the extent available) that Defendant shall prepare and provide to the Settlement Administrator following Preliminary Approval.

25. "**Class Representatives**" means the Plaintiffs approved by the Court to serve as representatives of the Settlement Class.

26. "**Complaint**" means the Amended Class Action Complaint filed by Plaintiffs in this Action.

27. "**Court**" means the District Court of Jefferson County, Colorado, and the Judge(s) assigned to the Action.

28. **"Credit Monitoring"** means the two years of one-bureau credit monitoring that Settlement Class Members may Claim as a benefit in the Settlement.

29. "**Data Incident**" means the cybersecurity incident involving Defendant resulting in the unauthorized access to files containing the Settlement Class Members' Private Information on or around December 11, 2024.

30. "**Defendant**" means United Food and Commercial Workers Union Local No. 7, the defendant in this Action.

31. "**Defendant's Counsel**" means David M. Ross and Brian H. Myers of Wilson Elser Moskowitz Edelman & Dicker LLP.

32. "**Documented Losses**" means actual, documented and unreimbursed monetary losses due to fraud or identity theft resulting directly from fraud or identity theft caused by the Data Incident, if the loss: (i) is an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) is fairly traceable to the Data Incident; (iii) occurred after the Data Incident and before the Claim Form Deadline; and (iv) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

33. "**Effective Date**" means the day after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, the termination of such appeal, on terms that affirm the Final Approval or dismiss the appeal with no material modification to the Final Approval. As used in this paragraph, the phrase "termination of such appeal," means the date upon which the relevant appellate court issues its remittitur.

34. "**Email Notice"** means the email notice of the Settlement, substantially in the form

attached as ***Exhibit 4***, that the Settlement Administrator will send to those Settlement Class Members for whom Defendant has email addresses notifying them about the Settlement.

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

36. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Motion for Attorneys' Fees, Costs and Service Awards.

37. "**Final Approval Order**" means the final order, substantially in the form attached hereto as ***Exhibit 6***, that the Court enters granting Final Approval of the Settlement. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Class Counsel and Service Awards to the Class Representatives.

38. "**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.

39. "**Motion for Attorneys' Fees, Costs, and Service Awards**" means the motion seeking Class Counsel's attorneys' fees and costs, and Service Awards for the Class Representatives.

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

41. "**Motion for Preliminary Approval**" means the motion that Plaintiffs shall file

with the Court seeking Preliminary Approval of the Settlement.

42. "**Notice**" means the Email Notice, Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

43. "**Notice Date**" means the date on which notice to the Settlement Class shall commence, and shall be thirty (30) days after the entry of the Preliminary Approval Order. If the thirtieth day after the entry of the Preliminary Approval Order is a Saturday, Sunday, or legal holiday, the Notice Date shall be the next business day after the Saturday, Sunday, or legal holiday.

44. "**Notice Program**" means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Email Notice, Postcard Notice and Long Form Notice, as well as the Settlement Website and Settlement telephone line.

45. "**Notice of Deficiency**" means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

46. "**Objection Deadline**" means 60 days after the Notice Date, and is the last date on which to submit a timely objection, either by postmarking a mailed objection by this date, or by filing with the Court by this date.

47. "**Opt-Out Deadline**" means 60 days after the Notice Date, and is the last date on which to submit a timely request for exclusion, either by postmarking an exclusion request by this date, or by filing with the Court by this date.

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

49. "**Plaintiffs**" means Kathy Linneman, Tom Jaramillo, Gerisue Hancock, Zackary Lewis, and Lance Heath, the plaintiffs in this Action.

50. "**Postcard Notice**" means the postcard notice of the Settlement, substantially in the

form attached as ***Exhibit 3***, that the Settlement Administrator will send to Settlement Class Members notifying them about the Settlement.

51. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

52. "**Preliminary Approval Order**" means the order preliminarily approving the Settlement, proposed Notice Program, and proposed Claims Process, substantially in the form attached as ***Exhibit 5***.

53. "**Private Information**" means the information obtained by Defendant for its members, that was potentially impacted in the Data Incident, which includes names, addresses, driver's license numbers, and Social Security numbers.

54. "**Releases**" means the releases and waiver set forth in Section XI of this Agreement.

55. "**Released Claims**" means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, including but not limited to claims for declaratory relief and declaratory judgment, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident or the Complaint.

56. "**Released Parties**" means Defendant and each entity which is controlled by, controlling or under common control with Defendant and its past, present, and future direct and

indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

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

58. "**Settlement Administrator**" means CPT Group, Inc. or "CPT", unless another third-party administrator is later agreed to by the Parties in writing and approved by the Court.

59. **"Service Awards"** means the awards that Class Counsel will request the Court approve for the Plaintiffs for serving as Class Representatives.

60. "**Settlement Administration Costs**" means all costs and fees of the Settlement Administrator regarding Notice, settlement administration, and the claims process.

61. "**Settlement Class**" means all living individuals residing in the United States whose Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are (a) all directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) all Settlement Class Members who properly and timely opt-out of the Settlement.

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

63. "**Settlement Class Member Benefits**" means the Cash Payment and/or Credit Monitoring that Settlement Class Members may elect to Claim pursuant to Section IV herein.

64. "**Settlement Website**" means the website the Settlement Administrator will

establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval and Motion for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

65. "**Valid Claim**" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator after the Settlement Administrator confirms the accuracy of all information and documentation requested in the Claim Form. 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

66. 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 or the Effective Date for any reason does not occur, 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 and, in such instance, the action will continue as if the Settlement Class was never certified. 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. The fact that Defendant conditionally consented herein to certification of the Settlement Class shall not be used against Defendant by any Party or non-party for any purpose in this Action or any other action, lawsuit, or proceeding of any kind.

IV. Settlement Consideration

67. The Settlement includes the following benefits all of which will be paid by or on behalf of the Defendant: (a) Cash Payments for Documented Losses of up to $3,000.00; (b) Cash Payments for Lost Time for dealing with the Data Incident (up to three (3) hours at $25.00 per hour); (c) two years of Credit Monitoring; (d) Alternative Cash Payment of $50.00 in lieu of Cash Payments for Lost Time and Documented Losses; (e) Settlement Administration Costs; and (f) any Court-awarded Attorneys' Fees and Costs, and Service Awards. Settlement Class Members must submit a Valid Claim for Cash Payments and Credit Monitoring. Settlement Class Members who do not submit a Valid Claim or who opt-out of the Settlement will not receive any form of Cash Payment or Credit Monitoring.

a. Cash Payment for Documented Losses

All Settlement Class Members are eligible to submit a claim for a Cash Payment for Documented Losses for up to a maximum $3,000.00 per Settlement Class Member. Settlement Class Members must present reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Incident. To receive payment for Documented Losses, a Settlement

Class Member must complete and submit a Claim Form and include documentation in support of the Claim. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product or through a financial institution's consumer fraud policies. If a Settlement Class Member does not submit documentation supporting a loss, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim for Documented Losses will be rejected and the Claim will be treated as a Claim for an Alternative Cash Payment.

b. **Cash Payment for Lost Time**

Settlement Class Members may also submit a Claim for a Cash Payment for Lost Time spent remedying issues related to the Data Incident. Settlement Class Members may claim up to three (3) hours at a rate of $25.00 per hour. In order to receive payment for Lost Time, the Settlement Class Member must describe the time spent on the Claim Form, and must attest that the time claimed was actually spent as a result of the Data Incident. If a Settlement Class Member does not submit a description of the time spent, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim for Lost Time and the Settlement Class Member fails to cure the Claim, the Claim for Lost Time will be rejected and the Claim will be treated as a Claim for an Alternative Cash Payment.

