AlaFile E-Notice

63-CV-2025-900067.00

Judge: COREY G. SEALE

To: JONATHAN S. MANN
jonm@pittmandutton.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA

EARNESTINE RYAN ET AL V. PECO FOODS INC.
63-CV-2025-900067.00

The following matter was FILED on 7/8/2026 5:05:26 PM

C001 RYAN EARNESTINE

C002 BENSON DOROTHY

C003 HARRISON MICHAEL

C004 CARSON ALLAN

C005 HUGHES ARTHUR

C006 HARGRAVE CRYSTAL

C008 DUNCAN JASON

C009 PATRICK FELICIA

C010 CALDWELL ANJESSICA

PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND MEMORANDUM OF L

[Filer: MANN JONATHAN STEPHEN]

Notice Date: 7/8/2026 5:05:26 PM

MAGARIA HAMNER BOBO
CIRCUIT COURT CLERK
TUSCALOOSA COUNTY, ALABAMA
714 GREENSBORO AVENUE
TUSCALOOSA, AL, 35401

205-464-8260
magaria.bobo@alacourt.gov

ELECTRONICALLY FILED
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63-CV-2025-900067.00
CIRCUIT COURT OF
TUSCALOOSA COUNTY, ALABAMA
MAGARIA HAMNER BOBO, CLERK

STATE OF ALABAMA Revised 3/5/08
Unified Judicial System
63-TUSCALOOSA ☐ **District Court** ☑ **Circuit Court**

Cas
CV2

CIVIL MOTION COVER SHEET

EARNESTINE RYAN ET AL V. PECO FOODS INC.

Name of Filing Party: C001 - RYAN EARNESTINE
C002 - BENSON DOROTHY
C003 - HARRISON MICHAEL
C004 - CARSON ALLAN
C005 - HUGHES ARTHUR
C006 - HARGRAVE CRYSTAL
C008 - DUNCAN JASON
C009 - PATRICK FELICIA
C010 - CALDWELL ANJESSICA

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.
JONATHAN S. MANN
2001 PARK PLACE N., STE. 1100
BIRMINGHAM, AL 35203
Attorney Bar No.: MAN057

☐ Oral Arguments Requested

TYPE OF MOTION

Motions Requiring Fee

- ☐ Default Judgment ($50.00)
- ☐ Joinder in Other Party's Dispositive Motion (i.e.Summary Judgment, Judgment on the Pleadings, orother Dispositive Motion not pursuant to Rule 12(b)) ($50.00)
- ☐ Judgment on the Pleadings ($50.00)
- ☐ Motion to Dismiss, or in the Alternative SummaryJudgment($50.00)
- ☐ Renewed Dispositive Motion(Summary Judgment,Judgment on the Pleadings, or other DispositiveMotion not pursuant to Rule 12(b)) ($50.00)
- ☐ Summary Judgment pursuant to Rule 56($50.00)
- ☐ Motion to Intervene ($297.00)
- ☐ Other _____
  pursuant to Rule _____ ($50.00)

*Motion fees are enumerated in §12-19-71(a). Fees pursuant to Local Act are not included. Please contact the Clerk of the Court regarding applicable local fees.

☐ Local Court Costs $ 0

Motions Not Requiring Fee

- ☐ Add Party
- ☐ Amend
- ☐ Change of Venue/Transfer
- ☐ Compel
- ☐ Consolidation
- ☐ Continue
- ☐ Deposition
- ☐ Designate a Mediator
- ☐ Judgment as a Matter of Law (during Trial)
- ☐ Disburse Funds
- ☐ Extension of Time
- ☐ In Limine
- ☐ Joinder
- ☐ More Definite Statement
- ☐ Motion to Dismiss pursuant to Rule 12(b)
- ☐ New Trial
- ☐ Objection of Exemptions Claimed
- ☐ Pendente Lite
- ☐ Plaintiff's Motion to Dismiss
- ☐ Preliminary Injunction
- ☐ Protective Order
- ☐ Quash
- ☐ Release from Stay of Execution
- ☐ Sanctions
- ☐ Sever
- ☐ Special Practice in Alabama
- ☐ Stay
- ☐ Strike
- ☐ Supplement to Pending Motion
- ☐ Vacate or Modify
- ☐ Withdraw
- ☑ Other PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND MEMORANDUM OF L

	pursuant to Rule N/A (Subject to Filing Fee)	
Check here if you have filed or are filing contemoraneously with this motion an Affidavit of Substantial Hardship or if you are filing on behalf of an agency or department of the State, county, or municipal government. (Pursuant to §6-5-1 Code of Alabama (1975), governmental entities are exempt from prepayment of filing fees) ☐	Date: 7/8/2026 4:57:09 PM	Signature of Attorney or Party /s/ JONATHAN S. MANN

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.
**Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.

ELECTRONICALLY FILED
7/8/2026 5:05 PM
63-CV-2025-900067.00
CIRCUIT COURT OF
TUSCALOOSA COUNTY, ALABAMA
MAGARIA HAMNER BOBO, CLERK

IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA

EARNESTINE RYAN and DOROTHY BENSON, MICHAEL HARRISON, ALLAN CARSON, ARTHUR HUGHES, CRYSTAL HARGRAVE, JASON DUNCAN, FELICIA PATRICK, AND ANJESSICA CALDWELL, individually and on behalf of all others similarly situated,	)	**Case No. 63-cv-2025-900067.00**
Plaintiffs,	)	
v.	)	
PECO FOODS INC.,	)	
Defendant.	)	

PLAINTIFFS' *UNOPPOSED* MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND MEMORANDUM OF LAW IN SUPPORT

Plaintiffs, Earnestine Ryan, Dorothy Benson, Michael Harrison, Allan Carson, Arthur Hughes, Crystal Hargrave, Jason Duncan, Felicia Patrick, and Anjessica Caldwell, individually and on behalf of the proposed Settlement Class[1] of similarly situated individuals, respectfully submit this Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum of Law in Support thereof. As set forth below and in the proposed Preliminary Approval Order, attached to the Settlement Agreement as **Exhibit D**, Plaintiffs respectfully request this Court enter an Order as follows:

(1) granting preliminary approval of the proposed Settlement Agreement;

(2) conditionally certifying the Settlement Class;

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[1] Capitalized terms not herein defined shall have the meaning ascribed to them in Settlement Agreement ("S.A."), which is attached hereto as **Exhibit 1**.

(3) appointing Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley, & Mann P.C., James M. Terrell of Methvin, Terrell, Yancey, Stephens & Miller, P.C., and Patrick A. Barthle II of Morgan & Morgan as Proposed Class Counsel;

(4) approving the proposed Notice Program and directing that it be implemented; and

(5) appointing Eisner Advisory Group LLC ("EAG") to serve as the Claims Administrator.

This memorandum describes in detail the reasons why preliminary approval is in the best interests of the Settlement Class and is consistent with Alabama Rule of Civil Procedure 23.

INTRODUCTION

Plaintiffs in this putative class action have reached a proposed settlement with Defendant Peco Foods, Inc. ("Defendant"). The settlement provides for the creation of a $950,000.00 non-reversionary Settlement Fund, from which Settlement Class Members will be able to submit claims for (i) reimbursement of Ordinary Out-of-Pocket Losses up to $1,000.00, (ii) reimbursement for Extraordinary Losses up to $5,000.00, (iii) lost time up to 10 hours at a rate of $40.00 per hour, subject to the $5,000.00 Extraordinary Losses cap; (iv) three years of triple bureau Credit Monitoring Services, and (v) residual cash payment of up to $550, but estimated to be $100.00. S.A. ¶¶ 2.2-2.7. If approved, the settlement would bring certainty and closure—and significant and valuable relief for the Settlement Class—to what otherwise would likely be contentious and costly litigation over Defendant's liability, or lack thereof, for its allegedly unlawful practices. Defendant disputes liability and denies any wrongdoing.

As discussed in more detail below, the proposed settlement meets all the requirements of Alabama Rule of Civil Procedure 23, as well as all standards for the evaluation of fairness of a proposed settlement. *See*, *e.g., In re Liberty Nat'l Ins. Cases*, No. 02-cv-2741, 2006 WL 8436814,

at *9 (N.D. Ala. Mar. 31, 2006).[2] The settlement meets and exceeds the applicable standards of fairness and provides relief substantially similar to other settlements that have been approved throughout the country. Accordingly, the Court should preliminarily approve the settlement so Settlement Class Members can receive Notice of their rights, and the Claims Administration process may begin.

I. THE LITIGATION

A. The Data Breach

Defendant discovered that on or about December 4, 2023, an unauthorized third-party accessed its computer network. S.A. ¶ 2. Defendant's investigation determined that the unauthorized third party may have accessed the personally identifiable information ("PII") of approximately 46,442 members of the Settlement Class in the Data Breach. *Id.* ¶ 1.27. On or around July 2024, Defendant began to notify the Settlement Class that their PII was potentially involved in the Data Breach. *Id.*

B. Procedural History

After Peco provided notice of the Data Breach in or around July 2024, Plaintiffs Harrison, Carson, Hughes, Hargrave, Duncan, Patrick, and Caldwell filed putative Class Action Complaints in the United States District Court for the Northern District of Alabama and filed a Consolidated Complaint on October 18, 2024. *See* Declaration of Jonathan S. Mann in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, attached as **Exhibit 2** hereto ("Mann Decl."), ¶ 12. Plaintiffs Ryan and Benson filed a putative Class Action Complaint

[2] Rule 23 of the Alabama Rules of Civil Procedure is modeled after Rule 23 of the Federal Rules of Civil Procedure and, therefore, federal decisions interpreting Rule 23 are authoritative. *Reynolds Metals Co. v. Hill*, 825 So. 2d 100, 104 n. 1 (Ala. 2002) (citing *Cutler v. Orkin Exterminating Co*., 770 So. 2d 67 (Ala. 2000)).

in the Circuit Court of Tuscaloosa County, Alabama on January 23, 2025. *Id.*

On September 3, 2025, the Settling Parties participated in a full-day mediation facilitated by an experienced mediator, Jill Sperber Esq. of Sperber Dispute Resolution. *Id.* ¶ 13. In preparation for the scheduled mediation, the Settling Parties exchanged additional information related to the Litigation, including the composition of the putative Settlement Class. *Id.* ¶ 14. The Settling Parties also laid out their respective positions, including with respect to the merits, class certification, and settlement, in written mediation statements provided to the other Party and the mediator. *Id.* After a full day of negotiations, the Settling Parties reached an agreement in principle, the terms of which were later finalized in this Settlement Agreement and the attached exhibits. *Id.* ¶ 15.

On September 5, 2025, Plaintiffs Harrison, Carson, Hughes, Hargrave, Duncan, Patrick, and Caldwell voluntarily dismissed their claims in the United States District Court for the Northern District of Alabama so they could join in the state action Plaintiffs Ryan and Benson filed in the Circuit Court of Tuscaloosa County, Alabama. On the same date, Plaintiffs filed their First Amended Class Action Complaint bringing claims against Defendant for negligence, negligence *per se*, and unjust enrichment. *Id.* ¶ 16. The claims of each of the Plaintiffs all involve common questions of law or fact, arising from the same Data Breach.

After the Settling Parties reached an agreement in principle on all material terms of substantive relief for the Settlement Class, they began negotiating attorneys' fees and service awards (both subject to Court approval). *Id.* ¶ 17. At all times, the issues of attorneys' fees, costs, and service awards were negotiated separately from the settlement relief to the Settlement Class. *Id.*

The Settling Parties then began drafting, exchanging, and editing the detailed Settlement Agreement, including its accompanying exhibits, Claim Form, and forms of Notice. *Id.* ¶ 18; S.A. Exs. A–C. The Settling Parties sought bids from multiple claims administrators, and after an extensive bidding process ultimately selected a qualified and cost-effective company, Eisner Advisory Group LLC ("EAG"), to serve as Claims Administrator. Mann Decl. ¶ 19.

The Settlement Agreement resulted from hard fought and adversarial negotiations over an extended period. *Id.* ¶ 20. The time and effort spent by all Settling Parties to this Litigation demonstrates the rigor, intensity, and thoroughness of the mediation efforts, as well as the Settling Parties' commitment to working constructively toward a resolution. *Id.* The exchange of information through informal discovery and in connection with the mediation and settlement process allowed the Settling Parties to sufficiently understand the relative strengths and weaknesses of their respective positions when fashioning the proposed settlement. The proposed settlement addresses the reasonable objectives of this Litigation. *Id.*

II. THE PROPOSED SETTLEMENT

A. <u>The Settlement Class</u>

The proposed settlement establishes a Settlement Class defined as follows:

> all individual U.S. residents whose PII was accessed and/or acquired in the Data Breach that is the subject of the Notice of Data Breach that Defendant sent to Plaintiffs and Settlement Class Members on or around July 24, 2024.

S.A. ¶ 1.27. The proposed Settlement Class specifically excludes (1) the Judge presiding over the Litigation, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members and shareholders of Peco; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; and (4) any person found by a court of competent

jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Breach or who pleads nolo contendere to any such charge. Defendant represents that there are no such individuals known within Settlement Class, and that the Settlement Class contains 46,442 individuals. *Id.*

B. Settlement Benefits to the Settlement Class

The settlement provides for significant monetary relief to be paid by Defendant to eligible Settlement Class Members who submit valid and timely Claim Forms. Defendant will fund a $950,000.00 non-reversionary Settlement Fund to provide each Settlement Class Member with (i) reimbursement of Ordinary Out-of-Pocket Losses up to $1,000.00, (ii) reimbursement for Extraordinary Losses up to $5,000.00, (iii) lost time up to 10 hours at a rate of $40.00 per hour, subject to the $5,000.00 cap on Extraordinary Losses; (iv) three years of triple bureau Credit Monitoring Services, and (v) residual cash payment up to $550.00, and currently estimated to be $100. S.A. ¶¶ 2.2-2.7. The Settlement Fund will also be used to pay Notice and Administration Costs, Proposed Class Counsel's fee award and costs, service awards, and taxes. *Id.* ¶ 2.7. Additionally, for a period of three (3) years following the execution of the Settlement Agreement, Defendant commits to pay for, implement and continue certain data-security enhancements and business practices. *Id.* ¶ 2.9.

Specifically, the Settlement Agreement provides for the following settlement benefits to the Settlement Class:

1. Reimbursement for Ordinary Out-of-Pocket Losses

Settlement Class Members may submit claims for Ordinary Out-of-Pocket Losses up to $1,000.00 for reimbursement in the form of monetary losses incurred by the Settlement Class Member. S.A. ¶ 2.2. Ordinary Out-of-Pocket Losses are unreimbursed costs, losses, or

expenditures incurred by a Settlement Class Member in responding to notice of the Data Breach that were incurred between December 4, 2023, and the Claims Deadline. *Id.* ¶ 2.2.1. Settlement Class Members who submit a claim for reimbursement of Ordinary Out-of-Pocket Losses must provide to the Claims Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting the unreimbursed cost, loss, or expenditure; and (3) a brief description of the documentation describing the nature of the cost, loss, or expenditure, if the nature of the cost, loss, or expenditure is not apparent from the documentation alone. *Id.* ¶ 2.2.2.

2. Reimbursement for Extraordinary Losses and Attested Time

In addition to submitting a claim for Ordinary Out-of-Pocket Losses, Settlement Class Members who believe they have suffered identity theft, fraud, or other Extraordinary Losses may submit a claim for Extraordinary Losses and Attested Time up to $5,000.00 per individual. S.A. ¶ 2.3. Extraordinary Losses are unreimbursed costs, losses, or expenditures incurred by a Settlement Class Member that occurred on or after December 4, 2023, and are fairly traceable to the Data Breach, and are costs, losses, or expenditures that are not reimbursable as Ordinary Out-of-Pocket Losses. *Id.* ¶ 2.3.1, 2.3.4. Settlement Class Members who elect to submit a claim for reimbursement of Extraordinary Losses must provide to the Claims Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting the unreimbursed cost, loss, or expenditure; and (3) a brief description of the documentation describing the nature of the cost, loss, or expenditure, if the nature of the cost, loss, or expenditure is not apparent from the documentation alone. *Id.* ¶ 2.3.2.

Settlement Class Members with valid, documented Extraordinary Losses may also submit a claim for up to 10 hours of time spent remedying issues related to the Data Breach at a rate of

$40.00 per hour by providing an attestation and a brief description of: (1) the actions taken in response to the Data Breach; and (2) the time associated with each action ("Attested Time"). Reimbursement for Attested Time is included in the total of up to $5,000.00 per person for Extraordinary Losses. S.A. ¶ 2.3.4. All Settlement Class Members seeking out-of-pocket expense reimbursement must complete and submit either a hard copy or online Claim Form to the Claims Administrator, postmarked or electronically submitted on or before the Claims Deadline. The Claim Form must be verified by the Settlement Class Member with an attestation that the claimant believes that the unreimbursed costs, losses, or expenditures claimed were incurred as a result of the Data Breach. *Id.* ¶ 2.4.

