DISTRICT COURT, JEFFERSON COUNTY, STATE OF COLORADO Court Address: 100 Jefferson County Parkway Golden, CO 80401	DATE FILED September 15, 2026 1:18 PM CASE NUMBER: 2025CV31569
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 Division: 1 Courtroom: 540

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 ADMIN 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 3:00 pm on January 13, 2027, via Webex (https://judicial.webex.com/meet/Ryan.Loewer) or in Courtroom 540 at the Jefferson County Court, at 100 Jefferson County Parkway 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 Short Form 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 Entities.

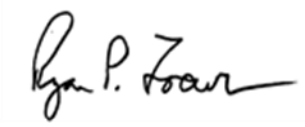
18. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

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)

DATED: September 15, 2026

BY THE COURT:



Ryan P. Loewer
District Court Judge