c. **Alternative Cash Payment**

In lieu of claiming a Cash Payment for Lost Time and/or Documented Losses, a Settlement

Class Member may elect to receive an Alternative Cash Payment, which is a cash payment that does not require the submission of any supporting documentation.

d. **Credit Monitoring**

In addition to claiming any form of Cash Payment, Settlement Class Members may elect to receive an enrollment code for two years of one-bureau credit monitoring. The Credit Monitoring will provide benefits, including, but not limited to credit monitoring, dark web monitoring, real-time authentication alerts, high-risk transaction monitoring, lost wallet protection, and insurance coverage for up to $1,000,000 for identity theft.

e. **Non-Monetary Relief**

Defendant undertook significant remediation measures following the Data Incident which Defendant shall detail in a confidential Declaration provided to Class Counsel and, upon request by the Court, to the Court under seal. The costs of such implemented or to-be-implemented remedial measures are the responsibility of the Defendant and will not in any way reduce the Settlement Amount.

f. **Settlement Administration Costs**

Defendant shall be solely responsible for the payment of all Settlement Administration Costs, which shall be memorialized in a separate agreement between the Settlement Administrator and Defendant.

V. Settlement Approval

68. Within 10 days following execution of this Agreement, Plaintiffs shall file the Motion for Preliminary Approval. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement

purposes only; (3) approve the Settlement Administrator, and the Notice Program set forth herein, and approve the form and content of the Notices; (4) approve the Claim Process set forth herein and approve the Claim Form; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Plaintiffs as Class Representatives, and Leanna A. Loginov and David Lietz as Class Counsel for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement and enjoin all Settlement Class Members from commencing or continuing Released Claims against Released Parties pending Final Approval; and (8) 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

69. The Parties agree that, subject to Court approval, CPT shall be the Settlement Administrator. Class Counsel and Defendant's Counsel shall oversee the Settlement Administrator, and Defendant will provide information to the Settlement Administrator about the Settlement Class as the Settlement Administrator may require. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the Colorado Constitution.

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

71. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms on request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;

e. Responding to any mailed Settlement Class Member inquiries;

f. Processing all opt-out requests from Settlement Class Members;

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

h. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and the amount of each benefit

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

i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment for Documented Losses or Lost Time;

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

k. Distributing Cash Payments and ensuring Credit Monitoring codes are sent to Settlement Class Members or provided to them; and

l. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel.

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

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

73. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court. This includes sending a single Email Notice to those Settlement Class Members for whom Defendant has email addresses, and sending a single Postcard Notice to all other Settlement Class Members. The Settlement Administrator will use its best efforts to ensure addresses are current, and in the event Notices are returned undeliverable, will attempt to identify better addresses and thereafter remail the Notices as appropriate.

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

75. The Settlement Administrator shall establish the Settlement Website no later than the day before the Notice Date. 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.

76. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to the Settlement Website where they may review the Long Form Notice or the Settlement Agreement to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request

must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Mass or class opt-outs done in groups will not be accepted. 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.

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

78. 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 Motion for Attorneys' Fees, Costs, and Service Awards;

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

f. whether the objector and/or objector's counsel will appear at the Final Approval Hearing;

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

h. a statement confirming whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparing the objection; and

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

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. This includes taking depositions and requesting documents. Failure to comply with each and every requirement herein will result in the Court overruling the objection.

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

VIII. Claim Process and Disbursement of Settlement Class Member Benefits

80. 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.

81. 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.

82. 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.

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

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

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

be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

87. 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 20 days from the Claim Form Deadline to approve or reject Claims.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph.

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

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

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

89. 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.

90. The Settlement Administrator shall send an invoice to the Defendant for the collection of funds necessary to pay for the Cash Payments and for Credit Monitoring no later than 10 days after the Effective Date. The Defendant must pay or cause to be paid the Settlement Administrator the amount on the invoice within 21 days of receipt. The Settlement Administrator shall distribute Cash Payments to Settlement Class Members with Valid Claims no later than 60 days after the Effective Date. Credit Monitoring codes should be sent no later than 30 days after the Effective Date.

91. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check and Settlement Class Members will choose which form of payment on the Claim

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

92. The stale date for any electronic payment or paper check shall be ninety (90) days after issuance of the payment. Settlement Class Members may request reissuance of their electronic payment or paper check one time during the 90-day period during which the payments may be negotiated and are not stale. Any reissued payment shall have a thirty (30) day stale date, such that no payments shall remain outstanding more than 120 days after the initial payments are issued. Any funds from payments that are not cashed or negotiated within the applicable stale date shall be returned to Defendant.

IX. Final Approval Order and Final Judgment

93. Plaintiffs shall file their Motion for Final Approval of the Settlement no later than 14 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and on Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Motion for Attorneys' Fees, Costs,

and Service Awards provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

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

a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the other Released Parties from the Released Claims; and

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

X. Attorneys' Fees, Costs, and Service Awards

95. ***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 $2,500.00 each.

The Service Award payments to Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards to the Settlement Administrator for onward remittance to Class Counsel by wire within 21 days after Final Approval.

96. ***Attorneys' Fees and Costs*** – Not less than fifteen days prior to the Opt-Out and Objection Deadlines, Plaintiffs will move the Court for an order awarding reasonable attorneys' fees and litigation costs of up to $345,000.00. Defendant will not oppose Plaintiffs' request for attorneys' fees and costs up to that amount. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and costs to the Settlement Administrator for onward remittance to Class Counsel within 21 days after Final Approval if no objections are filed.

97. The Parties did not discuss the payment of attorneys' fees, costs, or Service Awards until after the substantive terms of the Settlement had been agreed upon.

98. This Settlement is not contingent on approval of the Motion for Attorneys' Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force.

XI. Releases

99. 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 statute, federal or state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, whether known or unknown, such as under California's Consumer Privacy Act, California Civil Code section

1798.100, *et seq*. and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq*. Each Party expressly waives all rights under California Civil Code section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, 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.

100. The Parties agree that the Released Claims contemplated in this section shall not be construed to release any causes of action brought to enforce the terms of the Agreement.

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

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

including in any federal, state, or local court or tribunal.

XII. Termination of Settlement

103. 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.

e. Defendant shall have the right to terminate this Agreement if Settlement Class Members representing 3% or more of the total Settlement Class validly and timely opt-out of the Settlement.

104. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated, and will be of no force or effect, and will not be referred to or utilized for any purpose. Should the Court not enter the Preliminary Approval or the Final Approval Order, Defendant does not waive, and expressly reserves, all rights to defend this Action and oppose certification of any class in this action.

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

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

XIII. Effect of Termination

106. 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; all of Plaintiffs', Class Counsel's, Defendant's, Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

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

XIV. No Admission of Liability

108. 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, finding 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 specifically denies that a class could

or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

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

110. 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.

111. 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, finding 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, finding 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.

112. 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.

113. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Agreement as provided herein) in which any of the Released Claims are asserted.

114. Further, upon entry of the Final Approval Order, each Settlement Class Member shall be barred from initiating, asserting, or prosecuting against any Released Parties any claims that are released by operation of this Agreement and the Final Approval Order.