3. Residual Cash Payment

In addition to, or in the alternative to, making a claim for Ordinary Out-of-Pocket Losses and/or Extraordinary Losses and Attested Time, Settlement Class Members may elect to receive a Residual Cash Payment, which is anticipated to be $100.00, but may be up to $550.00 based on the number of submitted claims. S.A. ¶ 2.7. All Settlement Class Members with an Approved Claim will receive the Residual Cash Payment, if funds are available. The amount of the payment will be calculated by dividing the funds remaining in the Settlement Fund after payment of Approved Claims for Credit Monitoring Services, Approved Claims for Ordinary Out-of-Pocket Losses, Approved Claims for Extraordinary Losses and Attested Time, Notice and Administration Costs, service award payments approved by the Court, and attorneys' fees and expenses awarded by the Court by the number of Settlement Class Members with an Approved Claim; thus the Residual Cash Payment will be increased or decreased based on the number of claims made. *Id.*

4. Credit Monitoring and Insurance Services

In addition to receiving monetary relief, all Settlement Class Members are eligible to submit a claim for three years of triple bureau Credit Monitoring Services. S.A. ¶ 2.5. Settlement Class Members must file a Claim Form that selects credit monitoring to obtain the Credit Monitoring Services. The cost of credit monitoring will be paid from the Settlement Fund. *Id.*

5. Security Commitments and Prospective Relief

In addition to the foregoing settlement benefits, pursuant to the Settlement Agreement Defendant has agreed to pay for, implement and continue certain data-security enhancements and business practices, for a period of three years at its expense, which are designed to strengthen Defendant's data and information security. S.A. ¶ 2.9. Defendant will provide Proposed Class Counsel with a declaration attesting to the business practice changes implemented after the Data Breach. *Id.*

C. Notice Program

The Settling Parties have selected EAG to be the Claims Administrator, subject to Court approval. The Claims Administrator is experienced in class notice and in administration of class action claims generally, and specifically those of the type provided for and made in data breach litigation. Mann Decl. ¶ 25.

To reach as many potential Settlement Class Members as possible, individual Notice shall be provided by first-class mail to all Settlement Class Members for whom Defendant has a valid address. S.A. ¶ 3.2.1. While only the Short Form Notice will be mailed to Settlement Class Members, with an attached "tear off" Claim Form with prepaid postage, the Long Form Notice and Claim Form will be made available on the settlement website established by the Claims Administrator pursuant to the Settlement Agreement. *Id*. ¶¶ 3.2.1-3.2.2. The settlement website shall contain information regarding how to submit a Claim Form (including electronically through

the settlement website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, the Settlement Agreement, the Preliminary Approval Order entered by the Court, and the operative complaint in the Litigation, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Fairness Hearing. *Id*. ¶ 3.2.3. The settlement website shall also provide the toll-free telephone number and mailing address through which Settlement Class Members may contact the Claims Administrator directly. *Id.* ¶¶ 3.2.3-3.2.4. The Notice Program shall commence by the Class Notice Date and shall be completed within sixty (60) days after entry of the Preliminary Approval Order. *Id.* ¶¶ 3.4.

D. Claims

Settlement Class Members may make a Settlement Claim by submitting a Claim Form either by mail or through the settlement website. S.A. ¶¶ 2.4, 2.8. The Claims Deadline for Settlement Class Members to submit claims is 90 days after the Class Notice Date. *Id.* ¶ 1.5. All Notice and Administration Costs to the Settlement Class Members shall be paid from the Settlement Fund. *Id.* ¶ 2.1. The Claims Administrator will review and evaluate each Claim Form, including any required documentation submitted, for validity, timeliness, and completeness. *Id.* ¶ 2.10. Where the Claims Administrator finds a Claim Form incomplete, the Settlement Class Member will be provided notice of the deficiencies and time to cure his or her claim. *Id.* ¶ 2.10.2.

E. Opt-Out and Objection Procedure

Settlement Class Members will have an opportunity to exclude themselves from the settlement or object to its approval. S.A. ¶ 4.1. The timeline for opting out or objecting is designed to allow Settlement Class Members sufficient time to receive and review the Notice and all relevant materials before determining a course of action; Settlement Class Members will have sixty (60) days after the Class Notice Date to object to or opt out of the settlement. *Id.* ¶¶ 1.18, 1.19. The

procedures and deadlines for filing opt-out requests and objections will be referenced in the Notice and conspicuously listed in the Long Form Notice and on the settlement website. *See* S.A. Exs. B, C. The Notice will also inform Settlement Class Members that the Final Fairness Hearing will be their opportunity to appear and have their objections heard, and that Settlement Class Members will be bound by the Release, as stated in section 6 of the Settlement Agreement, unless they timely exercise their right to exclusion. *Id.*

To opt-out and exclude themselves from the settlement, Settlement Class Members must notify the Claims Administrator in writing, postmarked no later than 60 days after the Class Notice Date. Each individual wishing to exclude themselves from 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. Individuals wishing to opt out of the Settlement Class will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. S.A. ¶ 4.1. The written notice must clearly manifest an individual's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked by the Opt-Out Date. *Id.* All individuals who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in section 4.1 of the Settlement Agreement, shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All individuals falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon. *Id.* ¶ 4.2.

Any Settlement Class Member who wishes to object to the settlement may do so by timely submitting a written notice of his or her objection by the Objection Date. S.A. ¶ 5.1. Such notice shall state: (i) the name or caption of this Litigation; (ii) the objector's full name, address, telephone

number, and e-mail address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (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; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a statement identifying all class action settlements objected to by the objector in the previous 5 years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any. To be timely, written notice of an objection in the appropriate form must be filed with the Court no later than the Objection Date. *Id.*

F. Release

Pursuant to the Settlement Agreement, Settlement Class Members and Representative Plaintiffs who do not exclude themselves will provide the Released Persons with a release of all Released Claims related to the Data Breach, including any other statutory or common law claim that could have been asserted in this Litigation based upon the same conduct. S.A. ¶ 6.1.

II. MEMORANDUM OF LAW

As Plaintiffs establish herein, the proposed settlement should be preliminarily approved as it meets all the requirements for certification of a settlement class under Rule 23(b)(2) and (3) of the Alabama Rules of Civil Procedure; the proposed Notice Program satisfies the requirements of Alabama Rule 23(c)(2); and the settlement is fair, reasonable, and adequate.

A. The Proposed Settlement Class Meets the Requirements of Rule 23 and Should Be Preliminarily Certified.

For settlement purposes only, the Settling Parties have agreed that the Court should make preliminary findings and enter an order granting provisional certification of the Settlement Class, and appointing Plaintiffs and their counsel to represent the Settlement Class. "The validity of use

of a temporary settlement class is not usually questioned." Conte & Newberg, 4 *Newberg on Class Actions*, §11.25 (4th Ed. 2002). The *Manual for Complex Litigation* ("Manual") explains the benefits of settlement classes:

> Settlement classes – cases certified as class actions solely for settlement – can provide significant benefits to class members and enable the defendants to achieve final resolution of multiple suits. Settlement classes also permit defendants to settle while preserving the right to contest the propriety and scope of the class allegations if the settlement is not approved[.] . . . An early settlement produces certainty for the plaintiffs and defendants and greatly reduces litigation expenses.

Manual § 21.612. Prior to granting preliminary approval of a class action settlement, a court should determine that the proposed settlement class is a proper class for settlement purposes. *Id*. § 21.632; *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 620 (1997). A class may be certified under Rule 23 if the following four prerequisites of Rule 23(a) are satisfied—(1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation—as well as at least one of the three subdivisions of Rule 23(b). Here, the Settlement Class satisfies all the requirements of Rule 23(a) and (b)(3) and should be conditionally certified.

1. *Numerosity*

Numerosity is met where "the class is so numerous that joinder of all members is impracticable." Ala. R. Civ. P. 23(a)(1); *Cheminova Am. Corp. v. Corker*, 779 So. 2d 1175, 1179 (Ala. 2000). "The numerosity requirement imposes no absolute minimum number," and "[t]he court can accept commonsense assumptions in order to support a finding of numerosity." *Cheminova*, 779 So. 2d at 1179. Where it is "clear" that the class numbers in the "thousands" and the defendant does not "actively contest the numerosity requirement," the numerosity requirement is satisfied. *Id*.; *CVS Caremark Corp. v. Lauriello*, 175 So. 3d 596, 601 (Ala. 2014).

Here, it is undisputed that proposed Settlement Class encompasses approximately 46,442 individuals. This Settlement Class is sufficiently numerous such that joinder would be

impracticable, given the number of individuals included and that absent a class action, few members of the Settlement Class could afford to bring an individual lawsuit over the relatively small claim amounts at issue. Thus, numerosity is satisfied. *Cheminova*, 779 So. 2d at 1179.

2. Commonality

Commonality, the second requirement for class certification under Rule 23(a), is met where there are "questions of law or fact common to the class." Ala. R. Civ. P. 23(a)(2). The commonality requirement can be summarized as follows:

> Rule 23(a)(2) requires that there are questions of law or fact common to the class. Yet not every question of law or fact must be common to every member of the class. The requirement is met if the questions linking the class members are substantially related to the resolution of the litigation even though the individuals are not identically situated. Identical questions are not necessary and factual discrepancies are not fatal to certification.

Coleman v. Cannon Oil Co., 141 F.R.D. 516, 521 (M.D. Ala. 1992) (internal citations omitted). "Commonality may exist where the party opposing the class has engaged in a course of conduct that affects all class members and gives rise to a plaintiff's claim." *Dujanovic v. Mortgage Am., Inc.*, 185 F.R.D. 660, 667 (N.D. Ala. 1999); *see also Braxton v. Farmer's Ins. Group*, 209 F.R.D. 654, 658 (N.D. Ala. 2002).

Other class actions where class members' claims focused on a similar course of conduct by the defendant have been found to have common legal and factual issues. *See, e.g.*, *Family Medicine Pharmacy v. Trxade Group., Inc*., No. 15-cv-0590, 2016 U.S. Dist. LEXIS 153272, at *9-10 (S.D. Ala. Nov. 4, 2016) ("class members' claims involve a common allegation of wrongful conduct by the Defendants…. Therefore, resolution of this action involves issues that are central to the validity of each one of the class member's claims and susceptible to class wide proof."). Similarly, here, all members of the proposed Settlement Class share common claims arising out of the same standardized conduct, i.e. exposure of PII due to Defendant's alleged data security

deficiencies and the Data Breach. Mann Decl. ¶ 22. Proving liability for each Settlement Class Member's claim would require the resolution of the same central factual and legal issues, including whether Defendant's actions harmed its customers and exponentially increased their risk of future harm, and whether that conduct violated the law. *Id.* ¶ 39. Thus, the common questions resulting from Defendant's alleged conduct can be answered on a class-wide basis based on common evidence maintained by Defendant. Accordingly, commonality is satisfied. *Coleman*, 141 F.R.D. at 521.

3. Typicality

The third element of maintaining a class action is that the claims of the representative plaintiffs are typical of the claim of each member of the class. Ala. R. Civ. P. 23(a)(3). To meet Rule 23(a)'s typicality requirement the plaintiffs must "have the same essential characteristics as the class at large." *Cheminova*, 779 So. 2d at 1180 (citing *Coleman*, 141 F.R.D. at 527). However, the "class members' claims need not be identical to satisfy the typicality requirement; rather, there need only exist 'a sufficient nexus between the legal claims of the named class representatives and those of individual class members.'" *Manno v. Healthcare Revenue Recovery Group, LLC*, 289 F.R.D. 674, 686 (S.D. Fla. 2013); *see also Wright v. Circuit City Stores, Inc.*, 201 F.R.D. 526, 543 (N.D. Ala. 2001) (citations omitted) ("[P]articular factual differences, differences in the amount of damages claimed or even the availability of certain defenses against a class representative may not render his or her claims atypical.").

Here, Plaintiffs' claims are typical to that of the other putative Settlement Class Members. All Settlement Class Members entrusted Defendant with their PII, had that PII accessed by third parties in the Data Breach, and were subsequently harmed as a result. Mann Decl. ¶ 39. Consequently, Plaintiffs' claims satisfy the typicality requirement of Rule 23(a)(3).

4. Adequacy of Representation

Plaintiffs must also establish they can "fairly and adequately protect the interests of the class." Ala. R. Civ. P. 23(a)(4). This requirement is satisfied where "the named Plaintiffs have [no] interests antagonistic to those of the rest of the class" and "Plaintiffs' counsel are qualified, experienced and generally able to conduct the proposed litigation." *Cheminova*, 779 So. 2d at 1181 (citing *Appleyard v. Wallace*, 754 F.2d 955, 958 (11th Cir. 1985)).

Courts have readily found that a proposed class representative was adequate where the same actions of defendant resulted in common law claims of the named plaintiffs and members of the class. *See e.g.*, *Family Medicine Pharmacy,* 2016 U.S. Dist. LEXIS 153272, at *14 (finding adequacy was met in consumer class action); *Cotter v. Checkers Drive-In Restaurants, Inc.,* No. 8:19-cv-1386, 2021 U.S. Dist. LEXIS 160592, at *18 (M.D. Fla. Aug. 25, 2021); *In re Citrix Data Breach Litig*., No. 19-cv-61350, 2021 U.S. Dist. LEXIS 112272, at *5-6 (S.D. Fla. June 10, 2021). Here, Plaintiffs' interests are entirely representative of and consistent with the interests of the proposed Settlement Class—all have allegedly had their PII accessed without authorization, and their pursuit of this Litigation has demonstrated that they have been, and will remain, zealous advocates for the Settlement Class. Mann Decl. ¶ 40. Thus, Plaintiffs have the same interests as the Settlement Class, with the primary interest of obtaining relief from Defendant for claimed common law violations related to the Data Breach. *Id.*

Similarly, Proposed Class Counsel have regularly engaged in major complex litigation and have extensive experience in consumer class actions, including data privacy class actions like this matter. Mann Decl. ¶¶ 7, 42. Proposed Class Counsel and their firms have recently been appointed as class counsel in several complex consumer class actions, including class action settlements involving other data breaches. *See* Mann Decl. ¶¶ 5, 7. Accordingly, Proposed Class Counsel will adequately represent the Settlement Class, satisfying Rule 23(a)(4).

5. Predominance and Superiority

Plaintiffs must also show the proposed Settlement Class meets one of the requirements of Rule 23(b). Plaintiffs seek certification of the proposed Settlement Class pursuant to Ala. R. Civ. P. 23(b)(3), which requires that common questions of law or fact predominate over individual questions, and that a class action is superior to other available methods of adjudication. Ala. R. Civ. P. 23(b)(2) and (3); *Cheminova*, 779 So. 2d at 1181.

Here, as other courts have found when looking at similar cases brought under Alabama common and state law, the common issues identified above outweigh any individualized issues in the litigation. *See e.g.*, *Family Medicine Pharmacy,* 2016 U.S. Dist. LEXIS 153272, at *19 ("find[ing] that issues affecting the settlement class members predominate over any issues that may affect individual member"); *Cotter,* 2021 U.S. Dist. LEXIS 160592, at *18; *In re Citrix Data Breach Litig.*, 2021 U.S. Dist. LEXIS 112272, at *5-6; *Wyeth, Inc. v. Blue Cross & Blue Shield of Alabama*, 42 So. 3d 1216, 1221-22 (Ala. 2010). *Nat'l Sec. Fire & Cas. Co. v. DeWitt*, 85 So. 3d 355, 370, 2011 Ala. LEXIS 196, at *37, 2011 WL 5607802 (Ala. 2011). Here, all the proposed Settlement Class Members had their PII potentially accessed without authorization. The duties owed by Defendant are common across the entire Settlement Class, and whether Defendant breached those duties is a common question across all Settlement Class Members. Accordingly, there are no individualized issues that may predominate.

Further, a class action is superior to Settlement Class Members bringing individual actions because otherwise, many members of the Settlement Class would remain unaware of their legal claims against Defendant, and most would find the cost of litigating their claims to be prohibitive. Mann Decl. ¶ 46. It is thus unlikely that individuals would invest the time and expense necessary to seek relief through individual litigation. *Id.* In addition, as stated by the United States Supreme Court, a class action is the superior method of resolving large scale claims if it will "achieve

economies of time, effort, and expense, and promote . . . uniformity of decision as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results." *Amchem,* 521 U.S. at 615. Here, because all Settlement Class Members' claims involve the same course of conduct by Defendant and are subject to resolution based on the determination of the same common legal and factual issues, it would also be most efficient for their claims to be adjudicated on a class basis. Nor is there any concern regarding the "difficulties in managing a class action" since "[t]he proposed settlement negates any potential problems for managing a class action." *Family Medicine Pharmacy*, 2016 U.S. Dist. LEXIS 153272, at *18 (citing *Amchem*, 521 U.S. at 620) ("Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems.").

Because the proposed Settlement Class satisfies all of the requirements under Rule 23(a) and (b)(3), Plaintiffs respectfully request the Court grant preliminary class certification of the Settlement Class.

B. <u>The Proposed Notice Program Satisfies Rule 23(c)(2) and (e).</u>

Under Rule 23(c)(2), where, as here, a class is certified pursuant to Rule 23(b)(3), the Court is directed to provide Settlement Class Members who "can be identified through reasonable effort" notice advising as follows:

> (A) the court will exclude the member from the class if the member so requests by a specified date; (B) the judgment, whether favorable or not, will include all members who do not require exclusion and (C) any member who does not request exclusion may, if the member desires, enter an appearance through counsel.

