UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
Western Division

DOUGLAS GIBSON, on behalf of himself individually and on behalf of all others similarly situated,	)	
	)	Case No. 7:24-cv-00095-ACA
Plaintiff,	)	
v.	)	
WARRIOR MET COAL, INC.,	)	
Defendant.	)	

SETTLEMENT AGREEMENT

This Settlement Agreement, effective as of the last date of execution hereof (the "Effective Date"), is made and entered into by and among the following Settling Parties (as defined below): (i) Douglas Gibson ("Representative Plaintiff"), individually and on behalf of the Settlement Class (as defined below); and (ii) Warrior Met Coal, Inc. ("Warrior" or "Defendant" and, together with Representative Plaintiff, the "Parties"). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

This matter concerns a putative class action *Gibson v. Warrior Met Coal, Inc.,* Case No. Case No. 7:24-cv-00095 (the "Litigation"), which arises out of an alleged Data Incident (as defined below) which Warrior discovered in or about July of 2023. Specifically, a third-party actor allegedly gained unauthorized access to Warrior's computer network and/or files which may have included the personal identifiable information ("PII") of Plaintiff and Settlement Class Members. Warrior notified approximately 20,939 individuals of the Data Incident beginning on or about December 12, 2023. Representative Plaintiff filed his putative class action on January 26, 2024, regarding the Data Incident and asserting claims for (1) negligence; (2) negligence per se; (3) breach of implied contract; (4) invasion of privacy; and (5) unjust enrichment. Defendant thereafter

moved to dismiss Plaintiff's Complaint, and the Court issued an order on October 3, 2024 in which it dismissed Plaintiff's claim for invasion of privacy and denied the motion with respect to the remaining counts.

The parties then engaged in formal discovery efforts before agreeing to explore informal resolution. Over the course of several months, the Parties engaged in hard fought, arms' length, settlement negotiations assisted by the exchange of informal discovery. As a result of those efforts, the Parties reached a settlement, which is memorialized in this Settlement Agreement. Pursuant to the terms set forth below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Warrior and the Released Persons (as defined below) relating to the Data Incident, by and on behalf of Representative Plaintiff and the Settlement Class Members (collectively, the "Litigation").

II. CLAIMS OF REPRESENTATIVE PLAINTIFF AND BENEFITS OF SETTLING

Representative Plaintiff believes the claims asserted in the Litigation, as set forth in the Complaint, have merit. Representative Plaintiff and Proposed Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Warrior through motion practice, trial, and potential appeals. He has also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Representative Plaintiff and the Settlement Class Members.

III. DENIAL OF WRONGDOING AND LIABILITY

Warrior denies each and all of the claims and contentions alleged against it in the Litigation. Warrior denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Warrior has concluded that continuing with the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in

the manner and upon the terms and conditions set forth in this Settlement Agreement. Warrior also has taken into account the uncertainty and risks inherent in any litigation. Warrior has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiff, individually and on behalf of the Settlement Class Members, and Warrior that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and judgment shall be entered as to the Settling Parties and the Settlement Class Members, except those Settlement Class Members who timely opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement. The Settling Parties agree that, after entry of judgment, the Court will retain jurisdiction over the Settling Parties, the litigation, and the Settlement Agreement solely for purposes of (i) enforcing this Agreement and/or judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 "Agreement" or "Settlement Agreement" means this agreement.

1.2 "Claims Administration" means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

1.3 "Claims Administrator" means Kroll Settlement Administration a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

1.4 "Claims Deadline" means the postmark deadline for valid claims pursuant to ¶ 2.4.

1.5 "Claim Form" means the form that the Settlement Class Member a must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein.

The Claim Form shall be reformatted by the Claims Administrator in order to permit the option of filing of claims electronically. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.6 "Costs of Claims Administration" means all actual costs associated with or arising from Claims Administration and which are to be paid by Defendant separate and apart from all other relief to the Settlement Class.