XV. Miscellaneous Provisions

115. ***Confidentiality***. To the extent permitted by ethics rules, the Parties and their counsel agree that all drafts, discussions, negotiations, documentation or other information prepared in relation to this Agreement, and the Parties' settlement discussions, shall be treated as strictly confidential and may not, absent a court order, be disclosed to any Person other than the Parties' counsel, and only for purposes of the Action and Settlement. 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. The Parties agree and covenant that they will not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Parties or this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to its attorneys, members, partners, insurers, brokers, auditors, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

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

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. ***No Reliance***. This Agreement is executed without reliance on any oral covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No oral covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, 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 Colorado, 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. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

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 also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the

Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

125. ***Court Modifications to Agreement***. The Parties understand and agree that the time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of both Parties' counsel, without notice to Settlement Class Members except that the Settlement Administrator shall ensure that such dates are posted on the Settlement Website. Except for changes to the time periods as set forth in the prior paragraph, all other terms and limitations set forth in this Agreement and in the documents referred to or incorporated herein (including but not limited to the Long Form Notice, Postcard Notice, and the Claim Form) shall be deemed material to the Parties' agreement, and in the event any such other term is altered or amended by the Court (including if the Court refuses to certify the Settlement Class and/or modifies the definition of the class), or any other court, or if any federal or state authority objects to or requires modifications to the Agreement, any Party whose rights or obligations are affected by the alteration or amendment may terminate this Agreement upon written notice to the other Party. The termination of the Agreement shall be deemed effective five days after the provision of notice pursuant to this paragraph, or at any later date agreed in writing by the Parties.

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

If to Plaintiffs or Class Counsel:

David K. Lietz (pro hac vice)
MILBERG, PLLC
5335 Wisconsin Ave. NW, Suite 440
Washington, D.C. 20015
Telephone: (866) 252-0878
dlietz@milberg.com

Leanna A. Loginov (pro hac vice)
SHAMIS & GENTILE, P.A.
14 NE 1st Ave, Suite 705
Miami, FL 33132
Tel: (305) 479-2299
lloginov@shamisgentile.com

If to Defendant or Defendant's Counsel:

David M. Ross (pro hac vice)
Brian H. Myers (pro hac vice)
Wilson Elser Moskowitz Edelman & Dicker, LLP
1500 K Street, NW, Suite 330
Washington, D.C. 20005
202.626.7660 (Main)
david.ross@wilsonelser.com
brian.myers@wilsonelser.com

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

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

128. ***No Waiver***. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement. Likewise, the failure of a Party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or

compliance of any of the terms of this Agreement.

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

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

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

of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

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

signatures on next page

CLASS COUNSEL (for Plaintiffs)

David Lietz
_____
DAVID K. LIETZ
MILBERG PLLC

Leanna Loginov
_____
LEANNA A. LOGINOV
SHAMIS & GENTILE, P.A.

OTHER PLAINTIFFS' COUNSEL

_____
RAINA C. BORRELLI
STRAUSS BORRELLI PLLC

_____
LEIGH MONTGOMERY
ELLZEY KHERKHER SANFORD
MONTGOMERY, LLP

_____
JEFF OSTROW
KOPELOWITZ OSTROW P.A.

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7,

_____
By:
Its:

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7's Counsel

_____
DAVID M. ROSS
WILSON ELSER MOSKOWITZ
EDELMAN & DICKER LLP

_____
BRIAN H. MYERS
WILSON ELSER MOSKOWITZ
EDELMAN & DICKER LLP

CLASS COUNSEL (for Plaintiffs)

_____
DAVID K. LIETZ
MILBERG PLLC

_____
LEANNA A. LOGINOV
SHAMIS & GENTILE, P.A.

OTHER PLAINTIFFS' COUNSEL

Raina Borrelli
_____
RAINA C. BORRELLI
STRAUSS BORRELLI PLLC

Leigh Montgomery (Jul 23, 2026 09:22:51 CDT)
_____
LEIGH MONTGOMERY
ELLZEY KHERKHER SANFORD MONTGOMERY, LLP

_____
JEFF OSTROW
KOPELOWITZ OSTROW P.A.

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7,

_____
By:
Its:

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7's Counsel

_____
DAVID M. ROSS
WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

_____
BRIAN H. MYERS
WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

Doc ID: 6f9c18d24e30f3cdabbf90dc0a0926975343cc7f

CLASS COUNSEL (for Plaintiffs)

DAVID K. LIETZ
MILBERG PLLC

LEANNA A. LOGINOV
SHAMIS & GENTILE, P.A.

OTHER PLAINTIFFS' COUNSEL

RAINA C. BORRELLI
STRAUSS BORRELLI PLLC

LEIGH MONTGOMERY
ELLZEY KHERKHER SANFORD
MONTGOMERY, LLP

Jeffrey Ostrow
Jeffrey Ostrow (Jul 22, 2026 16:04:22 EDT)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7,

By:
Its:

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7's Counsel

DAVID M. ROSS
WILSON ELSER MOSKOWITZ
EDELMAN & DICKER LLP

BRIAN H. MYERS
WILSON ELSER MOSKOWITZ
EDELMAN & DICKER LLP

CLASS COUNSEL (for Plaintiffs)

DAVID K. LIETZ
MILBERG PLLC

LEANNA A. LOGINOV
SHAMIS & GENTILE, P.A.

OTHER PLAINTIFFS' COUNSEL

RAINA C. BORRELLI
STRAUSS BORRELLI PLLC

LEIGH MONTGOMERY
ELLZEY KHERKHER SANFORD MONTGOMERY, LLP

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7

By:
Its: Secretary-Treasurer

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7's COUNSEL

July 28, 2026

DAVID M. ROSS
WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

BRIAN H. MYERS
WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

EXHIBIT 1

Must be postmarked or submitted online NO LATER THAN [Deadline]

United Food Data Incident
PO Box 19504
Irvine, CA 92623
[Website URL]

Claim Form

SETTLEMENT BENEFITS - WHAT YOU MAY GET

If you received notice that your Private Information may have been impacted in the *Linneman, et al. v. United Food and Commercial Workers Union Local No. 7* Data Incident that took place on or around December 11, 2024, and if you did not opt out of the Settlement, you may submit a Claim.

The easiest way to submit a Claim is online at [Website URL], but you can also complete and mail this Claim Form to the address above.

You may submit a Claim for one or more of the following Settlement Benefits.

Cash Payment for Documented Losses. You are eligible to submit a Claim for up to $3,000.00 upon presentment of reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Incident. To receive payment for Documented Losses, you must complete and submit a Claim Form and include documentation in support of the Claim. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product or through a financial institution's consumer fraud policies. If you do not submit documentation supporting a loss, or if the Settlement Administrator rejects your Claim for any reason and you fail to cure the Claim, the Claim for Documented Losses will be rejected and treated as a Claim for an Alternative Cash Payment.

Cash Payment for Lost Time. You may submit a Claim for reimbursement for time spent remedying issues related to the Data Incident at a rate of $25.00 per hour, for up to three (3) hours. To receive payment for Lost Time, you must describe the time spent on the Claim Form and attest that the time claimed was actually spent as a result of the Data Incident.

Alternative Cash Payment. As an alternative to claiming a Cash Payment for Lost Time and/or Documented Losses, you may elect to receive an Alternative Cash Payment of $50.00, which does not require the submission of any supporting documentation.

Credit Monitoring: In addition to claiming any form of Cash Payment, you may elect two years of one-bureau credit monitoring. The Credit Monitoring will provide benefits, including, but not limited to credit monitoring, dark web monitoring, real-time authentication alerts, high-risk transaction monitoring, lost wallet protection, and insurance coverage for up to $1,000,000 for identity theft. Enrollment instructions will be provided after the Settlement receives final approval.