Rule 23(e) further specifies, "notice of [any] proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs." Ala. R. Civ. P. 23(e). In accordance with Rule 23(c)(2) and 23(e), the Settling Parties request that this Court appoint EAG

as the Claims Administrator and direct that Notice be provided to Class Members in accordance with the Settlement Agreement's Notice Program. *See* S.A. ¶ 3.2.

The proposed Notice Program in this case satisfies the requirements of Rule 23(c)(2) and 23(e). As set forth in detail, *supra*, the settlement contemplates a Notice Program designed to reach as many potential Settlement Class Members as possible. Mann Decl. ¶ 28. First, as noted above, Short Form Notice with an attached "tear off" claim form with prepaid postage for those who wish to make claims that do not require documentation, will be sent via U.S. Mail to all Settlement Class Members for whom an address is provided by Defendant. S.A. ¶ 3.2.1. To the extent any Settlement Class Members do not receive direct Short Form Notice, the settlement also provides that the Claims Administrator will send an email, where possible, to all Settlement Class Members for whom an email address is provided by Defendant. *Id.* In addition, the Claims Administrator will establish a settlement website and update the settlement website throughout the Claims Deadline, with the forms of Short Form Notice, Long Form Notice, and Claim Form, as well as the Settlement Agreement and other important documents and information for the Litigation. *Id.* The proposed Claim Form, Short Form Notice, and Long Form Notice are attached as Exhibits A, B, and C to the Settlement Agreement. These Notices all provide Settlement Class Members information including a description of the Settlement Class; a description of the proposed settlement; the procedures and deadlines for filing objections or seeking exclusion from the Settlement; the consequences of opting out or remaining in the Settlement Class; that Proposed Class Counsel will apply for an award of attorneys' fees, costs, and service awards for Representative Plaintiffs; and how to obtain additional information about the Litigation. S.A. Exs. A-C.

The proposed Notice Program is adequate and satisfies Rule 23(c)(2) and (e), and should be approved by the Court. Accordingly, Plaintiffs request that pursuant to Rule 23(c)(2) and 23(e), the Court directs Notice to be provided in the manner set forth in the proposed Notice Program.

C. <u>The Proposed Settlement Is Fair, Reasonable, and Adequate.</u>

In addition to evaluating whether a proposed settlement class meets the requirements for class certification, any settlement agreement purporting to resolve a class action must also obtain "approval of the court." Ala. R. Civ. P. 23(e). At the preliminary approval stage, the "Court must first 'make a preliminary evaluation of the fairness of the settlement before directing that notice be given to the settlement class." *Family Med. Pharm.*, 2016 U.S. Dist. LEXIS 153272 at *19 (citing *Smith v. William Wrigley Jr. Co.*, 2010 U.S. Dist. LEXIS 67832 (S.D. Fla. 2010)). Critically, preliminary approval should be "granted unless a proposed settlement is obviously deficient." *Id*. In determining whether a settlement should be preliminary approved, courts evaluate whether the settlement is "fair, reasonable, and adequate." *See Faught v. Am. Home Shield Corp*., 668 F.3d 1233, 1240 (11th Cir. 2011) (citing *Holmes v. Cont'l Can Co*., 706 F.2d 1144, 1147 (11th Cir. 1983)). The factors used to determine whether a settlement is "fair, reasonable, and adequate" are as follows:

> (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which the settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration of the litigation; (5) the substance and amount of opposition to the settlement; (6) the stage of the proceedings at which the settlement was achieved; and (7) the financial ability of the defendant to withstand a greater judgment.

Adams v. Robertson, 676 So. 2d 1265, 1273 (Ala. 1995). Even a preliminary application of these factors demonstrates the proposed settlement is fair, reasonable, and adequate here.

1. The Likelihood of Success at Trial

While Plaintiffs strongly believe they have a very good likelihood of prevailing on their claims, they are also aware that Defendant has denied their material allegations and asserted several legal defenses, any of which, if successful, would result in the Plaintiffs and the proposed Settlement Class receiving no payment whatsoever. Mann Decl. ¶ 43. Due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases like this one generally face substantial hurdles—even just to make it past the pleading stage. Accordingly, there is significant risk that either Plaintiffs' individual claims will not survive, or else that Plaintiffs will ultimately be unsuccessful in certifying a class of individuals who would be entitled to any award following trial. Through the Settlement, Plaintiff and Settlement Class Members gain significant benefits without facing further risk of not receiving any relief at all.

2. The settlement is within the range of possible recovery at trial and is fair, reasonable, and adequate.

The second and third factors are often considered together. With respect to factors two and three, the proposed Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of Settlement Class Members. Upon submission of a valid Claim Form and approval of the Settlement Claim, Settlement Class Members will be provided: (i) reimbursement of Ordinary Out-of-Pocket Losses up to $1,000.00; (ii) reimbursement for Extraordinary Losses up to $5,000.00; (iii) lost time up to 10 hours at a rate of $40.00 per hour, subject to the $5,000.00 Extraordinary Losses cap; (iv) three years of triple bureau Credit Monitoring Services; and (v) Residual Cash Payment estimated to be $100.00, but up to $550.00 per person. S.A. ¶¶ 2.2-2.7. This is an excellent result in light of the defenses that could have been raised by Defendant in the absence of this settlement. Accordingly, the proposed settlement, which creates a non-reversionary $950,000.00 Settlement Fund where each Settlement Class Member can submit a Settlement Claim, is fair, reasonable, and adequate.

3. The complexity, expense, and duration of the Litigation.

With respect to factor four, in the absence of settlement, it is certain that the expense, duration, and complexity of the protracted litigation that would result would be substantial. Mann Decl. ¶ 45. As discussed above, data breach litigation is difficult and complex, and the rapid evolution of case law makes outcomes uncertain. Continued litigation would also increase the burden on the court, without any guaranteed benefit to Plaintiffs or Settlement Class Members. The Settling Parties would have to undergo significant motion practice and discovery before any trial on the merits could even be contemplated. *Id.* Further, given the complexity of the issues and the amount in controversy, the defeated Party would likely appeal both any decision on the merits (at summary judgment and/or trial), as well as any decision on class certification. *Id.* The Settling Parties would each be required to retain experts. *Id.* As such, the immediate and considerable relief provided to the Settlement Class under the Settlement Agreement weighs heavily in favor of its approval compared to the inherent risk and delay of continued Litigation, trial, and appeal. *Id.*

4. There has been little to no opposition to the Settlement.

Addressing factor five, given the strength of this settlement and the significant amount of settlement benefits made available for Settlement Class Members to claim, Plaintiffs expect little or no opposition to the settlement by the Settlement Class. *Id.* ¶ 47. While it is difficult to ascertain the reaction of the Settlement Class to the settlement prior to Notice being disseminated, Plaintiffs themselves have approved of the settlement and believe that it is a fair and reasonable settlement considering the defenses raised by Defendant and the potential risks involved with continued Litigation. *Id.*

5. Plaintiffs had sufficient information to evaluate the merits and negotiate a fair, adequate, and reasonable settlement.

This Litigation, though settled at an early stage, has been thoroughly investigated by counsel experienced in data breach litigation and, is the result of adversarial arms' length negotiations. Mann Decl., ¶¶ 14, 20. Proposed Class Counsel's experience and investigation, combined with confirmatory discovery, put Plaintiffs in a position to proficiently evaluate the case and negotiate a settlement that is fair, reasonable, adequate, and worthy of final approval. In addition, the Settlement Agreement was negotiated at arm's length in an adversarial setting between counsel who are experienced in all aspects of class action litigation. As such, this factor weighs in favor of approval.

6. Defendants' ability to withstand a greater judgment.

Finally, as to the seventh factor, the ability for Defendant to withstand a greater judgment is not at issue here. Furthermore, Defendant's ability to pay if Plaintiffs were to succeed at trial is not guaranteed, whereas the $950,000.00 Settlement Fund will be guaranteed pending Court approval. Thus, the seventh factor is neutral.

III. CONCLUSION

In conclusion, the settlement is fair, reasonable, and adequate considering, among other things (1) the relief available to Plaintiffs and Class Members; (2) the attendant risks and uncertainty of litigation, as well as the difficulties and delays inherent in litigation; and (3) the desirability of resolving the case promptly to provide effective relief to Plaintiffs and the Settlement Class.

For the foregoing reasons, and on terms set forth more fully in the proposed Preliminary Approval Order, Plaintiffs respectfully request that this Court issue an order as follows:

(1) granting Preliminary Approval of the proposed Settlement Agreement;

(2) conditionally certifying the Settlement Class;

(3) appointing Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley, & Mann P.C., James M. Terrell of Methvin, Terrell, Yancey, Stephens & Miller, P.C., and Patrick A. Barthle II of Morgan & Morgan as Proposed Class Counsel;

(4) approving the proposed Notice Program and directing that it be implemented; and

(5) appointing Eisner Advisory Group LLC ("EAG") to serve as the Claims Administrator;

(6) appointing Plaintiffs as Representative Plaintiffs; and

(7) granting such further relief as the Court deems reasonable and just.

The Settling Parties propose the following schedule leading to the hearing on Final Approval of the settlement:

1. **Website Notice Posted by Claims Administrator**: created and launched within 30 days of the date of entry of the Order granting Preliminary Approval;

2. **Class Notice Date**: the Claims Administrator shall begin Notice and shall complete all other forms of notice no later than 30 days after the date of entry of the Order granting Preliminary Approval;

3. **Claims Deadline**: Claim forms must be postmarked or electronically submitted to the Claims Administrator within 90 days after the Class Notice Date;

4. **Deadline for Opt-Outs / Objections**: Class Members must submit their Objections or Requests for Exclusion, pursuant to the terms and conditions of the Agreement and Preliminary Approval Order, within 60 days after the Class Notice Date;

6. **Submission of Papers in Support of Attorneys' Fees and Expenses**: must be filed no later than 14 days prior to the objection/exclusion deadline;

7. **Submission of Papers in Support of Final Approval of Settlement and in Response to any Objections**: must be filed no later than 14 days prior to the Final Fairness Hearing; and,

8. **Final Fairness Hearing**: will occur approximately 120 days after the date of entry of the Order granting Preliminary Approval, or such other date as ordered by the Court.

Dated: July 8, 2026

Respectfully submitted,

By: */s/ Jon Mann*

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Proposed Class Counsel

CERTIFICATE OF SERVICE

I hereby certify that on July 8, 2026, I filed the foregoing with the Clerk of the Court using the Court's Alafile system, which will send notice to all counsel of record.

/s/ Jon Mann
Of Counsel

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63-CV-2025-900067.00
CIRCUIT COURT OF
TUSCALOOSA COUNTY, ALABAMA
MAGARIA HAMNER BOBO, CLERK

EXHIBIT 1

IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA

EARNESTINE RYAN, DOROTHY BENSON, MICHAEL HARRISON, ALLAN CARSON, ARTHUR HUGHES, CRYSTAL HARGRAVE, KRISTI FEYJES, JASON DUNCAN, FELICIA PATRICK, and ANJESSICA CALDWELL, individually and on behalf of all others similarly situated,	)	
	)	**Case No. 63-CV-2025-900067**
Plaintiffs,	)	
v.	)	
PECO FOODS INC.,	)	
Defendant.	)	

SETTLEMENT AGREEMENT

This Settlement Agreement, dated April 23, 2026, is made and entered into by and among: (1) Plaintiffs Earnestine Ryan, Dorothy Benson, Michael Harrison, Allan Carson, Arthur Hughes, Crystal Hargrave, Jason Duncan, Felicia Patrick, and Anjessica Caldwell ("Plaintiffs" or "Representative Plaintiffs"), individually and on behalf of the Settlement Class Members (as defined below); and (2) Defendant Peco Foods Inc. ("Defendant" or "Peco") (collectively, the "Parties").

I. BACKGROUND

1. Defendant is now the 7th largest poultry producer in the United States.

2. On or before December 4, 2023, Defendant learned of a data breach on its network that occurred on or around December 4, 2023 (the "Data Breach"). Defendant determined that, during the Data Breach, an unknown actor accessed the Personal Identifiable Information ("PII") of Plaintiffs and Settlement Class Members.

3. After Peco provided notice of the Data Breach in or around July 2024, Plaintiffs Ryan and Benson filed a putative Class Action Complaint in the Circuit Court of Tuscaloosa County, Alabama on January 23, 2025.

4. After Peco provided notice of the Data Breach in or around July 2024, Plaintiffs Harrison, Carson, Hughes, Hargrave, Duncan, Patrick, and Caldwell filed putative Class Action Complaints in the United States District Court for the Northern District of Alabama, and filed a Consolidated Complaint on October 18, 2024.

5. On September 3, 2025, the parties participated in a full-day mediation facilitated by an experienced mediator, Jill Sperber. After a full day of negotiations, the parties reached an agreement in principle, the terms of which were later finalized in this Settlement Agreement and the attached exhibits.

6. On September 5, 2025, Plaintiffs Harrison, Carson, Hughes, Hargrave, Duncan, Patrick, and Caldwell voluntarily dismissed their claims in the United States District Court for the Northern District of Alabama so they could join in the action Plaintiffs Ryan and Benson filed in the Circuit Court of Tuscaloosa County, Alabama.

7. On September 5, 2025, Plaintiffs filed their First Amended Class Action Complaint ("Complaint"), bringing claims against Peco for negligence, negligence *per se*, and unjust enrichment.

8. Pursuant to the terms set out below, this Settlement Agreement provides for the full and final resolution, discharge and settlement of all claims and causes of action asserted, or that could have been asserted, against Peco and the Released Persons (as defined below) arising out of or relating to the Data Breach, by and on behalf of the Representative Plaintiffs and Settlement Class Members (as defined below) and any other such actions by and on behalf of any

other persons in the United States relating to the Data Breach. The settlement contemplated by this Settlement Agreement is subject to preliminary and final approval by the Court.

II. REPRESENTATIVE PLAINTIFFS' CLAIMS AND BENEFITS OF SETTLING

Representative Plaintiffs believe the claims asserted in the Litigation (as defined below), as set forth in the Complaint, have merit. Representative Plaintiffs, and their counsel who are proposed as Class Counsel ("Proposed Class Counsel"), recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the litigation against Peco through motion practice, trial, and potential appeals. They have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are experienced in class action litigation and are very knowledgeable regarding the relevant claims, remedies, and issues generally in such litigation and in the data privacy and security issues specific to this Litigation. They have determined that the settlement set forth in this Settlement Agreement, which provides compensation for those individuals who are alleged to have suffered the consequences of the Data Breach, is fair, reasonable, and adequate, and in the best interest of Representative Plaintiffs and the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Peco denies all the material contentions and claims alleged against it in the Litigation, and all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Peco specifically denies that Representative Plaintiffs and the Settlement Class Members are entitled to any relief from Peco. Peco further asserts that neither the Representative Plaintiffs nor the Settlement Class Members have suffered harm and that the complications of managing a potential trial in this matter among other reasons would preclude class certification in the absence of

settlement. Nonetheless, without making any admission of wrongdoing whatsoever, Peco has concluded that further conduct of 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. Peco has also considered the uncertainty and risks inherent in any litigation. Peco 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. SETTLEMENT TERMS

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is hereby agreed by and among Representative Plaintiffs, individually and on behalf of the Settlement Class Members, and Peco that, subject to the approval of the Court, the Litigation be forever resolved, settled, compromised, and dismissed with prejudice on the following terms and conditions:

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. "Approved Claims" means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.

1.3. "Claims Administration" means the notice provided to Settlement Class Members, along with the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

1.4. "Claims Administrator" means Eisner Advisory Group LLC ("EAG"), a company experienced in administering class action settlements and claims generally and specifically those of the type provided for and made in data breach litigation, subject to approval by the Court.

1.5. "Claims Deadline" means the postmark deadline for valid claims pursuant to ¶ 2.7.2 which shall be 90 days after the Class Notice Date.

1.6. "Claim Form" means the form that the Settlement Class Members must complete and submit on or before the Claims Deadline in order to be eligible for the benefits described herein. The Claim Form shall require a sworn signature or electronic verification under penalty of perjury but shall not require a notarization. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.7. "Class Notice Date" means thirty (30) days after entry by the Court of the Preliminary Approval Order.

1.8. "Court" means the Circuit Court of Tuscaloosa County, Alabama.

1.9. "Data Breach" means the data breach that Peco announced in or around July 2024, during which an unknown actor accessed the PII of Plaintiffs and Settlement Class Members.

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

1.11. "Effective Date" means the first date by which all of the events and conditions specified in ¶ 1.13 and ¶ 9.1 herein have occurred and been met.

1.12. "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 attorney's 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.

1.13. "Judgment" means a Final Approval Order and Judgment rendered by the Court and in a form substantially similar to the one attached hereto as **Exhibit E**.

1.14. "Litigation" means *Ryan, et al. v. Peco Foods Inc.*, Case No. 63-CV-2025-900067.00, pending in the Circuit Court of Tuscaloosa County, Alabama.

1.15. "Notice" means the written notice to be sent to or made available to the Settlement Class Members pursuant to the Preliminary Approval Order, including the Short Form Notice and the Long Form Notice.