1.7 "Data Incident" means the alleged unauthorized access of Warrior's computer network(s) by a third party, which was discovered by Warrior in or around July 2023 and that forms the basis for this lawsuit.

1.8 "Dispute Resolution" means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.9 "Effective Date" means the first date by which all of the events and conditions specified herein have occurred and been met.

1.10 "Final" means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service award made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

1.11 "Judgment" means a judgment rendered by the Court.

1.12 "Long Notice" means the written long-form notice (including electronic notice) of the proposed class action settlement to be posted on the settlement website, substantially in the form as shown in **Exhibit C** attached hereto.

1.13 The "Notice Commencement Date" means the date by which notice to Settlement

Class Members shall commence and shall be thirty (30) days after the entry of the Preliminary Approval Order.

1.14 "Objection Date" means the last date by which Settlement Class Members must mail to Class Counsel and counsel for Warrior their written objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be sixty (60) days after the Notice Commencement Date.

1.15 "Opt-Out Date" means the date by which requests for exclusion from the Settlement Class must be postmarked in order to be effective and timely. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Commencement Date.

1.16 "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.17 "Preliminary Approval Order" means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties' proposed form of Preliminary Approval Order is attached hereto as **Exhibit D**.

1.18 "Plaintiff's Counsel" and "Proposed Class Counsel" means Milberg, PLLC.

1.19 "Related Entities" means Warrior's past, present, or future parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.20 "Released Claims" shall collectively mean any and all claims and causes of action, whether known of unknown, arising out of or relating to the Data Incident including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, and all similar statutes in effect in any states in the United States; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; intrusion into private affairs; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; breach of the covenant of good faith and fair dealing; and failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Complaint in this Litigation, from the beginning of time until the end of the world. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.21 "Released Persons" means Warrior, its Related Entities, and each of its past or present, or future parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.22 "Representative Plaintiff" means Douglas Gibson.

1.23 "Settlement Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.24 "Settlement Class" means all individuals in the United States sent a notice of the Data Breach. The Settlement Class specifically excludes: (i) Warrior and Warrior's parents, subsidiaries, affiliates, officers and directors, and any entity in which Warrior has a controlling interest; (ii) all individuals who make a timely election to be excluded from this Settlement using the correct protocol for opting out; (iii) the attorneys representing the Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

1.25 "Settlement Class Member(s)" means a Person(s) who falls within the definition of the Settlement Class.

1.26 "Settling Parties" means, collectively, Warrior and Representative Plaintiff, individually and on behalf of the Settlement Class.

1.27 "Short Notice" means the postcard short form notice of the proposed class action settlement, substantially in the form as shown in **Exhibit B** attached hereto. The Short Notice will direct recipients to the settlement website and inform members of the Settlement Class of, among other things, the Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final Approval Hearing (if set prior to the Notice Commencement Date (as defined herein)). The Short Notice will be mailed to all Class Members and emailed to those Class Members with known email addresses.

1.28 "United States" as used in this Settlement Agreement includes the District of Columbia and all territories.

1.29 "Valid Claim" means a Settlement Claim in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Benefits

2.1 Compensation for Lost Time. All Settlement Class Members who submit a Valid Claim using the Claim Form (**Exhibit A** to this Settlement Agreement) are eligible to receive reimbursement lost time, including time spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the aftermath/clean-up of the breach, at the rate of fifteen dollars ($15.00) per hour for up to four (4) hours. Members of the Settlement Class must attest on the Claim Form to the time spent. No documentation other than a verified description of their actions shall be required for members of the Settlement Class to receive compensation for attested time.