Claims must be submitted online or mailed by [Deadline]. Use the address at the top of this form for mailed claims.

For more information and complete instructions, visit [Website URL].

Settlement Benefits will be distributed after the Settlement is approved by the Court and final.

Your Information

This information will be used solely to contact you and to process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing [email@cptgroup.com].

First Name | MI | Last Name

Mailing Address

City | State | ZIP Code

Phone Number

– –

Email Address

CPT ID (Referenced on the notice mailed to you)

☐ Check this box to receive two (2) years of one-bureau credit monitoring.

You may elect to receive one or more of the following Cash Payments.

1. Cash Payment for Documented Losses: You can receive reimbursement for up to $3,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident.

Examples of losses may include, but are not limited to: reasonable documented losses related to fraud and/or identity theft as a result of the Data Incident.

Examples of supporting documentation include (but are not limited to): (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts. "Self-prepared" documents such as handwritten receipts, personal certifications, declarations, or affidavits alone do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

To receive reimbursement for Documented Losses, provide the details below and attach supporting documentation Attach copies of credit card statements, bank statements, invoices, telephone records, and receipts for each expense (you may redact unrelated transactions).

Date	Description of Expense and Supporting Documents	Amount

2. Cash Payment for Lost Time: If you spent time remedying issues related to the Data Incident, you may claim reimbursement at $25.00 per hour for up to three (3) hours, for a maximum payment of $75.00. To claim Lost Time, you must attest that the time claimed was actually spent as a result of the Data Incident and briefly describe the time spent.

To claim reimbursement for Lost Time, round up to the nearest hour and check only one box. By checking a box, you attest that the hours claimed are true and correct.

☐ 1 Hour

☐ 2 Hours

☐ 3 Hours

Date	Description of Lost Time spent dealing with issues related to the Data Incident

3. Alternative Cash Payment: As an alternative to claiming a Cash Payment for Lost Time and/or Documented Losses, you may elect to receive an Alternative Cash Payment up to $50.00. No documentation is required to claim this benefit other than submission of a Valid Claim.

☐ Check this box to receive an Alternative Cash Payment.

If you make a Claim for a cash payment using this Claim Form, you will receive your payment by check. To receive an electronic payment, submit your claim online at [Website URL].

I declare under penalty of perjury under the laws of the United States that the information provided in this Claim Form is true and correct, that I am eligible to submit a Claim in this Settlement, and that I have completed this Claim Form to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete and valid.

_____ Date: _____ - _____ - _____

Signature MM DD YYYY

_____

Print Name

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

District Court of Jefferson County, Colorado

Kathy Linneman, et al. v. United Food and Commercial Workers Union Local No. 7
Case No. 2025CV31569

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

If your Private Information was potentially involved in a Data Incident that took place at United Food and Commercial Workers Union Local No. 7 on or around December 11, 2024, you may be entitled to Settlement Benefits from a class action settlement.

- A Settlement has been proposed in a class action lawsuit against United Food and Commercial Workers Union Local No. 7 ("Defendant") relating to the incident discovered on or around December 11, 2024 (the "Data Incident"). Defendant determined that certain files may have been accessed without authorization, and, on or around September 22, 2025, sent out notices to potentially impacted individuals. The Action alleges that Defendant was negligent or otherwise responsible for failing to prevent the Data Incident from occurring. Defendant denies all allegations. The Parties have reached a Settlement to resolve the claims brought in the Action and to provide relief to Settlement Class Members.
- If you received a notice from Defendant that your Private Information may have been impacted as a result of the Data Incident, you are included in this Settlement as a "Settlement Class Member."
- Under the Settlement, Defendant has agreed to pay, or cause to be paid, for the following: (a) Cash Payments for Documented Losses of up to $3,000.00; (b) Cash Payments for Lost Time for dealing with the Data Incident (up to three (3) hours at $25.00 per hour); (c) two years of Credit Monitoring; (d) Alternative Cash Payment of $50.00 in lieu of Cash Payments for Lost Time and Documented Losses; (e) Settlement Administration Costs; and (f) Court-awarded Attorneys' Fees and Costs, and Service Awards.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
DO NOTHING	You will not receive any Settlement benefits. You will remain a member of the Settlement Class, be bound by the Settlement if it is approved by the Court, and give up the right to sue Defendant over the claims resolved by the Settlement.	No Deadline
SUBMIT A CLAIM FORM	The only way to receive Settlement benefits. Claims must be submitted by [Deadline]**.**	**[Deadline]**
EXCLUDE YOURSELF	If you ask to be excluded, you will not be able to enroll in credit monitoring or receive a cash payment, but you may be able to file your own lawsuit against Defendant, for the same claims. This is the only option that leaves you the potential to file your own lawsuit against Defendant for the claims that are being resolved by the Settlement. To be effective, you must submit a request for exclusion by the deadline.	**[Deadline]**
OBJECT	If you do not exclude yourself from the Settlement Class, you may submit an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement.	**[Deadline]**

These rights and options**—and the deadlines to exercise them**—are explained in this Notice. The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys' fees and costs, service awards and administration costs. No Settlement benefits or payments will be provided unless and until the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The case is known as *Kathy Linneman, et al. v. United Food and Commercial Workers Union Local No. 7,* Case No. 2025CV31569 currently pending in the District Court of Jefferson County, Colorado (the "Action"). The people who filed this lawsuit are referred to as the "Plaintiffs" or "Class Representatives," and the entity sued is referred to as "Defendant."

2. What is this lawsuit about?

The lawsuit arises from the Data Incident. On or around December 11, 2024, Defendant discovered that unauthorized third parties potentially gained access to its computer systems. Plaintiffs allege that Defendant did not adequately protect Private Information and assert claims including negligence, breach of implied contract, and unjust enrichment.

Defendant denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated. Defendant denies all other claims made in the Action. By entering into the Settlement, Defendant is not admitting any wrongdoing.

3. Why is the lawsuit a class action?

In a class action, the Class Representatives sue on behalf of all people who are alleged to have similar claims. Together, in the context of a settlement like this one, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely opt out of the Settlement Class.

4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the claims made in this Action. The Action did not go to trial, and the Court did not decide in Plaintiffs' or Defendant's favor. Instead, Plaintiffs and Defendant agreed to settle the Action. Plaintiffs and the attorneys for the Settlement Class ("Class Counsel") believe the Settlement is best for all Settlement Class Members because of the Settlement benefits made available under the Settlement, the risks and uncertainty associated with continued Action, and the nature of the defenses raised by Defendant.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if your Private Information may have been impacted as a result of the Data Incident that took place on or around December 11, 2024. If you are not sure whether you are a Settlement Class Member, you may contact the Settlement Administrator at [1-800-xxx-xxxx] or email [email@cptgroup.com].

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are (a) all directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) all Settlement Class Members who properly and timely opt-out of the Settlement.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [Website URL] or call the Settlement Administrator's toll-free number at [1-800-xxx-xxxx] or email [email@cptgroup.com].

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement includes the following benefits, all of which will be paid by or on behalf of Defendant: (a) Cash Payments for Documented Losses of up to $3,000.00; (b) Cash Payments for Lost Time for dealing with the Data Incident (up to three (3) hours at $25.00 per hour); (c) two years of Credit Monitoring; (d) Alternative Cash Payment of $50.00 in lieu of Cash Payments for Lost Time and Documented Losses; (e) Settlement Administration Costs; and (f) any Court-awarded Attorneys' Fees and Costs, and Service Awards. Settlement Class Members must submit a Valid Claim for Cash Payments and Credit Monitoring. Settlement Class Members who do not submit a Valid Claim or who opt-out of the Settlement will not receive any form of Cash Payment or Credit Monitoring.