1.16. "Notice and Administration Costs " means all actual costs associated with or arising from Claims Administration, including the costs of Notice.

1.17. "Notice Program" means the Claim notice program as explained in ¶ 3.2 herein.

1.18. "Objection Date" means the date by which objections to the settlement from Settlement Class Members must be filed with the Clerk of Court in order to be effective and timely and shall be sixty (60) days from the Class Notice Date.

1.19. "Opt-Out Date" means the date by which requests for exclusion from settlement must be postmarked in order to be effective and timely and shall be sixty (60) days after the Class Notice Date.

1.20. "Preliminary Approval Order" means the proposed order preliminarily approving the settlement and directing mailed (and, where possible, emailed) notice to the Settlement Class

of the pendency of the Litigation and of the settlement. The Preliminary Approval Order template is attached as **Exhibit D** to this Settlement Agreement.

1.21. "Proposed Class Counsel" means James M. Terrell, Jonathan S. Mann, and Patrick A. Barthle II.

1.22. "Related Entities" means Peco's past or present parent companies, subsidiaries, divisions, related or affiliated individuals and entities, divisions, successors, predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint ventures, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnities, insurers, and reinsurers, past, present, and future, and all persons acting under, by or though, or in concert with any of them, other than any individual 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 Breach or who pleads nolo contendere to any such charge.

1.23. "Released Claims" shall collectively mean any and all injuries, losses, damages, costs, expenses, compensation, claims, suits, rights, rights of set-off and recoupment, demands, actions, obligations, causes of action, and liabilities of any and every kind, nature, type, description, or character, whether known or unknown, contingent or vested, in law or in equity, based on direct or vicarious liability, and regardless of legal theory, of Representative Plaintiffs or any Settlement Class Member that were or could have been asserted (whether individually or on a class-wide basis) based on, relating to, concerning or arising out of the Data Breach, alleged unauthorized access, theft, or misuse of Peco's employees' or other individuals' PII, or the

allegations, facts, or circumstances related to the Data Breach as described in the Litigation including, without limitation, any causes of action for or under: state consumer protection statutes, including that of New York; the California Customer Records Act; the CCPA; the California Unfair Competition Law; the California Consumer Legal Remedies Act; the Confidentiality of Medical Information Act; the New York General Business Law; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; any federal, state or local statutory or regulatory claims, including but not limited to, California's Consumer Privacy Act, the consumer protection laws and unfair and deceptive trade practice laws or other common laws or statues of all fifty (50) states, U.S. territories, and the United States; and further including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorney's fees and litigation costs, expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by Representative Plaintiffs or any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Breach, alleged theft or misuse of Peco's employees' or other individuals' PII or the allegations, facts, or circumstances related to the Data Breach. Released Claims shall include Unknown Claims as defined in ¶ 1.30. Released Claims shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class. The Released Claims shall be accorded the broadest preclusive scope and effect permitted by law against the

Settlement Class Members and this definition of Released Claim is a material term of this Settlement Agreement.

1.24. "Released Persons" means Peco, the Related Entities and each of their past or present parent companies, subsidiaries, divisions, related or affiliated individuals and entities, divisions, successors, predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint venturers, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnities, insurers, and reinsurers, past, present, and future, and all persons acting under, by or though, or in concert with any of them.

1.25. "Representative Plaintiffs" means Plaintiffs Earnestine Ryan, Dorothy Benson, Michael Harrison, Allan Carson, Arthur Hughes, Crystal Hargrave, Jason Duncan, Felicia Patrick, and Anjessica Caldwell.

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

1.27. "Settlement Class" means all individual U.S. residents whose PII was accessed and/or acquired in the Data Breach that is the subject of the Notice of Data Breach that Defendant sent to Plaintiffs and Settlement Class Members on or around July 24, 2024. Excluded from the Settlement Class are: (1) the Judge presiding over the Litigation, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members and shareholders of Peco; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded

persons; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Breach or who pleads nolo contendere to any such charge. Peco represents that there are no such individuals known within Settlement Class. Peco represents that the Settlement Class includes 46,442 individuals.

1.28. "Settlement Class Member(s)" means an individual (or individuals) who falls within the definition of the Settlement Class.

1.29. "Settling Parties" means, collectively, Peco and Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.30. "Unknown Claims" means any of the Released Claims that any Settlement Class Member, including any Representative Plaintiffs, does not know or suspect to exist as of the date of the entry of the Preliminary Approval Order that, if known by any of them, might have affected their settlement with, and release of, the Released Persons, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §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.

Settlement Class Members, including Representative Plaintiffs, and any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

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

2. <u>Settlement Benefits</u>

2.1. <u>Settlement Fund.</u> Within thirty (30) days of an order granting preliminary approval of the settlement, Peco will fund a non-reversionary cash settlement fund in the amount of $950,000.00 for the benefit of Settlement Class Members (the "Settlement Fund"). As set forth below, the Settlement Fund will be used to pay for: (1) Credit Monitoring Services, (2) reimbursement for Ordinary Out-of-Pocket Losses; (3) reimbursement for Extraordinary Losses and Attested Time; (4) Residual Cash Payments; (5) Notice and Administration Costs; (6) service award payments approved by the Court; and (7) attorneys' fees and expenses awarded by the Court.

2.2. Reimbursement for "Ordinary" Out-of-Pocket Losses. All Settlement Class Members may submit a claim for Ordinary Out-of-Pocket Losses up to $1,000.00 per individual. The Settlement Fund will be used to pay valid and timely submitted claims for each of the following categories:

2.2.1. "Ordinary Out-of-Pocket Losses" are unreimbursed costs, losses, or expenditures incurred by a Settlement Class Member in responding to notice of the Data Breach that were incurred between December 4, 2023, and the Claims Deadline. Ordinary Out-of-Pocket Losses may include, without limitation, the following: (1) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency; (2) other miscellaneous expenses incurred related to any Ordinary Out-of- Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs.

2.2.2. Settlement Class Members who elect to submit a claim for reimbursement of Ordinary Out-of-Pocket Losses must provide to the Claims Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting the unreimbursed cost, loss, or expenditure; and (3) a brief description of the documentation describing the nature of the cost, loss, or expenditure, if the nature of the cost, loss, or expenditure is not apparent from the documentation alone. Documentation supporting Ordinary Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents, such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

2.3. Reimbursement for "Extraordinary" Losses and Attested Time. In addition to submitting a claim for Ordinary Out-of-Pocket Losses, Settlement Class Members who believe they have suffered identity theft, fraud, or other extraordinary losses may submit a claim for Extraordinary Losses and Attested Time up to $5,000.00 per individual.

2.3.1. "Extraordinary Losses" are unreimbursed costs, losses, or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Breach, and are costs, losses, or expenditures that are not reimbursable as Ordinary Out-of-Pocket Losses. Extraordinary Losses may include, without limitation, the unreimbursed costs, losses, or expenditures incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class Member's PII.

2.3.2. Settlement Class Members who elect to submit a claim for reimbursement of Extraordinary Losses must provide to the Claims Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting the unreimbursed cost, loss, or expenditure; and (3) a brief description of the documentation describing the nature of the cost, loss, or expenditure, if the nature of the cost, loss, or expenditure is not apparent from the documentation alone. Documentation supporting Extraordinary Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the unreimbursed cost, loss, or expenditure incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

2.3.3. Extraordinary Losses will be deemed "fairly traceable" if (1) the timing of the unreimbursed cost, loss, or expenditure occurred on or after December 4, 2023; and (2) the PII

used to commit identity theft or fraud consisted of the same type of PII that was provided to Peco prior to the Data Breach.

2.3.4. Settlement Class Members with valid, documented Extraordinary Losses may also submit a claim for up to 10 hours of time spent remedying issues related to the Data Breach at a rate of $40.00 per hour by providing an attestation and a brief description of: (1) the actions taken in response to the Data Breach; and (2) the time associated with each action ("Attested Time"). Reimbursement for Attested Time is included in the total of up to $5,000.00 per person for Extraordinary Losses.

2.4. Settlement Class Members seeking out-of-pocket expense reimbursement must complete and submit either a hard copy or online Claim Form to the Claims Administrator, postmarked or electronically submitted on or before the Claims Deadline. The Claim Form must be verified by the Settlement Class Member with an attestation that the claimant believes that the unreimbursed costs, losses, or expenditures claimed were incurred as a result of the Data Breach.

2.5. Credit Monitoring Services. The Settlement Fund will be used to provide three (3) years of triple bureau credit monitoring ("Credit Monitoring Services"). Settlement Class Members must file a claim form that selects credit monitoring in order to obtain Credit Monitoring Services.

2.6. *Pro Rata* Decrease of Claims for Ordinary Out-of-Pocket Losses and Extraordinary Losses and Attested Time. If the aggregate amount of approved Claims for Ordinary Out-of-Pocket Losses and approved Claims for Extraordinary Losses and Attested Time exceeds the remaining amount of the Settlement Fund after payment of Approved Claims for Credit Monitoring Services, Notice and Administration Costs, service award payments approved by the Court, and attorneys' fees and expenses awarded by the Court, approved Claims for Ordinary Out-

of-Pocket Losses and approved Claims for Extraordinary Losses and Attested Time will be decreased *pro rata* to consume the remaining amount of the Settlement Fund.

2.7. Residual Cash Payment. In addition to, or in the alternative to, making Claims for Ordinary Out-of-Pocket Losses and/or Claims for Extraordinary Losses and Attested Time, Settlement Class Members may elect to receive a cash payment, which may be up to $550.00 on a claims-made basis. All Settlement Class Members with an approved claim will receive the Residual Cash Payment, if funds are available. The amount of the payment will be calculated by dividing the funds remaining in the Settlement Fund after payment of approved Claims for Credit Monitoring Services, approved Claims for Ordinary Out-of-Pocket Losses, approved Claims for Extraordinary Losses and Attested Time, Notice and Administration Costs, service award payments approved by the Court, and attorneys' fees and expenses awarded by the Court by the number of Settlement Class Members with an approved claim, and thus could be less than $550.00. The notice and claim forms will include the $550.00 cap on Residual Cash Payment and may also include Class Counsel's good faith estimate of the likely Residual Cash Payment based on past experiences and anticipated claims rates. Plaintiffs' counsel may select the font, size, and emphasis for the $550.00 cap and good faith estimate on the Residual Cash Payment and their placement within the notice and claim forms, subject to approval from Peco's counsel, which shall not be unreasonably withheld. If any funds remain in the Settlement Fund after payment of Claims for Credit Monitoring Services, Ordinary Out-of-Pocket Losses, Claims for Extraordinary Losses and Attested Time, Notice and Administration Costs, service award payments approved by the Court, attorneys' fees and expenses awarded by the Court, and payment of Claims for Residual Cash Payments, such funds will be disbursed to a *cy pres* recipient, the Alabama Civil Justice Foundation, or such other recipient as directed by the Court

2.8. The Claim Form.

2.8.1. 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 penalty of perjury. Notarization shall not be required. The Settlement Class Member must reasonably attest that the out-of-pocket expenses and charges claimed were both actually incurred and plausibly arose from the Data Breach. Failure to provide supporting attestation and documentation as requested on the Claim Form and required under ¶¶ 2.2 or 2.3 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 ¶ 2.9.

2.8.2. To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline.

2.8.3. 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 this Settlement Agreement.

2.8.4. Settlement Class Members who submit a Claim Form must designate the method for payment of their claim on the Claim Form, which will include the receipt of payment via check by mail, or via PayPal, Zelle, Venmo, or such other electronic payment platform deemed efficient and appropriate by Classs Counsel and the Claims Administrator. Claim Forms failing to clearly make a single designation will receive a check by mail to the last known address on file with the Claims Administrator. In the event an electronic payment platform returns a payment to the Claims Administrator, the Claims Administrator will promptly mail a check to the Settlement Class Member's last known address on file with the Claims Administrator.

2.9. Business Practice Commitments. For a period of three (3) years following the execution of a formal settlement agreement, Peco commits to pay for, implement and continue certain data-security enhancements and business practices. Due to their confidential and sensitive nature, those enhancements and practices are not being publicly disclosed herein but have been shared with Proposed Class Counsel, who agree to maintain the confidentiality of that information.

Nothing in this provision prohibits Peco from changing vendors for the identified business practices so long as a comparable product/service is maintained. Peco agrees to provide a declaration detailing its business practice changes implemented after the Data Breach.

2.10. Dispute Resolution for Claims.

2.10.1. The Claims Administrator will determine whether: (1) the claimant is a Settlement Class Member based on information to be provided to the Claims Administrator by Peco's counsel; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to support the claimant's class membership and the expenses described in ¶¶ 2.2 and 2.3; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed unreimbursed cost, loss, or expenditure as a result of the Data Breach (collectively, "Facially Valid"). The Claims Administrator may, at any time, request from the claimant, via email or U.S. Mail, 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 unreimbursed costs, losses, or expenditures, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

2.10.2. 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. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the 30-day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than six months from the Effective Date. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.10.3. 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 shall reject the claim without any further action.

2.10.4. 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 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 determination.

2.10.5. Within thirty (30) days of the Claims Deadline, the Claims Administrator shall provide the Settling Parties' counsel with a summary of Facially Valid Claims, stating the types of claims, the total approved claim amounts by claim type, and a description of the support provided for claims for reimbursement for Ordinary Out-of-Pocket Losses and/or Extraordinary Losses and Attested Time. Within fifteen (15) days after receiving such summary, one or more of the Settling Parties may object to any claim and instruct the Claims Administrator to withhold approval of said Facially Valid Claim so that the objecting party may seek review of said claim by a third-party Settlement Referee agreed upon by the Parties or appointed by the Court if no such agreement is reached and paid for by the objecting party.

2.11. 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 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.

2.12. Confidentiality of Information Submitted by Settlement Class Members. Information submitted by Settlement Class Members pursuant to this Settlement Agreement shall be deemed confidential and protected as such by the Parties and the Claims Administrator.

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

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall submit this Settlement Agreement to the Court as part of an unopposed motion for preliminary approval of the Settlement Agreement. The motion for preliminary approval shall request entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D** or an order substantially similar, requesting, *inter alia*:

a) conditional certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.11;

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

c) the scheduling of a Final Fairness Hearing and briefing schedule for a Motion For Final Approval and for a Motion for Attorneys' Fees and Expenses and Service Awards;

d) appointment of Proposed Class Counsel as Class Counsel;

e) appointment of Representative Plaintiffs as Class Representatives;

f) approval of a customary form of short notice to be mailed (and, where possible, emailed) to Settlement Class Members with an attached "tear off" claim form with prepaid postage for those who wish to make claims that do not require documentation, *e.g.*, Claims for a Residual Cash Payment or Attested Time ("Short Form Notice"), in a form substantially similar to the one attached hereto as **Exhibit B** and a customary long-form notice ("Long Form 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 this 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 Fairness Hearing;

g) appointment of a Claims Administrator; 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. The Notice Program. Within fourteen (14) days of an order directing class notice, Peco will provide to the Claims Administrator a class list that includes Settlement Class Members' full names and last known addresses as reflected in Peco's records. Notice shall be provided to Settlement Class Members in accordance with the Notice Program set forth below at ¶¶ 3.2.1 – 3.2.4. The Notice Program shall be subject to approval by the Court as meeting constitutional due process requirements. Prior to the Final Fairness Hearing, Proposed Class Counsel and/or the Claims Administrator shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with the Notice Program.

3.2.1. *Short Form Notice*. On or before the Class Notice Date, the Claims Administrator shall mail (and, where possible, email) the Short Form Notice, with an attached "tear off" claim form with prepaid postage for those who wish to make claims that do not require documentation, *e.g.*, Claims for Credit Monitoring Services, Residual Cash Payment and/or Attested Time, substantially in the form of **Exhibit B** hereto. The Claims Administrator shall mail a copy of the Short Form Notice via United States Postal Services ("USPS") first class mail to all Settlement Class Members for whom Peco can ascertain a mailing address from its records with reasonable effort. For any Short Form Notices that are returned undeliverable, the Claims Administrator shall use reasonable efforts to identify updated mailing addresses and resend the Short Form Notice to the extent updated addresses are identified. The Claims Administrator need make only one (1) attempt to resend any Short Form Notices that are returned as undeliverable.

The Claims Administrator shall email a copy of the Short Form Notice to all Settlement Class Members for whom Peco can ascertain an email address from its records with reasonable effort.

3.2.2. *Long Form Notice*. On or before the Class Notice Date, the Claims Administrator shall post the Long Form Notice on the settlement website in the form agreed to by the Parties and approved by the Court.

3.2.3. *Settlement Website*. Prior to the Class Notice Date, the Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the Claims Period, and shall post on the website the Long Form Notice and Claim Form approved by the Court, as well as this Settlement Agreement, the Motion for Final Approval of Class Action Settlement, the Motion for Attorneys' Fees and Expenses and Service Awards, the Preliminary Approval Order, and the Final Approval Order and Judgment. The URL of the settlement website shall be agreed upon by Class Counsel and Peco. The settlement website shall remain operational until at least five (5) business days after the last payment or credit under this settlement is terminated.