2.2 Expense Reimbursement. Warrior shall reimburse, as provided for below, each Settlement Class Member in the amount of his or her proven loss, but not to exceed Two Thousand Five Hundred dollars and no cents ($2,500.00) per claim, for a monetary out-of-pocket loss or expense that occurred as a result of the Data Incident:

2.2.1 Compensation for Ordinary Losses: Warrior will provide compensation for unreimbursed losses, up to a total of $250.00 per person, upon submission of a claim and supporting documentation, such as the following losses incurred as a result of the Data Security Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and fees for credit reports, credit monitoring, or other identity theft insurance product purchased between July 17, 2023, and the date of the close of the Claims Period. A class member must submit documentation to verify the incurred costs. A class member may submit "self-prepared" documents to add clarity or support to other submitted documentation, but self-prepared documents by themselves are not sufficient to file a valid claim.

2.2.2 Compensation for Actual Monetary Losses: Warrior will provide up to $2,500.00 in compensation to Settlement Class Members who submit a Valid Claim for proven and documented monetary loss if: (a) the loss is an actual, documented, and unreimbursed monetary loss caused by (1) injurious misuse of the Settlement Class Member's personally

identifiable information ("PII") or (2) fraud associated with the Settlement Class Member's PII; (b) the loss was substantially more likely than not caused by the Data Incident; and (c) the loss occurred during the period from July 17, 2023, through and including seven days after the Court approved notice of settlement is sent to the Settlement Class. The total of all amounts recovered for lost time under ¶ 2.1 combined with unreimbursed losses recovered under ¶ 2.2 shall not exceed $2,500.00 per Settlement Class Member. Settlement Class Members with claims under this paragraph may also submit claims for benefits under ¶ 2.1. However, payment is not due if the loss is covered under ¶ 2.2.1. In addition, the Settlement Class Member must have 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.

2.3 Alternative Cash Payment. In lieu of the above benefits in ¶¶2.1-2.2, Settlement Class Members may instead elect an Alternative Cash Payment in the amount of Twenty-Five Dollars and Zero Cents ($25.00). To claim this $25.00 benefit, Settlement Class Members must submit a Claim Form (**Exhibit A** to this Settlement Agreement) and elect this payment to the exclusion of payments under ¶¶ 2.1-2.2 above.

2.4 Claims Process. Settlement Class Members seeking reimbursement under ¶¶ 2.1, 2.2, or 2.3 must complete and submit a valid, written Claim Form to the Claims Administrator, postmarked on or before the ninetieth (90th) day after the deadline for the completion of Notice to Settlement Class Members as set forth in ¶ 3.2 (the "Claims Deadline"). The Notice will specify this deadline and other relevant dates described herein.

2.4.1 As proof of class membership, any Person filing a claim must attest that he or she is a Settlement Class Member and also submit either (1) a unique code to be provided by the Claims Administrator based on the approved list of class members to be sent direct Notice. In order to claim expense reimbursement, related documentation must be provided with the Claim Form, and the payment claimed pursuant to the Claim Form cannot have been reimbursed from any other source.

2.4.2 The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief, and is being made under the laws of the United States. Notarization shall not be required. The Settlement Class Member must plausibly attest that the out-of-pocket expenses and charges claimed were both actually incurred and arose from the Data Incident. Failure to provide supporting attestation and documentation as requested on the Claim Form, and after a reasonable opportunity to cure after notice from the Claims Administrator (as described below in Section 2.6.2), shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.6.

2.4.3 Nothing in this Settlement Agreement shall be construed to provide for a double payment for the same loss or injury that was reimbursed or compensated by any other source.

2.4.4 To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline. Mailed claims must be postmarked on or before the Claims Deadline in order to be valid.

2.4.5 No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

2.4.6 Identity-Theft Protection and Credit Monitoring. Settlement Class Members are eligible to receive one (1) year of three bureau identity-theft protection and credit monitoring services.

2.4.7 Settlement Class Members can enroll for these identity protection and credit monitoring services whether or not they claim a monetary recovery under this Settlement.

2.5 Dispute Resolution for Claims.

2.5.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; and (2) the

claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the claimant's class membership and the expenses described in ¶¶ 2.1 through 2.3; and (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Incident (collectively, "Facially Valid"). The Claims Administrator may, at any time, request from the claimant, in writing, additional information ("Claim Supplementation") as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

2.5.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.5.3 Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action.