Cash Payment for Documented Losses. All Settlement Class Members are eligible to submit a Claim for a Cash Payment for Documented Losses for up to a maximum $3,000.00 per Settlement Class Member. Settlement Class Members must present reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Incident. To receive payment for Documented Losses, a Settlement Class Member must complete and submit a Claim Form and include documentation in support of the Claim. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product or through a financial institution's consumer fraud policies. If a Settlement Class Member does not submit documentation supporting a loss, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim for Documented Losses will be rejected and the Claim will be treated as a Claim for an Alternative Cash Payment.

Cash Payment for Lost Time. Settlement Class Members may also submit a Claim for a Cash Payment for Lost Time spent remedying issues related to the Data Incident. Settlement Class Members may claim up to three (3) hours at a rate of $25.00 per hour. In order to receive payment for Lost Time, the Settlement Class Member must describe the time spent on the Claim Form, and must attest that the time claimed was actually spent as a result of the Data Incident. If a Settlement Class Member does not submit a description of the time spent, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim for Lost Time and the Settlement Class Member fails to cure the Claim, the Claim for Lost Time will be rejected and the Claim will be treated as a Claim for an Alternative Cash Payment.

Alternative Cash Payment. In lieu of claiming a Cash Payment for Lost Time and/or Documented Losses, a Settlement Class Member may elect to receive an Alternative Cash Payment up to $50.00, which is a cash payment that does not require the submission of any supporting documentation.

Credit Monitoring. In addition to claiming any form of Cash Payment, Settlement Class Members may elect to receive an enrollment code for two years of one-bureau credit monitoring. The Credit Monitoring will provide benefits, including, but not limited to credit monitoring, dark web monitoring, real-time authentication alerts, high-risk transaction monitoring, lost wallet protection, and insurance coverage for up to $1,000,000 for identity theft.

Non-Monetary Relief. Defendant undertook significant remediation measures following the Data Incident which Defendant shall detail in a confidential Declaration provided to Class Counsel and, upon request by the Court, to the Court under seal. The costs of such implemented or to-be-implemented remedial measures are the responsibility of the Defendant and will not in any way reduce the Settlement Amount.

HOW TO GET BENEFITS FROM THE SETTLEMENT

9. Do I need to submit a claim?

If you would like to receive benefits under the Settlement, you must submit a Claim Form. If you do not want to give up your right to sue Defendant about the Data Incident or the issues raised in this case, you must exclude yourself, or opt out, from the Settlement Class. See Question 17 below for instructions on how to exclude yourself. If you wish to object to the Settlement, you must (a) remain a Settlement Class Member (*i.e.*, you may not exclude yourself from the Settlement Class by opting out and also object to the Settlement) and (b) submit a written objection. See Question 20 below for instructions on how to submit an objection.

10. How do I submit a claim?

You must submit a valid and timely Claim Form to the Settlement Administrator by **[Deadline].** You will need your name, address, telephone number, and email address (if applicable) and your unique ID and Passcode provided in the Notice sent to you, to file a Claim Form.

Claim Forms can be submitted by mail or online at [Website URL]. If by mail, the Claim Form must be postmarked by **[Deadline].** You may request that a Claim Form be mailed to you by calling [1-800-xxx-xxxx] or by writing to:

United Food Data Incident
PO Box 19504
Irvine, CA 92623
[email@cptgroup.com]

11. What am I giving up so as to receive Settlement Benefits or to stay in the Settlement Class?

Unless you timely submit an opt-out request to exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue or be part of any other lawsuit against Defendant and Released Parties about the legal issues in the Action that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

12. What are the Released Claims?

The Settlement Agreement in Section XI describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [Website URL], in the public Court records on file in this Action. You can also request a copy of the Settlement Agreement be mailed to you by calling or writing to the Settlement Administrator. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 for

free, or you can talk to your own lawyer at your own expense.

13. What happens if my contact information changes after I submit a claim or receive the Notice?

If you change your mailing address or email address after you submit a Claim Form or after you received the Notice, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

United Food Data Incident
PO Box 19504
Irvine, CA 92623
[email@cptgroup.com]

14. When will I receive my Settlement Benefits?

If you file a timely and valid Claim Form, payment will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check the Settlement Website at [Website URL], email [email@cptgroup.com] or contact the attorneys in Question 15, below, for updates.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has appointed Leanna A. Loginov of Shamis & Gentile, P.A., and David Lietz of Milberg PLLC as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in the Action.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court for an award of attorneys' fees and costs up to $345,000.00. They will also ask the Court to approve a service award in the amount of $2,500.00 to each of the five named Plaintiffs. If awarded by the Court, attorneys' fees and costs and the service awards will be paid by or on behalf of Defendant. The Court may award less than these amounts.

A copy of Class Counsel's motion for attorneys' fees and costs, and service awards will be made available on the Settlement Website at [Website URL] before the deadline for submission of objections. You may also request a copy be mailed to you by calling the Settlement Administrator.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Defendant on your own based on the claims raised in the Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from, or opting out of, the Settlement.

17. How do I get out of the Settlement?

The opt-out request must be personally signed by the Settlement Class Member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class in *Kathy Linneman, et al. v. United Food and Commercial Workers Union Local No. 7*, Case No. 2025CV31569. The opt-out request must be postmarked and sent to the Settlement Administrator at the following address by [Deadline]**:**

United Food Data Incident
Attn: Opt-outs
PO Box 19504
Irvine, CA 92623

18. If I opt-out, can I get anything from the Settlement?

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement. If you opt out, do not submit a Claim Form.

19. If I do not opt-out, can I sue the Defendant for the same thing later?

No. Unless you opt out, you give up any right to sue Defendant and Released Parties for the claims this Settlement resolves and releases relating to the Data Incident. You must opt out of the Action to start your own lawsuit against the Defendant or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member and do not exclude yourself, you may object to the Settlement by mailing a written objection no later than [Deadline].

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

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

f. whether the objector and/or objector's counsel will appear at the Final Approval Hearing;

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

h. a statement confirming whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparing the objection; and

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

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

To be timely, written notice of an objection in the appropriate form must be mailed and postmarked no later than [Deadline] to the following:

Clerk of the Court	Class Counsel	Defendant's Counsel	Settlement Administrator
Clerk of the Court District Court of Jefferson County, Colorado [Address]	David K. Lietz Milberg, PLLC 5335 Wisconsin Ave. NW, Suite 440 Washington, D.C. 20015 Leanna A. Loginov Shamis & Gentile, P.A. 14 NE 1st Ave, Suite 705 Miami, FL 33132	David Ross Brian H. Myers Wilson Elser LLP 1500 K St., NW Suite 330 Washington, DC 20005	United Food Data Incident Attn: Objections PO Box 19504 Irvine, CA 92623

21. What is the difference between objecting and asking to opt-out?

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on [Date and Time], before Judge [Name] at the District Court of Jefferson County, Colorado, Department [Department], located at [Court Address].

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's motion for attorneys' fees, costs, and the service awards to Plaintiffs. If there are objections, the Court will consider them. The Court may also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary.

Note: The date and time of the Final Approval Hearing are subject to change. Any change will be posted at [Website URL].

23. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you mail

your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself or opt out, you can (but do not have to) participate and speak for yourself in the Action about the Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 and specifically include a statement whether you and your counsel (if any) will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive Settlement benefits. You will give up rights explained in the "Opting Out from the Settlement" section of this Notice, including your right to start a lawsuit, or be part of any other lawsuit against Defendant or any of the Released Parties about the issues in the Action that are released by the Settlement Agreement.

GETTING MORE INFORMATION

26. 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 [Website URL]. If you have questions, contact the Settlement Administrator at toll-free [1-800-xxx-xxxx] or email [email@cptgroup.com].

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

EXHIBIT 3

Court Approved Legal Notice

District Court of Jefferson County, Colorado

Linneman, et al. v. United Food and Commercial Workers Union Local No. 7
Case No. 2025CV31569

If your Private Information was potentially involved in a Data Incident that took place at United Food and Commercial Workers Union Local No. 7 on or around December 11, 2024, you may be entitled to Settlement Benefits from a class action settlement.

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

United Food Data Incident
PO Box 19504
Irvine, CA 92623

PRESOTED
First Class
US Postage
PAID

ELECTRONIC SERVICE REQUESTED

CPT ID: «ID»
Passcode: «Passcode»
«FullName»
«Address1» «Address2»
«City», «State» «Zip»

A Settlement has been reached in a class action lawsuit against United Food and Commercial Workers Union Local No. 7 ("Defendant") regarding an unauthorized user gaining access to Defendant's systems and discovered by Defendant on

EXHIBIT 4

Court Approved Legal Notice
District Court of Jefferson County, Colorado
Linneman, et al. v. United Food and Commercial Workers Union Local No. 7
Case No. 2025CV31569

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

If your Private Information was potentially involved in a Data Incident that took place at United Food and Commercial Workers Union Local No. 7 on or around December 11, 2024, you may be entitled to Settlement Benefits from a class action settlement.

A Settlement has been reached in a class action lawsuit against United Food and Commercial Workers Union Local No. 7 ("Defendant") regarding an unauthorized user gaining access to Defendant's systems and discovered by Defendant on or around December 11, 2024 (the "Data Incident"). Defendant denies any wrongdoing whatsoever and the Court has not ruled that Defendant did anything wrong.

WHO IS IN THE SETTLEMENT? All living individuals residing in the United States whose Private Information may have been impacted as a result of the Data Incident.

WHAT CAN I GET? You must file a Claim to receive one or more of the following Settlement Benefits.

- **Cash Payment for Documented Losses:** You may file a Claim for reimbursement of documented, unreimbursed out-of-pocket losses related to fraud or identity theft fairly traceable to the Data Incident, up to $3,000.00 with supporting documentation. If you do not submit reasonable documentation, you will only receive an Alternative Cash Payment.
- **Cash Payment for Lost Time:** You may also submit a Claim for time spent remedying issues related to the Data Incident and may claim up to three (3) hours at a rate of $25.00 per hour.
- **Alternative Cash Payment:** As an alternative to claiming a Cash Payment for Documented Losses and/or Lost Time, you may elect to receive an Alternative Cash Payment of up to $50.00, which does not require any documentation.
- **Credit Monitoring**: In addition to claiming any form of cash payment, you may elect for two years of one-bureau credit monitoring.

CLAIM FORM. The easiest way to submit a Claim is online at [Website URL] or click the Submit Claim link below and enter your Unique ID [ID] and Passcode [Passcode] to access your Claim Form. If you prefer to mail in a Claim Form, a downloadable version is available on the Settlement Website. Your Claim Form must be submitted online or postmarked [Deadline].

Submit Claim

OTHER OPTIONS. If you do not want to be legally bound by the Settlement, you must request to be excluded ("Opt-Out") by [Deadline]. If you want to remain part of the Settlement, you may submit a written objection by [Deadline]. A more detailed notice is available on the Settlement Website at [Website URL] that explains how to exclude yourself or object.

The Court will hold a Final Approval Hearing on [Date/Time] to decide whether to approve the Settlement. You may attend the hearing at your own expense, but you are not required to do so.

This Notice is a summary. For more information, visit [Website URL]. If you have questions, contact the Settlement Administrator at toll-free [1-800-xxx-xxxx] or by email at [email@cptgroup.com].

EXHIBIT 5

DISTRICT COURT, JEFFERSON COUNTY, STATE OF COLORADO Court Address: 100 Jefferson County Parkway Golden, CO 80401	
KATHY LINNEMAN, TOM JARAMILLO, GERISUE HANCOCK, ZACKARY LEWIS, and LANCE HEATH, individually and on behalf of all others similarly situated, Plaintiffs, **v.** **UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7,** **Defendant.**	▲ **COURT USE ONLY** ▲ **Case Number: 2025CV31569**

[PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

WHEREAS, the above-captioned class action is pending in this Court (the "Litigation");

WHEREAS, Plaintiffs Kathy Linneman, Tom Jaramillo, Gerisue Hancock, Zackary Lewis, and Lance Heath ("Plaintiffs"), individually and on behalf of all others similarly situated and United Food and Commercial Workers Union Local No. 7's ("UFCW 7" or "Defendant") have entered into a Settlement Agreement (the "Settlement Agreement") that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendant in the above-captioned action on the terms and conditions set forth in the Settlement Agreement, subject to the approval of the Court;

WHEREAS, Plaintiffs have made an application, pursuant to Colorado Rule 23, for an order preliminarily approving the Settlement in accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only, appointing Plaintiffs Kathy

Linneman, Tom Jaramillo, Gerisue Hancock, Zackary Lewis, and Lance Heath as Class Representatives, appointing Leanna A. Loginov of Shamis & Gentile, P.A., and David Lietz of Milberg PLLC as Class Counsel for the Settlement Class, appointing CPT Group, Inc. as Settlement Administrator, and allowing notice to Settlement Class Members as more fully described herein;

WHEREAS, the Court has read and considered: (a) Plaintiffs' unopposed motion for preliminary approval of the Settlement, and the papers filed and arguments made in connection therewith; and (b) the Settlement Agreement and exhibits attached thereto; and

WHEREAS, unless otherwise defined herein, the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Class Certification for Settlement Purposes Only**. For settlement purposes only and pursuant to Colorado Rule of Civil Procedure 23, the Court certifies, solely for purposes of effectuating the proposed Settlement, a Settlement Class in this matter defined as follows:

> all living individuals residing in the United States whose Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are (a) all directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) all Settlement Class Members who properly and timely opt-out of the Settlement.

2. **Class Findings**: The Court provisionally finds, for settlement purposes only, that: (1) Settlement Class Members are so numerous to make joinder impractical; (2) there are questions of law and fact common to the Settlement Class; (3) the claims of the representative Plaintiffs are typical of the claims or defenses of the Settlement Class; (4) the named representatives will fairly

and adequately represent the Settlement Class; and (5) common questions of law or fact predominate such that a class action is superior to individual actions.

3. **Class Representatives and Settlement Class Counsel**: Kathy Linneman, Tom Jaramillo, Gerisue Hancock, Zackary Lewis, and Lance Heath are hereby provisionally 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 Settlement Class and that they will be adequate Class Representatives. The Court further finds that Leanna A. Loginov of Shamis & Gentile, P.A., and David Lietz of Milberg PLLC are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel.

4. **Preliminary Settlement Approval**. The Court hereby preliminarily approves the Settlement, as embodied in the Settlement Agreement, as being fair, reasonable and adequate to the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below. The Court finds that the proposed Settlement is within the range of reasonableness and that it is worthwhile to provide notice to the Settlement Class.