3.2.4. *Toll-Free Help Line*. From the Class Notice Date and thereafter until at least five (5) Business Days after the last payment under this settlement is made or the settlement is terminated, the Claims Administrator shall establish and maintain a toll-free help line for Settlement Class Members to call with settlement-related inquiries, with the option to leave a message and request a call back, with such calls being returned within three (3) business days, and answering the questions of Settlement Class Members, to the extent possible, who call with or otherwise communicate such inquiries. The Claims Administrator also will provide copies of the forms of the Long Form Notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.

3.3. The Long Form Notice, Short Form Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties as may be reasonable and not inconsistent with such approval.

3.4. The Notice Program shall commence by the Class Notice Date and shall be completed within sixty (60) days after entry of the Preliminary Approval Order.

3.5. Proposed Class Counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

4. <u>Opt-Out Procedures</u>

4.1. Each individual wishing to exclude themselves from 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. Individuals wishing to opt out of the Settlement Class 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 an individual's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked by the Opt-Out Date. All opt-out requests sent to anyone other than the Claims Administrator, including requests previously sent to Proposed Class Counsel and/or Peco's counsel, are ineffectual and shall be deemed null and void.

4.2. All individuals 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 individuals 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. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and Peco's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List"). No later than 10 days prior to the Final Fairness Hearing, Class Counsel shall file this Opt-Out List with the Court for purposes of being attached to the Judgment to be entered upon final approval.

5. <u>Objection Procedures</u>

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 name or caption of this Litigation; (ii) the objector's full name, address, telephone number, and e-mail address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (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; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a statement identifying all class action settlements objected to by the objector in the previous 5 years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any. To be timely, written notice of an objection in the appropriate form must be filed with the Court no later than the Objection Date. Objections must also be served concurrently with their filing upon Proposed Class Counsel and counsel for Peco either via the Court's electronic filing system (if filed electronically) or via U.S. mail at the addresses set forth below for Proposed Class Counsel and Peco's counsel in the signature blocks at the end of this Agreement.

5.2. Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall 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 Alabama Rules of Appellate Procedure and not through a collateral attack.

5.3. The Parties will have the same right to seek discovery from any objecting Settlement Class Member as they would if the objector was a party in the Litigation, including the right to take the objector's deposition. Such discovery will be conducted on an expedited basis, and the objecting Settlement Class Member is required to respond to any written discovery within fourteen (14) days and must appear for deposition within fourteen (14) days after a deposition is noticed.

6. <u>Release</u>

6.1. Upon the Effective Date, each Settlement Class Member, including Representative Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged Peco, the Related Entities and the Released Persons from all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiffs, shall, either directly, indirectly, representatively, on their own behalf or on behalf of any class or other person or entity, 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, regulatory action, arbitration, or court or other proceeding in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim is asserted.

7. Proposed Class Counsel's Attorneys' Fees and Expenses; Service Awards to Representative Plaintiffs

7.1. The Settling Parties did not discuss the payment of attorneys' fees and litigation expenses and/or a service awards to Representative Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon, other than that the Settlement Fund would be used to pay reasonable attorneys' fees and litigation expenses and service awards to Representative Plaintiffs as may be agreed to by Peco and Proposed Class Counsel and/or as ordered by the Court, or, in the event of no agreement, then as ordered by the Court. Peco and Proposed Class Counsel have agreed to the following:

7.2. Peco will not object to or appeal an award of attorneys' fees to Proposed Class Counsel that does not exceed one-third (1/3) of the Settlement Fund plus reimbursement of Proposed Class Counsel's reasonable litigation costs and expenses, subject to Court approval. The Claims Administrator shall, from the Settlement Fund, pay any attorneys' fee and expenses award approved by the Court.

7.3. Peco will not object to or appeal a service award to each Representative Plaintiff that does not exceed $2,500. The Claims Administrator shall, from the Settlement Fund, pay any service awards approved by the Court.

7.4. The Claims Administrator shall, from the Settlement Fund, pay the Court-approved amount of attorneys' fees and expenses to Proposed Class Counsel and the Court-approved service awards to Representative Plaintiffs within seven (7) days after the Effective Date. Any dispute concerning the allocation of such attorneys' fees and expenses awarded by the Court as amongst

any Plaintiff's counsel shall be decided by Proposed Class Counsel in their sole discretion. Proposed Class Counsel shall provide payment instructions and completed W-9 Forms prior to the deadline for these payments and the Claims Administrator shall issue IRS Forms 1099-MISC to Representative Plaintiffs solely for the amount awarded by the Court for the Representative Plaintiffs' service awards. Neither Class Counsel nor counsel for Peco intend anything contained herein to constitute legal advice concerning the tax consequences of any amount paid hereunder nor shall it be relied on as such.

7.5. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court), Peco shall have no obligation to pay attorneys' fees and litigation costs or 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 and expenses and service awards 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 and expenses and/or any service awards ordered by the Court to Proposed Class Counsel or Representative Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. <u>Administration of Claims</u>

8.1. The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. Proposed Class Counsel and Peco's counsel shall be given

reports as to both claims and distribution and have the right to review and obtain supporting documentation and challenge any such claim if they believe it to be inaccurate or inadequate. The Claims Administrator's final determination of the validity or invalidity of any claims shall be binding, subject to the dispute resolution process set forth in ¶ 2.9.

8.2. Payments for approved claims shall be sent to the claimants within sixty (60) days of the Effective Date or within thirty (30) days following conclusion of the Dispute Resolution Process set forth in ¶ 2.10, whichever is later. No approved claims shall be paid until after the Effective Date. 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 approved claims, Peco 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 individual shall have any claim against the Claims Administrator, Peco, Proposed Class Counsel, Plaintiffs, and/or Peco's counsel based on distribution of benefits to Settlement Class Members.

8.5. The Parties, Proposed Class Counsel, and Peco's counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Claims Administrator, or any of its respective designees or agents, in connection with the Claims Administration or

otherwise; or (ii) the determination, rejection, administration, calculation or payment of any Claims.

9. <u>Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination</u>

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 Preliminary Approval Order, as required by ¶ 3.1;

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

c) the Judgment has become Final, as defined in ¶ 1.13.

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 ¶ 9.3 unless Proposed Class Counsel and Peco's counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3. 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 as if the Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue) and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party, and (b) the terms and provisions of the Settlement Agreement shall be void and 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, including but not limited to ¶ 9.4, no order of the Court or modification or reversal on appeal of any order reducing

the amount of attorneys' fees and litigation costs or 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, Peco shall be obligated to pay amounts already billed or incurred for costs of Notice and Claims Administration 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.

9.4. This Settlement Agreement may be terminated and/or cancelled by any of the Parties if (i) the Court rejects, materially modifies, materially amends, or changes, or declines to preliminarily approve or finally approve the Settlement Agreement apart from the award of attorneys' fees and expenses; (ii) an appellate court reverses the Preliminary Approval Order and/or Judgment, and the Settlement Agreement is not reinstated and finally approved without material change by the Court on remand; or (iii) the Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the Preliminary Approval Order, the proposed Judgment, the Judgment, or the Settlement Agreement, other than the amount of attorneys' fees and expenses.

10. <u>Miscellaneous Provisions</u>

10.1. The Settling Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement; (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement; (iii) and agree to exercise their commercially reasonable 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, that it reflects a settlement that was reached voluntarily after consultation with competent legal counsel, and that for the purpose of construing or interpreting this Agreement, the Settling Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party. 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 terms 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. If this Agreement does not become effective or is cancelled, withdrawn, or terminated for any reason, the Agreement along with all related communications and documents exchanged in connection with the Agreement and mediation between the Parties shall be deemed a negotiation for settlement purposes only under Alabama Rule of Evidence 408 and will not be admissible in evidence or usable for any purposes

whatsoever in the Litigation or any proceedings between the Parties or in any other action related to the Released Claims or otherwise involving the Parties or any Released Person. 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 terms of this Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest and approved by the Court; provided, however, that after enter of the Preliminary Approval order, the Parties may by written agreement, effect such amendments or modifications of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

10.5. The Settlement Agreement, together with the Exhibits attached hereto, constitute the entire agreement among the Parties hereto, and no representations, warranties or inducements have been made to any Party concerning the Settlement Agreement other than the representations, warranties and covenants contained and memorialized in such document. Except as otherwise provided herein, each party shall bear its own costs. This agreement supersedes all previous agreements made between Plaintiffs and Peco related to the subject matter herein.

10.6. Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by Representative Plaintiffs 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.

10.7. The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the release contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon his or her or its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

10.8. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this Agreement shall refer to calendar days unless otherwise specified.

10.9. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties, through their respective counsel, shall consult with each other in good faith prior to seeking Court intervention.

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

10.11. 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.

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

10.13. 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.

10.14. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the state of Alabama, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the state of Alabama.

10.15. The Final Fairness Hearing shall be scheduled no earlier than 75 days after the Class Notice Date.

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

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

10.18. Cashing a settlement check or accepting a payment (whether paper or electronic) is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks and electronic payments shall be void sixty (60) days after issuance and the checks or emails containing the links to the electronic payments shall bear the language: "This check[/payment] must be cashed[/accepted] within 60 days, after which time it is void." If a check or electronic payment becomes void, the Settlement Class Member shall have until six (6) months 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 the funds shall be disbursed to the *cy pres* recipient, the Alabama Civil Justice Foundation, or such other recipient as directed by the Court. The same provisions shall apply to any re-issued check or electronic payment. For any checks or electronic payments 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 or electronic payments become void.

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

[Signature pages to follow]

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

AGREED TO BY:

/s/ _____
Plaintiff Earnestine Ryan

/s/ _____
Plaintiff Dorothy Benson

/s/ _____
Plaintiff Michael Harrison

/s/ _____
Plaintiff Allan Carson

/s/ _____
Plaintiff Arthur Hughes

/s/ _____
Plaintiff Crystal Hargrave

/s/ _____
Plaintiff Anjessica Caldwell

/s/ _____
Plaintiff Jason Duncan

/s/ _____
Plaintiff Felicia Patrick

/s/ _____, CFO
Defendant Peco Foods, Inc.

By: _____
H. Nellie Fitzpatrick
CIPRIANI & WERNER PC
Three Valley Square, Suite 305
512 East Township Line Road
Blue Bell, Pennsylvania 19422
Tel: (610) 567-0700
E: nfitzpatrick@c-wlaw.com

Attorney for Defendant

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

AGREED TO BY:

/s/ Earnestine Ryan
Plaintiff Earnestine Ryan

/s/
Plaintiff Dorothy Benson

/s/
Plaintiff Michael Harrison

/s/
Plaintiff Allan Carson

/s/
Plaintiff Arthur Hughes

/s/
Plaintiff Crystal Hargrave

/s/
Plaintiff Jason Duncan

/s/
Plaintiff Felicia Patrick

/s/
Plaintiff Anjessica Caldwell

/s/
Defendant Peco Foods, Inc.

By: _____
H. Nellie Fitzpatrick
CIPRIANI & WERNER PC
Three Valley Square, Suite 305
512 East Township Line Road
Blue Bell, Pennsylvania 19422
Tel: (610) 567-0700
E: nfitzpatrick@c-wlaw.com

Attorney for Defendant

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AGREED TO BY:

/s/ _____
Plaintiff Earnestine Ryan

/s/ Dorothy Benson
Plaintiff Dorothy Benson

/s/ _____
Plaintiff Michael Harrison

/s/ _____
Plaintiff Allan Carson

/s/ _____
Plaintiff Arthur Hughes

/s/ _____
Plaintiff Crystal Hargrave

/s/ _____
Plaintiff Jason Duncan

/s/ _____
Plaintiff Felicia Patrick

/s/ _____
Plaintiff Anjessica Caldwell

/s/ _____
Defendant Peco Foods, Inc.

By: _____
H. Nellie Fitzpatrick
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Three Valley Square, Suite 305
512 East Township Line Road
Blue Bell, Pennsylvania 19422
Tel: (610) 567-0700
E: nfitzpatrick@c-wlaw.com

Attorney for Defendant

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

AGREED TO BY:

/s/
Plaintiff Earnestine Ryan

/s/
Plaintiff Dorothy Benson

/s/ Michael Harrison (Apr 28, 2026 08:55:07 CDT)
Plaintiff Michael Harrison

/s/ Allan Carson
Allan Carson (May 9, 2026 12:47:18 CDT)
Plaintiff Allan Carson

/s/ Arthur Hughes (Apr 27, 2026 14:08:04 CDT)
Plaintiff Arthur Hughes

/s/ Crystal Hargrave (Apr 28, 2026 15:38:19 CDT)
Plaintiff Crystal Hargrave

/s/
Plaintiff Jason Duncan

/s/
Plaintiff Felicia Patrick

/s/
Plaintiff Anjessica Caldwell

/s/
Defendant Peco Foods, Inc.

By: _____
H. Nellie Fitzpatrick
CIPRIANI & WERNER PC
Three Valley Square, Suite 305
512 East Township Line Road
Blue Bell, Pennsylvania 19422
Tel: (610) 567-0700
E: nfitzpatrick@c-wlaw.com

Attorney for Defendant

Docusign Envelope ID: FE8B3B77-5423-8311-83A9-27628440A66B

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

AGREED TO BY:

/s/
Plaintiff Earnestine Ryan

/s/
Plaintiff Dorothy Benson

/s/
Plaintiff Michael Harrison

/s/
Plaintiff Allan Carson

/s/
Plaintiff Arthur Hughes

/s/
Plaintiff Crystal Hargrave

/s/ Signed by: 102F32B6F8B0494...
Plaintiff Jason Duncan

/s/
Plaintiff Felicia Patrick

/s/
Plaintiff Anjessica Caldwell

/s/
Defendant Peco Foods, Inc.

By: _____
H. Nellie Fitzpatrick
CIPRIANI & WERNER PC
Three Valley Square, Suite 305
512 East Township Line Road
Blue Bell, Pennsylvania 19422
Tel: (610) 567-0700
E: nfitzpatrick@c-wlaw.com

Attorney for Defendant

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

AGREED TO BY:

/s/ _____
Plaintiff Earnestine Ryan

/s/ _____
Plaintiff Dorothy Benson

/s/ _____
Plaintiff Michael Harrison

/s/ _____
Plaintiff Allan Carson

/s/ _____
Plaintiff Arthur Hughes

/s/ _____
Plaintiff Crystal Hargrave

/s/ _____
Plaintiff Jason Duncan

/s/ Felicia Patrick (May 14, 2026 16:55:14 CDT)
Plaintiff Felicia Patrick

/s/ _____
Plaintiff Anjessica Caldwell

/s/ _____
Defendant Peco Foods, Inc.

By: _____
H. Nellie Fitzpatrick
CIPRIANI & WERNER PC
Three Valley Square, Suite 305
512 East Township Line Road
Blue Bell, Pennsylvania 19422
Tel: (610) 567-0700
E: nfitzpatrick@c-wlaw.com

Attorney for Defendant

Docusign Envelope ID: B031A85F-383F-80AF-80ED-04D43E3CDBDC

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

AGREED TO BY:

/s/
Plaintiff Earnestine Ryan

/s/
Plaintiff Dorothy Benson

/s/
Plaintiff Michael Harrison

/s/
Plaintiff Allan Carson

/s/
Plaintiff Arthur Hughes

/s/
Plaintiff Crystal Hargrave

/s/
Plaintiff Jason Duncan

/s/
Plaintiff Felicia Patrick

DocuSigned by:
Anjessica Caldwell
/s/ A610DC14E64C433...
Plaintiff Anjessica Caldwell

/s/
Defendant Peco Foods, Inc.

By: _____
H. Nellie Fitzpatrick
CIPRIANI & WERNER PC
Three Valley Square, Suite 305
512 East Township Line Road
Blue Bell, Pennsylvania 19422
Tel: (610) 567-0700
E: nfitzpatrick@c-wlaw.com

Attorney for Defendant

By: _____

Jonathan S. Mann (MAN057)
PITTMAN, DUTTON, HELLUMS, BRADLEY & MANN, P.C.
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Birmingham, AL 35203
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Patrick A. Barthle II
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201 N. Franklin Street, 7th Floor
Tampa, Florida 33602
Tel: (813) 229-4023
Email: pbarthle@ForThePeople.com

Proposed Class Counsel

EXHIBIT A

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

Ryan, et al., v. Peco Foods Inc.
Case No. 63-CV-2025-900067
Circuit Court of Tuscaloosa County, Alabama

SETTLEMENT CLAIM FORM

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

GENERAL INSTRUCTIONS

Who is eligible to file a Claim? All Class Members may file a Claim. The court has defined the Class as: "all individuals residing in the United States whose PII was compromised in the Data Breach discovered by Peco Foods Inc. in December 2023, including all those individuals who received notice of the breach."

Excluded from the Settlement Class are: (a) the Judge(s) assigned to the Action and their immediate family, and Court staff; (b) officers, directors, members and shareholders of Peco; (c) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; and (d) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity or occurrence of the Data Breach or who pleads nolo contendere to any such charge..

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

AVAILABLE BENEFITS

Peco Food Inc. ("Peco"), will pay for four benefits. You are not limited to one benefit. You may file a Claim for each benefit that you qualify for.

BENEFITS

Credit Monitoring Services. All Class Members are eligible to receive three (3) years of Credit Monitoring Services, and includes the following features:

(1) real time monitoring of the credit file at three bureaus;

(2) dark web scanning with immediate notification of potential unauthorized use;

(3) comprehensive public record monitoring; and

(4) access to fraud resolution agents to help investigate and resolve instances of identity theft.