2.5.4 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member does not timely accept or reject an offer of

partial payment, the Settlement Class Member will be deemed to have accepted such partial payment offer. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final, non-appealable determination. If the claimant approves the final determination, then the approved amount shall be the amount to be paid. If the claimant does not approve the final determination within thirty (30) days, then the dispute will be determined by the Claims Administrator within an additional ten (10) day period.

2.6 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶ 3.1 and 3.2, and Costs of Claims Administration under ¶¶ 8.1 and 8.2, shall be paid by Warrior separate and apart from all other relief to the Class.

2.7 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

2.8 Equitable Terms. In addition to the foregoing settlement benefits, Warrior has implemented or will implement certain reasonable steps to adequately secure its systems and environments. Defendant estimates it will cost at least $120,000 to implement and maintain these enhancements. Costs associated with the information security enhancements will be considered a class benefit and borne by Defendant separate and apart from other settlement benefits.

3. Order of Preliminary Approval and Publishing of Notice of Final Approval

Hearing

3.1. Proposed Class Counsel shall file a motion for preliminary approval of the settlement with the Court, with this Settlement Agreement attached as an exhibit, requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia:*

a) certification of the Settlement Class for settlement purposes only;

b) preliminary approval of the Settlement Agreement as set forth herein;

c) the scheduling of a Final Approval Hearing and briefing schedule for Motion For Final Hearing and Application for Class Representative Service Award and Attorneys' Fees and Costs;

d) appointment of Proposed Class Counsel as Class Counsel;

e) appointment of Representative Plaintiff as Class Representative;

f) approval of a customary form of short form notice to be mailed to all Class Members and emailed to those Class Members with known email addresses ("Short Notice") substantially similar to the ones attached hereto as **Exhibit B** and a customary long form notice to be posted on the settlement website ("Long Notice") in a form substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Approval Hearing;

g) appointment of a Claims Administrator, or such other provider of claims administrative service, as may be jointly agreed to by the Settling Parties; and

h) approval of a claim form substantially similar to that attached hereto as **Exhibit A**.

The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

3.2 Warrior shall pay for all of the costs associated with the Claims Administrator, and for providing Notice to the Settlement Class in accordance with the Preliminary Approval Order, as well as the costs of such notice. Attorneys' fees, costs, and expenses of Proposed Class Counsel, and service awards to Class Representatives, shall be paid by Warrior as set forth in ¶ 7 below, subject to Court approval. Notice shall be provided to Class Members in accordance with the Notice plan set forth herein. The Notice plan shall be subject to approval by the Court as meeting constitutional due process requirements. The Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the Notice and Claim Form approved by the Court, as well as this Settlement Agreement. The Claims Administrator also will provide printed copies of the forms of the Notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. The Claims Administrator will provide a toll-free help line to provide Settlement Class Members with additional information about the settlement. Before the Final Approval Hearing, Proposed Class Counsel and Warrior shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of Notice. The Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. Within thirty (30) days after the entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class via the Notice Program.

3.3 Proposed Class Counsel and Warrior's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Approval Hearing") and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the

Claims Administrator. Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than 200 timely and valid Opt-Outs submitted, Warrior may, by notifying Proposed Class Counsel in writing, void this Settlement Agreement. If Warrior voids the Settlement Agreement pursuant to this paragraph, Warrior shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Proposed Class Counsel and incentive awards.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and docket number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of original notice of the Data Incident or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Approval Hearing; and

(vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative. To be timely, written notice of an objection in the appropriate form must mailed, with a postmark date no later than the Objection Date, to the Claims Administrator at the address so designated. For all objections mailed to the Claims Administrator, Proposed Settlement Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement:

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 will have waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and such Settlement Class Member will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member, including Representative Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiff, 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 participation in the settlement as provided herein) in which any Released Claim is asserted.