5. **Final Approval Hearing**. A Final Approval Hearing shall be held at ___:_ _.m. on _____, 202_, in Courtroom _____ [at the Jefferson County Court, at 100 Jefferson County Parkway] [by video conference] for the following purposes:

a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court;

b. To determine whether to enter a Final Approval Order, as defined in the Settlement Agreement;

c. To determine whether the Notice Plan conducted was appropriate;

d. To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;

e. To determine whether the requested Class Representative Service Awards in the combined amount of $12,500 ($2,500 per Class Representative) and Class Counsel's combined Fee Award and Expenses in an amount up to $345,000 are reasonable;

f. To determine whether the Settlement benefits are fair, reasonable, and adequate; and

g. To rule upon such other matters as the Court may deem appropriate.

6. **Retention of Settlement Administrator and Manner of Giving Notice**. Class Counsel is hereby authorized to retain CPT Group, Inc. (the "Settlement Administrator") to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Claim Forms as set forth more fully below.

7. **Approval of Form and Content of Notice**. The Court (a) approves, as to form and content, the Claim Form, Long Form Notice, and Postcard Notice attached to the Settlement Agreement as Exhibits 1, 2 and 3, and (b) finds that the Notice provided to Settlement Class Members as set forth in the Settlement Agreement (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Litigation, of the effect of the proposed Settlement (including the releases to be provided thereunder), of Class Counsel's request for Fee Award and Expenses, of Class Representatives' request for a Service Award, of Class Members' right to object to the Settlement, of Class Members' right to exclude themselves from the Settlement Class, and of Class Members' right to appear at the Final Approval Hearing; (iii) constitutes due, adequate and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Colorado Rule 23, the United States

Constitution (including the Due Process Clause), and all other applicable law and rules. The date and time of the Final Approval Hearing shall be included in the Notice before it is distributed so long as that date is known at the time of Notice.

8. **Participation in the Settlement**. 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 and must do so within sixty (60) days after Notice is sent to the Settlement Class Members. If a Final Approval 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 Approval Order and Judgment.

9. **Claims Process and Distribution and Allocation Plan**. The Settlement Agreement contemplates a process for the Settlement Administrator to assess and determine the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the claims process described in the Settlement Agreement and directs that the Settlement Administrator to effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

10. **Exclusion from Class**. Any Settlement Class Members who wish to be excluded from the Settlement Class must mail a written notification of their intent to exclude themselves from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than 60 Days after the date Notice is mailed to the Settlement Class Members

(the "Opt-Out Deadline"). The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class.

11. Any Settlement Class Member who does not timely and validly exclude himself or herself from the Settlement shall be bound by the terms of the Settlement Agreement. If a Final Approval Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Approval Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

12. **Objections and Appearances**. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, which is 60 days after Notice is sent to the Class.

13. 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 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

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

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

f. whether the objector and/or objector's counsel will appear at the Final Approval Hearing;

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

h. a statement confirming whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparing the objection; and

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

14. Any Settlement Class Member who fails to comply with the provisions in Paragraph 13 may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders,

and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if a Final Approval Order and Judgment is entered. If a Final Approval Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this Litigation or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the motion for Service Awards, or the motion for Fee Award and Expenses.

15. **Termination of Settlement**. This 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 if the Settlement is not finally approved by the Court or is terminated in accordance with 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, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

16. **Use of Order**. This Order shall be of no force or effect if a Final Approval 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 of the certifiability of any class. Nor shall this 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, she, or it may have in this litigation or in any other lawsuit.

17. **Stay of Proceedings and Temporary Injunction**. Until otherwise ordered by the Court, the Court stays all proceedings in the Litigation other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs, and all other members of the Settlement Class, from commencing or prosecuting any and all of the Released Claims against the Released Parties.

18. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

19. **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 Order include but are not limited to:

Grant of Preliminary Approval	
Defendant provides list of Settlement Class Members to the Settlement Administrator	+5 days after Preliminary Approval
Notice Date	+30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	-15 days prior to the Objection Deadline and Opt-Out Deadlines
Objection Deadline	+60 days after Notice Date
Opt-Out Deadline	+60 days after Notice Date
Claims Deadline	+60 days after Notice Date
Final Approval Hearing	At least +100 days after Preliminary Approval Order
Motion for Final Approval	-14 Days before Final Approval Hearing
Effective Date	+1 day after entry of the Final Approval Order (if no objection to Settlement)

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

_____
District Court Judge

EXHIBIT 6

DISTRICT COURT, JEFFERSON COUNTY, STATE OF COLORADO Court Address: 100 Jefferson County Parkway Golden, CO 80401 **KATHY LINNEMAN, TOM JARAMILLO, GERISUE HANCOCK, ZACKARY LEWIS, and LANCE HEATH, individually and on behalf of all others similarly situated,** Plaintiffs, v. **UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 7,** **Defendant.**	▲ **COURT USE ONLY** ▲ **Case Number: 2025CV31569**
[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT	

The Court, having considered Plaintiffs' Unopposed Motion for Final Approval of the Class Action Settlement (the "Motion"), the supporting brief, the supporting declarations of the Settlement Administrator, Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs, and Service Awards and Memorandum in Support, and the Parties' Settlement Agreement dated July __, 2026, and being otherwise fully advised in the premises, finds and orders as follows:

FINAL APPROVAL OF SETTLEMENT AGREEMENT

1. The Settlement Agreement, attached to the Motion for Preliminary Approval is incorporated fully herein by reference. The definitions used in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of this Litigation and all parties to the Litigation, including Plaintiffs Kathy Linneman, Tom Jaramillo, Gerisue Hancock, Zackary Lewis, and Lance Heath ("Plaintiffs") and Defendant United Food and Commercial Workers Union Local No. 7 ("UFCW 7" or "Defendant") (together with Plaintiffs, the "Parties").

3. This Order is based on Colorado law, including Rule 23 of the Colorado Rules of Civil Procedure.

4. On ____ __, 2026, the Court entered an order granting preliminary approval (the "Preliminary Approval Order") to the Settlement Agreement and Release ("Settlement Agreement") between Plaintiffs Kathy Linneman, Tom Jaramillo, Gerisue Hancock, Zackary Lewis, and Lance Heath, individually and on behalf of the Settlement Class (as defined below), and Defendant UFCW 7.

5. Commencing on _____ __, 2026, pursuant to the notice requirements in the Settlement Agreement and the Preliminary Approval Order, CPT Group, Inc. ("CPT") (the "Settlement Administrator"), provided Notice to Settlement Class Members in compliance with the Settlement Agreement and the Notice Program, due process, and Rule 23 of the Colorado Rules of Civil Procedure. The notice:

(a) Fully and accurately informed Settlement Class Members about the Litigation and the existence and terms of the Settlement Agreement;

(b) Advised Settlement Class Members of all terms of the Settlement;

(c) Advised Settlement Class Members of their right to request exclusion from the Settlement and provided sufficient information so that Settlement Class Members were

able to decide whether to accept the benefits offered, opt out and pursue their own remedies, or object to the proposed Settlement;

(d) Provided procedures for Settlement Class Members to file written objections to the proposed Settlement, to appear at the Final Approval Hearing, and to state objections to the proposed Settlement; and

(e) Provided the time, date, and place of the Final Approval Hearing.