Ordinary Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Breach, you may file a Claim for reimbursement. The maximum amount of this reimbursement is $1,000.00.

You must provide documentation and an attestation under penalty of perjury related to the Data Breach.

This benefit covers out-of-pocket expenses like:

(1) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency;
(2) other miscellaneous expenses incurred related to any Ordinary Out-of- Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and
(3) credit monitoring or other mitigative costs.

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

Ryan, et al., v. Peco Foods Inc.
Case No. 63-CV-2025-900067
Circuit Court of Tuscaloosa County, Alabama

SETTLEMENT CLAIM FORM

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

Extraordinary Losses and Attested Time. If you incurred actual, documented out-of-pocket losses due to the Data Breach, you may file a Claim for reimbursement. The maximum amount of this reimbursement is $5,000.00.

You must provide documentation and an attestation under penalty of perjury related to the Data Breach.

This benefit covers out-of-pocket expenses like:

(1) the unreimbursed costs, losses, or expenditures incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class Member's PII.

You must submit documentation, such as receipts, to verify the costs you incurred. You may submit "self-prepared" documents to clarify or support other submitted documentation, but self-prepared documents by themselves are not sufficient to file a valid claim.

Settlement Class Members with valid, documented Extraordinary Losses may also submit a claim for up to 10 hours of time spent remedying issues related to the Data Breach at a rate of $40.00 per hour by providing an attestation and a brief description of: (1) the actions taken in response to the Data Breach; and (2) the time associated with each action ("Attested Time"). Reimbursement for Attested Time is included in the total of up to $5,000.00 per person for Extraordinary Losses.

Residual Cash Payment. In addition to, or in the alternative to, making Claims for Ordinary Out-of-Pocket Losses and/or Claims for Extraordinary Losses and Attested Time, Settlement Class Members may elect to receive a cash payment, estimated to be $xxx.xx, but no more than $550.00 on a claims-made basis.

THE EASIEST WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
www.[SettlementWebsite].com

You may also print out and complete this Claim Form, and submit it by U.S. mail to:

Peco Data Settlement
[PO Box Address]

The deadline to submit a Claim Form online or by email is **[Claims Deadline]**. If you are mailing your Claim Form, it must be mailed with a postmark date no later than **[Claims Deadline]**.

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

Ryan, et al., v. Peco Foods Inc.
Case No. 63-CV-2025-900067
Circuit Court of Tuscaloosa County, Alabama

SETTLEMENT CLAIM FORM

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

I. CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name | Last Name

Street Address

City | State | Zip Code

Email Address | Phone Number | Claim ID (if known)

II. CREDIT MONITORING SERVICES

☐ Check this box if you would like to receive three (3) years of triple bureau credit monitoring.

III. ORDINARY OUT-OF-POCKET LOSSES

☐ Check this box if you are claiming reimbursement for **documented** "ordinary" out-of-pocket losses that were incurred as a result of the Data Breach. **You <u>must</u> submit supporting documentation**. You may submit "self-prepared" documents to add clarify or support other submitted documentation, but self-prepared documents by themselves are **not sufficient**.

The maximum amount for this reimbursement is $1,000.00 per Class Member.

Please complete this table, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Overdraft fees	*$40*
TOTAL OUT-OF-POCKET LOSSES:	

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

Ryan, et al., v. Peco Foods Inc.
Case No. 63-CV-2025-900067
Circuit Court of Tuscaloosa County, Alabama

SETTLEMENT CLAIM FORM

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

IV. EXTRAORDINARY LOSSES AND ATTESTED TIME

☐ Check this box if you are claiming reimbursement for **documented** "extraordinary" out-of-pocket losses that were incurred as a result of the Data Breach. **You must submit supporting documentation**. You may submit "self-prepared" documents to add clarify or support other submitted documentation, but self-prepared documents by themselves are **not sufficient**.

The maximum amount for this reimbursement is $5,000.00 per Class Member.

Please complete this table, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Identity Theft Damages	*$250*
TOTAL OUT-OF-POCKET LOSSES:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

☐ Check this box if you are claiming reimbursement for Attested Time spent remedying issues related to the Data Breach. You claim up to 10 hours at a rate of $40 per hour by providing: (1) the actions taken in response to the Data Breach; and (2) the time associated with each action.

Description of action taken	***Hours***
Example: Completing forms to dispute items on credit report	*2*
TOTAL HOURS:	

☐ By checking this box I attest that the hours claimed are true and correct to best of knowledge.

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

Ryan, et al., v. Peco Foods Inc.
Case No. 63-CV-2025-900067
Circuit Court of Tuscaloosa County, Alabama

SETTLEMENT CLAIM FORM

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

V. RESIDUAL CASH PAYMENT

☐ Check this box if you are claiming a residual cash payment. All Settlement Class Member may elect to receive a Residual Cash Payment. Payments will be calculated by dividing the remaining funds, after payment of Credit Monitoring Services, Out-of-Pocket Losses, Settlement Administration Costs, Service Awards, and attorneys' fees and costs approved by the Court. Residual cash payments may be up to $550.00.

VI. ATTESTATION & SIGNATURE

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my Claim is subject to verification and that I may be asked to provide supplemental information by the Claims Administrator before my Claim is considered complete and valid.

_____	_____	_____
Signature	Printed Name	Date

EXHIBIT B

Why am I receiving this notice? A proposed settlement has been reached in a class action lawsuit against Peco Foods Inc. ("Peco" or "Defendant") related to a Data Breach that occurred on or around December 4, 2023 ("Data Breach"), during which unauthorized parties may have accessed personal information. The case is titled Ryan, et al., v. Peco Foods Inc., Case No. 63-CV-2025-900067 (Cir. Ct. Tuscaloosa Cnty., Ala.). Peco denies all allegations and any wrongdoing. The settlement is not an admission of liability.

Am I included? The Settlement Class includes all individual U.S. residents whose PII was accessed and/or acquired in the Data Breach that is the subject of the Notice of Data Breach that Defendant sent to Plaintiffs and Settlement Class Members on or around July 24, 2024

What are the Settlement benefits? You may submit a Claim Form to request: (a) reimbursement for Ordinary Out-of-Pocket Losses up to $1,000 and (b) Reimbursement for Extraordinary Out-of-Pocket Losses and time spent (max 10 hours at $40 per hour) up to $5,000 in total and (c) a Residual Cash Payment and (d) three years of Credit Monitoring Service. Requirements and instructions may be found at www.SettlementWebsite.com.

How do I receive a benefit? To claim a Residual Cash Payment and the Credit Monitoring Services, simply complete the attached Claim Form, tear at perforation, and return by U.S. Mail. Postage is already paid. To submit a Claim for Out-of-Expenses, visit www.SettlementWebsite.com or call 1-XXX-XXX-XXXX. Claims must be submitted online or postmarked by **[DATE].**

What are my other options? If you do not want to be legally bound by the Settlement, you must exclude yourself by **[DATE]** or you will not be able to sue Peco for the claims made in this lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[DATE]**. The Settlement Agreement, available at www.SettlementWebsite.com, explains how to object or exclude yourself.

Has the Court Approved the Settlement? No. The Court will hold a Final Approval Hearing on **[Date], at [Time]**, to determine whether the Settlement is fair, reasonable, and adequate, and to consider Attorneys' Fees and Expenses (including up to $316,666.67 in attorneys' fees and up to $30,000 in expenses) and Service Awards ($2,500 each) to the Settlement Class Representatives. Class Counsel's Motion for Attorneys' Fees and Expenses will be available on the Settlement Website after it is filed with the Court. If there are objections, the Court will consider them. You may attend the hearing at your own cost, but you do not have to.

How do I get more information? This notice is only a summary. For additional information, please visit www.SettlementWebsite.com or call toll-free 1-XXX-XXX-XXX. You may also write to the Claims Administrator at Peco Claims Administrator, P.O. Box XXX, Baton Rouge, LA 70821.

THIS NOTICE IS ONLY A SUMMARY. VISIT WWW.SETTLEMENTWEBSITE.COM FOR COMPLETE INFORMATION.

BRM
(No Postage
Necessary)

Ryan, et al. v. Peco Foods, Inc.
Case No. 63-cv-2025-900067

If You Were Subject to the Peco Foods Inc. Data Breach and Previously Received a Notice Letter Regarding the Data Breach, You Could be Entitled to Benefits from a Class Action Settlement.

This notice is only a summary of the key Settlement terms. A full copy of the Settlement Agreement and Long Form Notice is available on the Settlement Website at www.SettlementWebsite.com or by calling 1-XXX-XXX-XXXX.

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

ELECTRONIC SERVICE REQUESTED

SETTLEMENT CLAIM ID: [claim Id]
[FIRST NAME] [LAST NAME]
[ADDRESS1]
[ADDRESS2]
[CITY] [STATE] [ZIP]

Peco Foods Data Settlement

《First1》 《Last1》
《Addr1》 《Addr2》
《City》, 《St》 《Zip》

*Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than **[DEADLINE]**.*

Only one Claim Form per Class Member.

Claim ID: 《ClaimID》

☐ Check this box if you would like to receive three years of Credit Monitoring and Insurance Services.

☐ Check this box if you would like to receive a Residual Cash Payment estimated to be $xxx, but no more than $550.

☐ Check this box to affirm that the above information is true and correct **(REQUIRED).**

If you wish to make a claim for Ordinary Out-of-Pocket Losses up to $1,000 or Extraordinary Out-of-Pocket Losses up to $5,000, you must either file a Claim online at www.SettlementWebsite.com or print the full Claim Form found on the Settlement Website and submit the Claim via mail. This is because of the need to submit supporting documentation for this Claim.

How would you like to be paid:

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

Your email address or phone number (**REQUIRED**):_____

*Please provide the email address associated with your PayPal, Venmo or Zelle account, or an email address for the Virtual Prepaid card.

You must notify the Claims Administrator if your contact information is different from what is shown above, or of changes after you submit this form.

EXHIBIT C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA, CASE NO. 63-CV-2025-900067

Ryan, et al., v. Peco Foods Inc.
A court has authorized this notice. This is not a solicitation from a lawyer.

If You Were Subject to the Peco Foods Inc. Data Breach and Previously Received a Notice Letter Regarding the Data Breach, You Could be Entitled to Benefits from a Class Action Settlement.

- A $950,000.00 ("Settlement Fund") settlement has been reached in a class action lawsuit against Peco Foods Inc. ("Peco" or "Defendant") related to a Data Breach.

- The lawsuit concerns a Data Breach that occurred on or around December 4, 2023 ("Data Breach") involving Peco in which an unauthorized third-party accessed the Personal Identifiable Information ("PII") of Plaintiffs and Settlement Class Members. Defendant denies any wrongdoing and denies that it has any liability, but it has agreed to settle the lawsuit on a classwide basis.

- To be eligible to make a Claim, you must be an individual U.S. resident whose PII was accessed and/or acquired in the Data Breach that is the subject of the Notice of Data Breach that Defendant sent to Plaintiffs and Settlement Class Members on or around July 24, 2024.

- Settlement Class Members will be eligible to receive a Residual Cash Payment and Credit Monitoring Services and may eligible to claim both "Ordinary" Out-of-Pocket Losses, or "Extraordinary" Losses and Attested Time.

- These benefits are as follows:

  - **Ordinary Out-of-Pocket Losses:** Reimbursement for unreimbursed losses or expenses up to $1,000.00 per person, requiring an attestation and supporting documentation;

  - **Extraordinary Losses and Attested Time:** Reimbursement for unreimbursed losses or expenses up to $5,000.00 per person, requiring an attestation and supporting documentation. Settlement Class Members with valid, documented Extraordinary Losses may also submit a claim for up to 10 hours of time spent remedying issues related to the Data Breach at a rate of $40.00 per hour;

In addition to or in the alternative to

  - **Residual Cash Payment:** All Settlement Class Member may elect to receive a Residual Cash Payment, which may be up to $550. These Cash Payments will be calculated by dividing the remaining funds, after payment of Credit Monitoring Services, Out-of-Pocket Losses, Claims Administration costs, Service Awards, and attorneys' fees and costs approved by the Court, and thus may be less than $550.

  - **Credit Monitoring Services:** A Settlement Class Member may also elect to submit a claim for three years of triple bureau credit monitoring. Settlement Class Members must file a claim form

that selects Credit Monitoring Services to obtain this benefit.

- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	Summary of Legal Rights
Submit a Claim Form By: [Date]	The only way to receive a Residual Cash Payment, Credit Monitoring, Ordinary Out of Pock Losses and Extraordinary Out of Pocket Losses.
Exclude Yourself By Opting-Out of the Class By: [Date]	Receive no benefits. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims if you are a Settlement Class Member.
Object to the Settlement and/or Attend the Final Approval Hearing By: [Date]	You can write to the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing on _____**, 2026** about the fairness of the Settlement, with or without your own attorney.
Do Nothing No Deadline	Receive no benefits. You give up rights if you are a Settlement Class Member.

- Your rights and options as a Settlement Class Member – and the deadlines to exercise your rights – are explained in this notice.
- The Court still will have to decide whether to approve the Settlement. Payments to Class Members will be made if the Court approves the Settlement and after any possible appeals are resolved.

What This Notice Contains

Basic Information 3
Who is in the Settlement 3
The Settlement Class Member Benefits—What You Get if You Qualify 4
How do You Submit a Claim 5
What Does Defendants Get 5
Opting-Out of the Settlement 5
Objecting to the Settlement 6
The Lawyers Representing You 7
The Court's Final Approval Hearing 7
If You Do Nothing 8
Getting More Information 8

BASIC INFORMATION

1. Why is there a notice?

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give "final approval" to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

The Circuit Court of Tuscaloosa County, Alabama, is overseeing this case captioned as *Ryan, et al., v. Peco Foods Inc.,* Case No. 63-CV-2025-900067. The people who brought the lawsuit are called the Plaintiffs. The Plaintiffs are Earnestine Ryan, Dorothy Benson, Michael Harrison, Allan Carson, Arthur Hughes, Crystal Hargrave, Jason Duncan, Felicia Patrick, and Anjessica Caldwell. The entity being sued, Peco Foods Inc., is called the Defendant.

2. What is this lawsuit about?

The lawsuit concerns a Data Breach that occurred on or around December 4, 2023 involving Peco Foods Inc. ("Peco" or "Defendant") in which an unauthorized third-party accessed the Personal Identifiable Information ("PII") of Plaintiffs and Settlement Class Members.

Defendant denies these claims, including denying that it did anything wrong and denying that the Incident caused any harm to any Representative Plaintiffs and the Settlement Class Members whose personal data may have been accessed or acquired in that incident. No court or other judicial entity has made any judgment, finding, or other determination that Defendant has any liability for these claims or did anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who opt-out of the Settlement.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Settlement Class. The Class Representatives appointed to represent the Settlement Class and the attorneys for the Settlement Class ("Class Counsel," see Question 18) think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

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

You are affected by the Settlement and potentially a Settlement Class Member if you reside in the United States and received written notice from the Defendant that your PII may have been compromised in the Data Breach.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically

excluded from the Settlement Class are (1) the Judge presiding over the Litigation, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members and shareholders of Peco; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity or occurrence of the Data Breach or who pleads nolo contendere to any such charge.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-###-###-#### with questions. You may also write with questions to:

Settlement Administrator
address
address
www.----------.com

THE SETTLEMENT CLASS BENEFITS – WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides that Defendants will pay $950,000.00 for the following: (a) Reimbursement for "Ordinary" Out-of-Pocket Losses, which compensates Settlement Class Members up to $1,000.00 for unreimbursed losses; (b) Reimbursement for "Extraordinary" Losses and Attested Time, which compensates Settlement Class Members up to $5,000.00 for unreimbursed losses related to identity theft, fraud, or other extraordinary losses, (c) three years of Credit Monitoring; (d) Residual Cash Payment to all Settlement Class Members who submit a Valid Claim; (e) all Claims Administration costs; (f) any attorneys' fees and cost awarded by the Court to Class Counsel; and (g) any Service Awards awarded by the Court to the Class Representatives.

The Cash Payments will be dispersed after the distribution of attorneys' fees, Class Counsel's litigation costs, Service Awards, Claims Administration costs, and the cost of Credit Monitoring. For purposes of calculating the amount of the increase or decrease to the Cash Payments, the Claims Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring and then for Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

In the unexpected event the value of the Credit Monitoring on its own exhausts the amount of the Net Settlement Fund, the length of the Credit Monitoring provided will be reduced as necessary to bring the cost within the Net Settlement Fund. Payment of (1) attorneys' fees, costs, and expenses (see Question 19) and (2) the costs of notifying the Settlement Class and administering the Settlement will also be paid out of the Settlement Fund.

8. What benefits are available under the Settlement?

Settlement Class Members who submit a valid Claim are eligible to receive:

"Ordinary" Out-of-Pocket Loss Payment: Class Members may be reimbursed for actual,

documented, unreimbursed losses resulting from the Data Breach Incident (up to $1,000.00 in total) that were incurred on or after December 4, 2023. To receive an "Ordinary" Out-of-Pocket Loss Payment, a Class Member must: (i) submit a valid Claim Form electing to receive the "Ordinary" Out-of-Pocket Loss Payment benefit; (ii) provide an attestation, under penalty of perjury, that the claimed loss is actual and unreimbursed; and (iii) provide Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement.