6.2 Upon the Effective Date, Warrior shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged,

Representative Plaintiff, each and all of the Settlement Class Members, and Proposed Class Counsel, of all claims, whether known or unknown, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any claims based upon or arising out of any debtor-creditor, employment, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither Warrior nor its Related Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiff, each and all of the Settlement Class, and Proposed Settlement Class Counsel.

7. Plaintiff's Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Representative Plaintiff

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Representative Plaintiff, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that Warrior would pay reasonable attorneys' fees, costs, expenses, and service awards to Representative Plaintiff as may be agreed to by Warrior and Proposed Class Counsel and/or as ordered by the Court. Warrior and Proposed Settlement Class Counsel then negotiated and agreed to the procedure described in ¶ 7.2.

7.2 Proposed Class Counsel has agreed to request, and Warrior has agreed not to oppose, subject to Court approval, the amount of two hundred twenty-five thousand dollars and no cents ($225,000.00) to Proposed Class Counsel for attorneys' fees and costs and expenses. Proposed Class Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by the Court among Plaintiff's Counsel.

7.3 Subject to Court approval, Warrior has agreed to pay a service award in the amount of five thousand dollars and no cents ($5,000.00) to the Representative Plaintiff.

7.4 Warrior shall pay the Court-approved amount of attorneys' fees, costs, expenses, and service awards to Representative Plaintiff to an account established by Proposed Class Counsel within ten (10) days after the Effective Date of the settlement.

7.5 Proposed Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Proposed Class Counsel and service award to Representative Plaintiff consistent with ¶¶ 7.2 and 7.3. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court), Warrior shall have no obligation to pay attorneys' fees, costs, expenses, or service awards and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

7.6 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award to Representative Plaintiff, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Proposed Class Counsel or Representative Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. Proposed Class Counsel and Warrior shall be given weekly reports as to both claims and distribution. The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set forth in ¶ 2.5. All claims agreed to be paid in full by Warrior shall be deemed valid.

8.2 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within forty-five (45) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. If this Settlement Agreement is terminated or

otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court) prior to the payment of Valid Claims, Warrior shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, Warrior, Proposed Class Counsel, Plaintiff, and/or Warrior's counsel based on distributions of benefits to Settlement Class Members.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Approval Hearing;

b) Warrior has not exercised its option to terminate the Settlement Agreement;

c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and

d) the Judgment has become Final.

9.2 If all of the conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.4 unless Proposed Class Counsel and Warrior's counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) calendar days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and to Warrior's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc.* Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Warrior shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such

party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Litigation, except as set forth herein.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata,* collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

10.6 The Settlement Agreement, together with the exhibits attached hereto, constitutes the entire agreement among the Settling Parties regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Warrior and Representative Plaintiff in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between Warrior and Representative Plaintiff.

10.7 Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by Representative Plaintiff to take all appropriate actions required or permitted to be taken by the

Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.8 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

10.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

10.12 As used herein, "he" means "he, she, or it;" "his" means "his, hers, or its;" and "him" means "him, her, or it.'' "She" means "she, he, or it;" "hers" means "hers, his, or its;" and "her" means "her, him, or it." "It" means "it, he, or she, him, or her;" and "its" means "its, his, or hers."

10.13 All dollar amounts are in United States dollars (USD).

10.14 Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within 90 days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until one hundred eighty (180) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Warrior shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 to ¶ 2.3 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.15 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

AGREED TO BY:

Phillip C. Monroe on behalf of **WARRIOR MET COAL, INC.**

c/o

Thomas J. Butler
MAYNARD NEXSEN, P.C.
1901 Sixth Avenue North, Suite 1700
Birmingham, AL 35203

Counsel for Warrior

Douglas Gibson
Douglas Gibson (May 20, 2026 10:40:14 CDT)

Douglas Gibson, Representative Plaintiff

c/o Gary M Klinger

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