6. On _____ ____, 20__, the Court held a Final Approval Hearing to determine whether the proposed Settlement is fair, reasonable, and adequate and whether judgment should be entered dismissing this Litigation with prejudice. The Court reviewed: (a) Plaintiffs' Motion for Final Approval of Class Action Settlement and Plaintiffs' Motion for an Award of Attorneys' Fees, Costs, and Service Awards (together, the "Motions") and all supporting materials, including but not limited to the Settlement Agreement and the exhibits thereto; (b) any objections filed with or presented to the Court; and (c) the Parties' responses to any objections. The Court also considered the oral argument of counsel and any objectors who appeared. Based on this review and the findings below, the Court finds good cause to grant the Motions.

IT IS HEREBY ORDERED AND ADJUDGED as follows:

7. The Settlement Agreement is fair, reasonable, adequate and in the best interests of Settlement Class Members. The Settlement Agreement was negotiated at arm's-length, in good faith and without collusion, by capable and experienced counsel, with full knowledge of the facts, the law, and the risks inherent in litigating the Litigation, and with the active involvement of the Parties. Moreover, the Settlement Agreement confers substantial benefits on the Settlement Class Members, is not contrary to the public interest, and will provide the Parties with repose from

litigation. The Parties faced significant risks, expense, and/or uncertainty from continued litigation of this matter, which further supports the Court's conclusion that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class Members.

8. The Court finally and unconditionally grants approval of the Settlement Agreement in full, including but not limited to, the Settlement Benefits, the Releases therein, and the procedures for distribution of funds to Settlement Class Members, Class Counsel and the Settlement Administrator. All Settlement Class Members who have not excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment. This Final Approval Order and Judgment shall have a *res judicata* effect and bar the Plaintiffs and each Settlement Class Member who did not timely opt-out from bringing any action against Defendant asserting any of the "Released Claims" as provided in the Settlement Agreement. Plaintiffs and all Settlement Class Members who did not timely opt-out are permanently barred and enjoined from initiating, asserting, or prosecuting any Released Claim against Defendant or the other Released Parties, in any jurisdiction, including in any federal, state, or local court or tribunal.

9. The Parties shall carry out their respective obligations under the Settlement Agreement in accordance with its terms. The relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim forms, pursuant to the terms and conditions in the Settlement Agreement. The Settlement Agreement is incorporated herein in its entirety as if fully set forth herein and shall have the same force and effect of an order of this Court.

OBJECTIONS AND REQUESTS FOR EXCLUSION

10. ___ objections to the Settlement were submitted by Settlement Class Members. All persons who did not object to the Settlement in the manner set forth in the Settlement Agreement are deemed to have waived any objections, including but not limited to by appeal, collateral attack, or otherwise.

11. _____ persons made valid and timely requests to be excluded from the Settlement and the Settlement Class (the "Opt-Out Members"). The Opt-Out Members are not bound by the Settlement Agreement and this Final Approval Order and Judgment and shall not be entitled to any of the benefits afforded to Settlement Class Members under the Settlement Agreement.

CERTIFICATION OF THE SETTLEMENT CLASS

12. Solely for purposes of the Settlement Agreement and this Final Approval Order and Judgment, the Court hereby certifies the following Settlement Class:

> All living individuals residing in the United States whose Private Information may have been impacted in the Data Incident.

13. The Court incorporates its conclusions in the Preliminary Approval Order regarding the satisfaction of Colorado Rules of Civil Procedure 23(a) and 23(b). Because the Settlement Class is certified solely for purposes of settlement, the Court need not address any issues of manageability for litigation purposes.

14. The Court grants final approval to the appointment of Representative Plaintiffs Kathy Linneman, Tom Jaramillo, Gerisue Hancock, Zackary Lewis, and Lance Heath as the Class Representatives and concludes that they have fairly and adequately represented the Settlement Class and shall continue to do so.

15. The Court grants final approval to the appointment as Class Counsel to David K. Lietz of Milberg, PLLC and Leanna A. Loginov of Shamis & Gentile, P.A. Class Counsel has fairly and adequately represented the Settlement Class and shall continue to do so.

NOTICE TO THE CLASS

16. The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the Settlement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Colorado Rules of Civil Procedure, the United States Constitution, and all other applicable law.

ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

17. The Court awards Class Counsel a total of $345,000 in combined attorneys' fees and costs. The Court finds these amounts to be fair and reasonable. Payment shall be made pursuant to the procedures in paragraph 91 of the Settlement Agreement.

18. The Court awards $2,500 to each of the Representative Plaintiffs as service awards. The Court finds these amounts are justified by their service to the Settlement Class. Payment shall be made pursuant to the procedures in paragraph 90 of the Settlement Agreement.

RELEASE

19. Each Settlement Class Member, including Representative Plaintiffs, are: (1) deemed to have completely and unconditionally released, forever discharged and acquitted Defendant and the other Released Parties from all the Released Claims (including Unknown Claims) as defined in the Settlement Agreement; and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full terms of the release described in this paragraph are set forth in Paragraphs 94-97 of the Settlement Agreement and are specifically approved and incorporated herein by this reference (the "Releases").

20. The Settlement Agreement and this Final Approval Order and Judgment apply to all claims or causes of action settled under the Settlement Agreement and binds Representative Plaintiffs and all Settlement Class Members who did not timely submit a valid request for exclusion. The Settlement Agreement and this Final Approval Order and Judgment shall have maximum res judicata, collateral estoppel, and all other preclusive effect in all causes of action, claims for relief, suits, demands, petitions, or any other challenges or allegations that arise out of or relate to the subject matter of the Litigation and/or the Complaint.

OTHER PROVISIONS

21. Defendant shall pay or cause to be paid all costs of the Settlement, including all awards and payments to Settlement Class Members, costs of Claims Administration, the Attorneys' Fees and Costs Award to Class Counsel, and the Representative Plaintiffs' Service Awards.

22. The Settlement Agreement and this Final Approval Order and Judgment, and all documents, supporting materials, representations, statements and proceedings relating to the settlement, are not, and shall not be construed as, used as, or deemed evidence of, any admission by or finding against Defendant of liability, fault, wrongdoing, or violation of any law, or of the validity or certifiability for litigation purposes of the Settlement Class or any claims that were or could have been asserted in the Litigation.

23. The Settlement Agreement and this Final Approval Order and Judgment, and all documents, supporting materials, representations, statements and proceedings relating to the Settlement shall not be offered or received into evidence, and are not admissible into evidence, in any action or proceeding, except that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by any Defendant or the Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment.

24. Consistent with Section XII of the Settlement Agreement, if the Effective Date does not occur for any reason, the following will occur: (a) the Final Approval Order and Judgment and all of its provisions, will be vacated, including, but not limited to the Attorneys' Fees and Costs Award and the Representative Plaintiffs' Service Awards, and the Final Approval Order and Judgment will not waive, release, or otherwise impact the Parties' rights or arguments in any respect; and (b) the Litigation will revert to the status quo ante as if the Parties had not entered into this Agreement, and the Parties shall be restored to their respective positions in the Litigation as if the Settlement Agreement had never been entered into. No term or draft of the Settlement Agreement, or any part of the Parties' settlement discussions, negotiations, or documentation, will have any effect or be admissible in evidence for any purpose in the Litigation.

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

26. The Court hereby dismisses the Litigation in its entirety with prejudice, and without fees or costs except as otherwise provided for herein.

NOW, THEREFORE, the Court hereby enters judgment in this matter pursuant to Rule 58 of the Colorado Rules of Civil Procedure.

ORDERED this _____ day of _____, 20__.

BY THE COURT:

_____
Honorable

cc: Counsel of Record

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database