Examples of documented, unreimbursed losses may include:

- any costs incurred from credit monitoring services or ordering copies of your credit report;
- late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees;
- late fees from transactions with third parties that were delayed due to fraud or card replacement;
- unauthorized charges on credit, debit, or other payment cards that were not reimbursed;
- parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card;
- costs incurred obtaining credit freezes;
- 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); and
- postage or gasoline for local travel.

"Extraordinary" Loss and Attested Time Payment: Class Members may be reimbursed for actual, documented, unreimbursed losses resulting from the Data Breach (up to $5,000.00 in total) that were incurred on or after December 4, 2023. To receive an "Extraordinary" Loss payment, a Class Member must: (i) submit a valid Claim Form electing to receive the "Extraordinary" Out-of-Pocket Loss Payment benefit; (ii) provide an attestation, under penalty of perjury, that the claimed loss is actual and unreimbursed; and (iii) provide Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement.

- expenses that are reasonably attributable to the Data Breach that were not reimbursed; and
- any costs incurred from actual, documented and unreimbursed monetary loss due to fraud or identity theft not already covered by one or more of the prior loss categories that the Settlement Class Member made reasonable efforts to avoid or seek reimbursement for, including but not limited to exhaustion of all available credit monitoring assistance and identity theft insurance.

Settlement Class Members with valid, documented Extraordinary Losses may also submit a claim for up to 10 hours of time spent remedying issues related to the Data Breach at a rate of $40.00 per hour by providing an attestation and a brief description of: (1) the actions taken in response to the Data Breach; and (2) the time associated with each action ("Attested Time"). Reimbursement for Attested Time is included in the total of up to $5,000.00 per person for Extraordinary Losses.

Credit Monitoring Services: Class Members may elect to receive (3) three years of triple bureau credit monitoring credit monitoring. Settlement Class Members must file a claim form that selects credit monitoring in order to obtain Credit Monitoring Services.

Residual Cash Payment: In addition to, or in the alternative to, making Claims for Ordinary Out-of-Pocket Losses and/or Claims for Extraordinary Losses and Attested Time, Settlement Class Members may elect to receive a cash payment, which may be up to $550.00 on a claims-made basis.

The amount of the payment will be calculated by dividing the remaining funds, after payment of Credit Monitoring Services, Out-of-Pocket Losses, Claims Administration costs, Service Awards, and attorneys' fees and costs approved by the Court and therefore may be less than $550.00.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

To receive a Settlement Class Member benefit under the Settlement, you must complete and submit a Claim for that benefit ("Claim"). Every Claim must be made on a form ("Claim Form") available at **www.–––––––––.com** or by calling 1-###-###-####. Claim Forms will also be sent to Settlement Class Members as part of the Postcard Notice and tear-off Claim Form that will be mailed, and by email for Settlement Class Members with available email addresses. Read the instructions carefully, complete the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

10. How will Claims be decided?

The Claims Administrator, _____, will decide whether and to what extent any Claim made on each Claim Form is valid. The Claims Administrator may require additional information. If you do not provide the additional information in a timely manner, then the Claim will be considered invalid and will not be paid.

11. When will I get my payment?

The Court will hold a Final Approval Hearing on **_____, 2026 at _____.m. EST** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DOES DEFENDANT GET?

12. What am I giving up as part of the Settlement?

The Defendant gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not opt-out of the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and others ("Released Parties") as to all claims ("Released Claims") arising out of or relating to the Data Breach. This release is described in the Settlement Agreement, which is available at **www–––––.com.** If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer at your own expense.

OPTING-OUT OF THE SETTLEMENT

If you do not want to be part of this Settlement, then you must take steps to opt-out of the Settlement Class. This is sometimes referred to as "opting-out" of the Settlement Class.

13. If I exclude myself, can I get a payment from this Settlement?

No. If you opt-out, you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue Defendant (and any other Released Parties) for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you want to exclude yourself, do not submit a Claim Form to ask for any benefit under the Settlement.

15. How do I Opt-Out of the Settlement?

To opt-out, send a letter that says you want to be excluded, or opt-out, from the Settlement in *Ryan, et al., v. Peco Foods Inc.,* Case No. 63-CV-2025-900067 (Circuit Court of Tuscaloosa County, Alabama). The letter must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the Settlement. You must mail your opt-out request postmarked by **_____, 2026,** to:

Settlement Administrator
Attn: Exclusion Request
address
address

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, you must submit a timely written notice of an objection in the appropriate form. It must be filed with or submitted to the Clerk of the Court, on or before **[Month, Date], 2026.** Objections must also be served concurrently with their filing upon Proposed Class Counsel and counsel for Peco. The address for the Clerk of Court is Circuit Court Clerk of Tuscaloosa County, 714 Greensboro Ave., Tuscaloosa, AL, 35401.

Your objection must be written and must include all of the following: (i) the name or caption of this Litigation; (ii) the objector's full name, address, telephone number, and e-mail address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (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; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a statement identifying all class action settlements objected to by the objector in the previous 5 years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any.

Clerk of the Court	Class Counsel

Tuscaloosa County Circuit Clerk, Circuit Court for Tuscaloosa County, State of Alabama 714 Greensboro Ave. Tuscaloosa, AL 35401	Jonathan S. Mann **PITTMAN, DUTTON, HELLUMS, BRADLEY & MANN, P.C.** 2001 Park Place North, Suite 1100 Birmingham, AL 35203 Telephone: (205) 322-8880 James M. Terrell **METHVIN, TERRELL, YANCEY, STEPHENS & MILLER, P.C.** 2201 Arlington Avenue South Birmingham, AL 35205 Telephone: (205) 939-0199 Patrick A. Barthle II **MORGAN & MORGAN COMPLEX LITIGATION GROUP** 201 n. Franklin Street, 7th Floor Tampa, FL 33602 Telephone: (813) 229-4023
Defendant's Counsel	**Claims Administrator**
H. Nellie Fitzpatrick **CIPRIANI & WERNER P.C.** 450 Sentry Parkway, Suite 200 Blue Bell, PA 19422 Telephone: (610) 567-0700 Joseph R. Duncan Jr. **CLARK, MAY, PRICE, LAWLEY, DUNCAN & PAUL, LLC.** 3070 Green Valley Road Birmingham, AL 35243 Telephone: (205) 267-6601	Settlement Administrator Attn: Exclusion Request address address

17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Opting-out is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any of the Settlement Class Member benefits from the Settlement. If you opt-out, then you have no basis to object because you are no longer a member of the Settlement Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., James M. Terrell of Methvin, Terrell, Yancey, Stephens & Miller, P.C., and Patrick A. Barthle II of Morgan & Morgan Complex Litigation Group as Class Counsel to represent the Class. Their contact information is listed above in Question 16.

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

19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys' fees up to 33.33% of the Settlement Fund (up to $316,666.67), plus reasonable costs (up to $30,000.00). This payment for any attorneys' fees and costs to Class Counsel will be made out of the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Any award for attorneys' fees and costs for Class Counsel must be approved by the Court. The Court may award less than the amount requested. Class Counsel's Motion for Final Approval of the Settlement will be filed no later than _____, 2026, which will include their application for attorneys' fees and costs. The Motion for Final Approval will be posted on the Settlement Website.

Class Counsel will also request approval of a service award of $2,500 for each of the Class Representatives.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at _____ m. ET on _____, 2026, at the Tuscaloosa County Courthouse, xxxxxxx, Tuscaloosa, AL 35401, or by remote or virtual means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees, reasonable costs and expenses, and any service awards. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking **www.--------.com** or calling 1-###-###-####.

21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must be **filed** with or submitted to the Clerk of the Court and/or Class Counsel and/or Defense Counsel, no later than _____, 2025. See Question 16 for further details on the requirements for submitting an objection to the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not receive any benefits from this Settlement. If the Settlement is granted Final Approval and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and the other Released Parties based on any of the Released Claims related to the Data Breach, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at **www.——————.com.** You may also call the Claims Administrator with questions or to receive a Claim Form at 1-###-###-####.

This Notice is approved by the Circuit Court for Tuscaloosa County, State of Alabama. **DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT**. Please contact the Claims Administrator or Class Counsel if you have any questions about the Settlement.

EXHIBIT D

IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA

EARNESTINE RYAN and DOROTHY BENSON, MICHAEL HARRISON, ALLAN CARSON, ARTHUR HUGHES, CRYSTAL HARGRAVE, JASON DUNCAN, FELICIA PATRICK, AND ANJESSICA CALDWELL, individually and on behalf of all others similarly situated,	)	**Case No. 63-cv-2025-900067.00**
Plaintiffs,	)	
v.	)	
PECO FOODS INC.,	)	
Defendant.	)	

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

This matter came before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant. The Settlement Agreement with accompanying exhibits is attached as Exhibit A to the Motion.

In December 2023, Defendant experienced a Data Breach in which unauthorized actors gained access to its network and computer systems. On October 18, 2024, Plaintiffs filed a Consolidated Complaint against Defendant in the United States District Court for the Northern District of Alabama. Subsequently, Plaintiffs voluntarily dismissed their federal action and filed the operative First Amended Class Action Complaint ("Complaint") in the Circuit Court of Tuscaloosa County, Alabama on September 5, 2025. The Complaint asserts several causes of action, all of which allegedly arise from the Data Breach. The Complaint alleges that Defendant failed to properly secure personal identifiable information, which resulted in the unauthorized

disclosure of Plaintiffs' and other individuals' private information. Defendant denies any wrongdoing.

Plaintiffs and Defendant, through their counsel, have entered into a Settlement Agreement following good faith arm's-length negotiations. The Settling Parties have agreed to settle this Litigation, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the settlement which, if approved, will result in the dismissal of the Litigation with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement is granted as set forth herein.

1. Class Certification for Settlement Purposes Only. For settlement purposes only and pursuant to Ala. R. Civ. P. 23, *et seq*., the Court provisionally certifies a Settlement Class in, this matter defined as follows:

> **all individual U.S. residents whose PII was accessed and/or acquired in the Data Breach that is the subject of the Notice of Data Breach that Defendant sent to Plaintiffs and Settlement Class Members on or around July 24, 2024.**

The Settlement Class specifically excludes: (1) the Judge presiding over the Litigation, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members and shareholders of Peco; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Breach or who pleads nolo contendere to any such charge.

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class members; (d) Plaintiffs and Proposed Class Counsel will fairly and adequately protect the interests of the Settlement Class as Plaintiffs have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Plaintiffs predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

2. Class Representatives and Settlement Class Counsel: Earnestine Ryan, Dorothy Benson, Michael Harrison, Allan Carson, Arthur Hughes, Crystal Hargrave, Jason Duncan, Felicia Patrick, and Anjessica Caldwell are hereby provisionally designated and appointed as Representative Plaintiffs. The Court provisionally finds that the Representative Plaintiffs are similarly situated to absent Settlement Class Members and therefore will be adequate class representatives.

The Court also finds Plaintiffs' counsel is experienced and adequate and is hereby provisionally designated as Class Counsel: Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley, & Mann P.C., James M. Terrell of Methvin, Terrell, Yancey, Stephens & Miller, P.C., and Patrick A. Barthle II of Morgan & Morgan.

3. Preliminary Settlement Approval: Upon preliminary review, the Court concludes and finds that the proposed settlement is fair, reasonable, and adequate to warrant providing Notice of the settlement to the Settlement Class and accordingly is preliminarily

approved.

4. **Jurisdiction:** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Settling Parties before it for the purposes of the settlement. Additionally, venue is proper in this Court as a substantial portion of the acts and transactions complained of occurred in Tuscaloosa County and Defendant conducts substantial business throughout Tuscaloosa County.

5. **Final Fairness Hearing:** A Final Fairness Hearing shall be held on _____, 2026, at _____ a.m./p.m. in the Circuit Court of Tuscaloosa County, Alabama, or remotely if so set by the Court, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Ala. R. Civ. P. 23, *et seq.*; (b) the settlement should be finally approved as fair, reasonable, and adequate pursuant to Ala. R. Civ. P. 23, *et seq.*; (c) the Litigation should be dismissed with prejudice pursuant to the terms of the settlement; (d) Settlement Class Members should be bound by the Release set forth in the Settlement Agreement; and (e) the motion for final approval and application for attorneys' fees, costs, and service awards should be granted.

Plaintiffs' motion for final approval of the settlement and application for attorneys' fees, costs, and service awards shall be filed with the Court ____ days before the initial Final Fairness Hearing. No later than 15 days before the initial Final Fairness Hearing, the Settling Parties shall file responses, if any, to any objections, and any replies in support of final approval of the settlement and/or the application for attorneys' fees, costs, and service awards.

6. **Administration:** The Court appoints [INSERT] as the Claims Administrator, with responsibility for Notice and Claims Administration and to fulfill the duties of the Claims Administrator set forth in the Settlement Agreement. All Notice and Administration Costs shall be

paid by Defendant.

7. **Notice to the Class:** The proposed Notice Program set forth in the Settlement Agreement including the Short Form Notice, Long Form Notice, and the Claim Form attached to the Settlement Agreement as Exhibits 1, 2, and 3 satisfy the requirements of Ala. R. Civ. P. 23(c)(2), *et. seq*., provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these exhibits may be made without further order from the Court. The Claims Administrator is directed to carry out the Notice Program in conformance with the Agreement.

By 30 days following Preliminary Approval, the Claims Administrator shall complete the Notice Program in the manner set forth in the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice:** The Court finds that the form content, and method of giving notice to the Settlement Class as described in the Settlement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action; the terms of the proposed settlement, and their rights under the proposed settlement, including, but not limited to, their rights to object or opt-out from the proposed settlement and other rights under the terms of the settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice. As such, the Court concludes that the Notice Program meets all applicable requirements of law and the Due Process Clause(s) of the Alabama and United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

9. **Exclusion from Class:** Each Settlement Class member 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. The written notice must clearly manifest an intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement. To be effective, written notice must be postmarked no later than 60 days after the Class Notice Date.

Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and Defendant's counsel a complete list of all timely and valid requests for exclusion. No later than 10 days prior to the Final Fairness Hearing, Proposed Class Counsel shall file the list of exclusions with the Court for purposes of being attached to the Judgment to be entered upon final approval.

Any Settlement Class Member who does not timely and validly opt-out of settlement shall bound by the terms of the settlement. If a Final Approval Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid notice to opt-out of 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 Persons relating to the claims and transactions released in the settlement. All Settlement Class Members who submit valid and timely notices to opt-out of the settlement shall not be entitled to receive any benefits of the settlement.

10. **Objections and Appearances:** A Settlement Class Member who complies with the requirements of this paragraph may object to the settlement or the application for attorneys' fees, costs, and service awards.

Each Settlement Class Member desiring to object shall submit a timely written notice of

his or her objection by the Objection Date. Such notice shall state: (i) the name or caption of this Litigation; (ii) the objector's full name, address, telephone number, and e-mail address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (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; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a statement identifying all class action settlements objected to by the objector in the previous 5 years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court and contain the case name and docket number, no later than 60 days after the Class Notice Date and served concurrently therewith on Proposed Class Counsel and counsel for Defendants: [INSERT DEFENSE COUNSEL].

Any Settlement Class Member who fails to comply with the requirements for objecting in the Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the settlement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection, as described above, may appear at the Final Fairness Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the settlement or the application for attorneys' fees, costs, and service awards. If the objecting Settlement Class Member intends to appear at the Final Fairness Hearing through counsel, he or she must also identify the attorney(s)

representing the objecting Settlement Class Member who will appear at the Final Fairness Hearing. If the objecting Settlement Class Member intends to request the Court for permission to call witnesses at the Final Fairness Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness's expected testimony by the Objection Date.

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 action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the settlement or application for attorneys' fees, costs, and service awards.

11. <u>Claims Process and Distribution and Allocation Plan:</u> Proposed Class Counsel and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in the Settlement Agreement and directs that the Claims Administrator effectuate the distribution of settlement consideration according to the terms of the settlement, should the settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Approval Order and Judgment are 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, the Release included in that settlement, and the Final Approval Order and Judgment.

12. **Termination of Settlement:** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Settling Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the settlement if the settlement is not finally approved by the Court or is terminated in accordance with the settlement. In such event, the 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 Preliminary Approval Order, relating to the settlement shall he used or referred to for any purpose whatsoever.

13. **Use of Order:** This Preliminary Approval Order shall be of no force or effect if Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Plaintiffs 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.

14. **Stay of Proceedings:** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Fairness Hearing and issuance of the Final Approval Order and Judgment, or until further order of this Court.

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

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

Class Notice Date: _____, 2026

Motion for Final Approval and Application for Attorney's Fees, Costs, and Service Awards: _____, 2026

Opt-Out Date: _____, 2026

Objection Date: _____, 2026

Claim Deadline: _____, 2026

Final Fairness Hearing: _____,2026

IT IS SO ORDERED this the _____day of _____, 2026.

/s/_____
Judge, Circuit Court for Tuscaloosa County

EXHIBIT E

IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA

EARNESTINE RYAN and DOROTHY BENSON, MICHAEL HARRISON, ALLAN CARSON, ARTHUR HUGHES, CRYSTAL HARGRAVE, JASON DUNCAN, FELICIA PATRICK, AND ANJESSICA CALDWELL, individually and on behalf of all others similarly situated,	)	**Case No. 63-cv-2025-900067.00**
Plaintiffs,	)	
v.	)	
PECO FOODS INC.,	)	
Defendant.		

[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Before the Court is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion"). Having reviewed and considered the Settlement Agreement, Application for Attorneys' Fees, Costs, and Service Awards, the instant Motion, and having conducted a Final Fairness Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Approval Order and Judgment.

THE COURT is not required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement,

THE COURT makes the findings and conclusions hereinafter set forth for the limited

purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class.

IT IS ON THIS _____ day of _____, 2026,

ORDERED that:

1. The Settlement involves allegations in Plaintiffs' First Amended Class Action Complaint that Defendant failed to safeguard and protect the personally identifiable information of approximately 46,442 individuals and that this alleged failure caused injuries to Plaintiffs and the Class.

2. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

3. Unless otherwise noted, words spelled in this Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.

4. On _____, the Court entered an Order which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of notice under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified the Settlement Class in this matter, including defining the Settlement Class, appointed Plaintiffs as the Representative Plaintiffs and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Claims Administrator; and (f) set the date for the Final Fairness Hearing.

5. In the Order Granting the Motion for Preliminary Approval of Class Settlement Agreement, pursuant to Ala. R. Civ. P. 23, for settlement purposes only, the Court certified the Settlement Class, defined as follows:

> **all individual U.S. residents whose PII was accessed and/or acquired in the Data Breach that is the subject of the Notice of Data Breach that Defendant sent to Plaintiffs and Settlement Class Members on or around July 24, 2024.**

6. The Court, having reviewed the terms of the Settlement Agreement submitted by

the parties pursuant to Rule 23(e), grants final approval of the Settlement Agreement and defines the Settlement Class as defined therein and in the Preliminary Approval Order, and finds that the settlement is fair, reasonable, and adequate and meets the requirements of Rule 23.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

a. A process for Settlement Class Members to submit claims for monetary and non-monetary relief that will be evaluated by the Claims Administrator.

b. Defendant to pay all Notice and Administration Costs.

c. Defendant to pay a Court-approved amount for attorneys' fees of $316,666.66 (constituting one-third of the Settlement Fund) and litigation expenses of $_____.

d. Defendant to pay a Service Award not to exceed $2,500.00 to each of the Representative Plaintiffs.

8. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

9. Notice of the Final Fairness Hearing and the Application for Attorneys' Fees, Costs, and Service Awards have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Claims Administrator's compliance with the Notice Program has been filed with the Court.

10. The Court finds that such Notice, as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Ala. R. Civ. P. 23.

11. As of the Opt-Out Date, ___ potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement.

12. The Court has considered all the documents filed in support of the Settlement, and

has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Fairness Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

13. Pursuant to the Settlement Agreement, Defendant, Plaintiffs, and the Claims Administrator shall implement the Settlement in the manner and time frame as set forth therein.

14. Pursuant to Section 6 of the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendant and all Released Persons, as defined therein.

15. Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of this Final Approval Order and 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 Plaintiffs, 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 of the Released Claims is asserted.

16. Upon the Effective Date, Defendant shall be deemed to have, and by operation of this Final Approval Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiffs, each and all of the Settlement Class Members, Settlement Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation, except for enforcement of the Settlement Agreement. Any other claims or defenses Defendant may have against such Persons including, without limitation, any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, employment, 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 are specifically preserved and shall not be affected by

the preceding sentence.

17. The matter is hereby dismissed with prejudice except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

18. In accordance with Ala. R. Civ. P. 23, this Final Approval Order and Judgment resolves all claims against all parties in this Litigation and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

Done and ordered this_____day of _____, 2026.

_____

ELECTRONICALLY FILED
7/8/2026 5:05 PM
63-CV-2025-900067.00
CIRCUIT COURT OF
TUSCALOOSA COUNTY, ALABAMA
MAGARIA HAMNER BOBO, CLERK

IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA

EARNESTINE RYAN and DOROTHY BENSON, MICHAEL HARRISON, ALLAN CARSON, ARTHUR HUGHES, CRYSTAL HARGRAVE, JASON DUNCAN, FELICIA PATRICK, AND ANJESSICA CALDWELL, individually and on behalf of all others similarly situated,	)	
Plaintiffs,	)	**Case No. 63-cv-2025-900067.00**
v.	)	
PECO FOODS INC.,	)	
Defendant.	)	

DECLARATION OF JONATHAN S. MANN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

I, Jonathan Mann, being competent to testify, make the following declaration based on my personal knowledge and, where stated, upon information and belief. I declare:

I. Counsel Qualifications

1. I am counsel for the Plaintiffs[1] in this Litigation and have personal knowledge of the facts and matters stated herein.

2. I am a shareholder with the law firm of Pittman, Dutton, Hellums, Bradley & Mann, P.C. ("PDHBM"). My practice includes complex litigation, including class actions, mass torts, and products liability matters. I have litigated complex actions since 2011, with an emphasis on

[1] Capitalized terms not herein defined shall have the meaning ascribed to them in Settlement Agreement, which is attached as ***Exhibit A*** to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum of Law in Support.

consumer claims and defective products. PDHBM represents plaintiffs in complex litigation, including class actions, in federal and state courts. While our law firm is located in Birmingham, Alabama, we routinely litigate cases nationwide.

3. I am admitted to practice before all courts of the State of Alabama. I have also been admitted to practice before the United States Court of Appeals for the Eleventh Circuit, the United States District Court for the Northern District of Alabama, the United States District Court for the Middle District of Alabama, the United States District Court for the Southern District of Alabama, the United States District Court for the Northern District of Florida, the United States District Court for the Northern District of Georgia, the United States District Court for the Northern District of Indiana, the United States District Court for the Southern District of Indiana, the United States District Court for the Eastern District of Louisiana, the United States District Court for the District of Maryland, the United States District Court for District of Massachusetts, the United States District Court for the District of Minnesota, the United States District Court for the District of New Jersey, the United States District Court for the Eastern District of New York, the United States District Court for the Southern District of New York, the United States District Court for the District of Montana, and the Superior Court of Los Angeles County, California.

4. I and other PDHBM lawyers have been appointed to leadership positions in the following class actions and multidistrict litigations (MDLs) over the past ten years, including MDL 2406, *In re Blue Cross Blue Shield Antitrust Litigation* (Local Facilitating Counsel for Subscriber Plaintiffs); MDL 2441, *In re Stryker Rejuvenate and ABG II Hip Implant Products Liability Litigation* (Plaintiffs' Steering Committee); MDL 2595, *In re Community Health Systems, Inc., Customer Data Security Breach Litigation* (Local Liaison Counsel); MDL 2734, *In re Abilify (Aripiprazole) Products Liability Litigation* (Plaintiffs' Steering Committee); *In re: Arby's*

Restaurant Group, Inc. Data Security Litigation (Financial Institution Plaintiffs' Steering Committee); MDL 2846, *In re Davol, Inc./C.R. Bard, Inc. Polypropylene Hernia Mesh Products Liability Litigation* (Plaintiffs' Steering Committee); MDL 2875, *In re Valsartan Products Liability Litigation* (Plaintiffs' Steering Committee); MDL 2885*, In re 3M Combat Arms Earplug Products Liability Litigation* (Common Benefit Fund Committee), MDL 2974, *In re Paragard IUD Products Liability Litigation* (Plaintiffs' Steering Committee), *Pirani v. Medical Properties Trust, Inc.*, 2:23-cv-00486 (N.D. Ala.) (Liaison Counsel), and MDL 2885, *In re 3M Combat Arms Earplug Products Liability Litigation* (Settlement Implementation and Administration Committee).

5. I and other PDHBM attorneys have been appointed as settlement class counsel in other data breach cases such as *Sides v. Sheffield*, Circuit Court, Jefferson County, Alabama, Case No. 01-cv-2024-900745, *Williams v. Gulf Coast Pain Consultants, LLC d/b/a Clearway Pain Solutions Institute*, 3:19-cv-01659 (N.D. Fla.), *Limbaugh, et al. v. Norwood Clinic, Inc.*, Circuit Court, Jefferson County, Alabama, Case No. 01-cv-2022-900851, and *Kemp, et al. v. NorthStar Emergency Medical Services, Inc*., Circuit Court, Tuscaloosa County, Alabama, Case No. 63-cv-2023-900249.00.

6. I and other PDHBM lawyers have either been appointed as settlement class counsel or have been counsel of record in other class actions in the past few years, which have resolved favorably, including *Winsouth Credit Union v. MAPCO Express, Inc. and Delek US Holdings, Inc.,* 3:14-cv-1753 (M.D. Tn.), *Bach Enterprises, Inc. v. Advanced Disposal Services South, Inc.,* Circuit Court, Barbour County, Alabama, Case No. 69-cv-2013-9000090, *In re Arby's Restaurant Group, Inc. Data Security Litigation*, 1:17-cv-514 (N.D. Ga.), MDL 2406, *In re Blue Cross Blue Shield Antitrust Litigation* (Subscriber Plaintiffs), and *Sullen, et al. v. Vivint, Inc.*, Circuit Court,

Jefferson County, Alabama, Case No. 01-cv-2023-903893. I am currently putative class counsel in several pending actions involving data breaches, consumer protection, antitrust, and securities fraud claims.

7. The attorneys seeking to be named Proposed Class Counsel in this matter—Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley, & Mann P.C., James M. Terrell of Methvin, Terrell, Yancey, Stephens & Miller, P.C., and Patrick A. Barthle II of Morgan & Morgan—have extensive experience in class action litigation generally and data breach class action litigation in particular. Firm resumes documenting the experience of Proposed Class Counsel are attached hereto as ***Exhibits 1-3***.

II. Initial Investigation and Communications

8. This is a putative class action brought by Plaintiffs Earnestine Ryan, Dorothy Benson, Michael Harrison, Allan Carson, Arthur Hughes, Crystal Hargrave, Jason Duncan, Felicia Patrick, and Anjessica Caldwell, individually and on behalf of all others similarly situated, i.e. Settlement Class Members, arising out of a Data Breach of Defendant's computer network on or about December 4, 2023. Defendant's investigation determined that the unauthorized third party that perpetrated the Data Breach had accessed potentially accessed documents containing Plaintiffs' and approximately 46,442 Settlement Class Members' PII in the Data Breach. In or around July 2024, Defendant began to notify the Settlement Class of the Data Breach.

9. After receiving notice that their PII may have been impacted by the Data Breach, Plaintiffs retained Proposed Class Counsel.

10. My team and I, along with other Proposed Class Counsel firms, vigorously and aggressively gathered all information available regarding Defendant and the Data Breach,

including publicly available documents concerning announcements of the Data Breach and notice letter that was sent to the Settlement Class.

11. Our initial investigation into the facts and circumstances of the Data Breach revealed that it likely involved highly sensitive PII of the Settlement Class, which was stored on Defendant's computer network.

III. Procedural Posture

12. After Peco provided notice of the Data Breach in or around July 2024, Plaintiffs Harrison, Carson, Hughes, Hargrave, Duncan, Patrick, and Caldwell filed putative Class Action Complaints in the United States District Court for the Northern District of Alabama and filed a Consolidated Complaint on October 18, 2024. Plaintiffs Ryan and Benson filed a putative Class Action Complaint in the Circuit Court of Tuscaloosa County, Alabama on January 23, 2025.

13. On September 3, 2025, the Settling Parties participated in a full-day mediation facilitated by an experienced mediator, Jill Sperber Esq. of Sperber Dispute Resolution. Ms. Sperber has been involved in the mediation and/or arbitration of more than fifteen hundred disputes, including cases ranging from general business and personal disputes to complex, high-stakes, and multi-party matters, and had the requisite experience for the mediation of this Litigation.

14. In preparation for the scheduled mediation, the Parties exchanged additional information related to the Litigation, including the composition of the putative Settlement Class. The Settling Parties also laid out their respective positions, including with respect to the merits, class certification, and settlement, in written mediation statements provided to the other Party and the mediator. Additionally, the Settling Parties maintained an open dialogue concerning the contours of a potential agreement in the weeks leading up to the scheduled mediation.

15. After a full day of negotiations, the Settling Parties reached an agreement in principle, the terms of which were later finalized in this Settlement Agreement and the attached exhibits.

16. On September 5, 2025, Plaintiffs Harrison, Carson, Hughes, Hargrave, Duncan, Patrick, and Caldwell voluntarily dismissed their claims in the United States District Court for the Northern District of Alabama so they could join in the action Plaintiffs Ryan and Benson filed in the Circuit Court of Tuscaloosa County, Alabama. On the same date, Plaintiffs filed their First Amended Class Action Complaint bringing claims against Defendant for negligence, negligence per se, and unjust enrichment.

17. After the Parties reached an agreement in principle on all material terms of substantive relief for the Settlement Class, they began negotiating attorneys' fees and Service Awards (both subject to Court approval). At all times, the issues of attorneys' fees and Service Awards were negotiated separately from the Settlement relief to the Settlement Class.

18. The Parties then began drafting, exchanging, and editing the detailed Settlement Agreement, including its accompanying exhibits, forms of Notices, and Claim Form.

19. The Parties sought bids from multiple claims administrators, and after an extensive bidding process ultimately selected a qualified and cost-effective company, Eisner Advisory Group LLC ("EAG"), to serve as Claims Administrator. The Claims Administrator has extensive experience with the administration of class action settlements generally, and specifically those involving data breach litigation.

20. The Settlement Agreement resulted from hard fought and adversarial negotiations over an extended period. The time and effort spent by all Settling Parties to this Litigation demonstrates the rigor, intensity, and thoroughness of the mediation efforts, as well as the Settling

Parties' commitment to working constructively toward a resolution. The proposed Settlement addresses the reasonable objectives of this Litigation.

IV. The Proposed Settlement

Settlement Class

21. The proposed settlement establishes a Settlement Class defined as follows:

> all individual U.S. residents whose PII was accessed and/or acquired in the Data Breach that is the subject of the Notice of Data Breach that Defendant sent to Plaintiffs and Settlement Class Members on or around July 24, 2024.

The proposed Settlement Class specifically excludes (1) the Judge presiding over the Litigation, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members and shareholders of Peco; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Breach or who pleads nolo contendere to any such charge.

22. The Settlement Class consists of approximately 46,442 individuals. All members of the proposed Settlement Class share common claims arising out of the same standardized conduct, i.e. exposure of their PII due to Defendant's alleged data security deficiencies and the Data Breach.

Settlement Benefits

23. The Settlement provides for significant monetary relief to be paid by Defendant to eligible Settlement Class Members who submit valid and timely Claim Forms. Defendant will fund a $950,000.00 non-reversionary Settlement Fund to provide each Settlement Class Members with (i) reimbursement of ordinary losses up to $1,000.00, (ii) reimbursement for extraordinary losses

up to $5,000.00, (iii) lost time up to 10 hours at a rate of $40.00 per hour, (iv) three years of three bureau Credit Monitoring Services, and (v) residual cash payment of up to $550.00, and currently estimated at $100.00. The Settlement Fund will also be used to pay Claims Administration expenses, Proposed Class Counsel's fee award and costs, service awards, and taxes. Additionally, for a period of three (3) years following the execution of the Settlement Agreement, Defendant commits to pay for, implement and continue certain data-security enhancements and business practices.

Release

24. Pursuant to the Settlement Agreement, Settlement Class Members and Representative Plaintiffs who do not exclude themselves will provide the Released Persons with a release of all Released Claims related to the Data Breach, including any other statutory or common law claim that could have been asserted in this Litigation based upon the same conduct. The release in this case is tailored to the claims that have been pleaded or could have been pleaded in this case.

Notice

25. This settlement will be administered by EAG, subject to Court approval. EAG is experienced in class notice and in administration of class action claims generally, and specifically those of the type provided for and made in data breach litigation.

26. All Notice and Administration Costs will be paid by Defendant from the Settlement Fund.

27. To reach as many potential Settlement Class Members as possible, individual Notice shall be provided by first-class mail to all Settlement Class Members for whom Defendant has a valid address. While only the Short Form Notice will be mailed to Settlement Class Members, with an attached "tear off" Claim Form with prepaid postage, the Long Form Notice and Claim

Form will be made available on the settlement website established by the Claims Administrator pursuant to the Settlement Agreement. The settlement website shall contain information regarding how to submit a Claim Form (including electronically through the settlement website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, the Settlement Agreement, the Preliminary Approval Order entered by the Court, and the operative complaint in the Litigation, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Fairness Hearing. The settlement website shall also provide the toll-free telephone number and mailing address through which Settlement Class Members may contact the Claims Administrator directly.

28. The Notice Program is designed and intended to reach as many potential Settlement Class Members as possible, is the best notice practicable, and is designed to meet all the criteria set forth in Alabama Rule of Civil Procedure 23(c) and the *Manual for Complex Litigation*.

29. As such, the Notice Program set forth in the Settlement Agreement comports with Alabama Rule of Civil Procedure 23(c) and the United States Constitution and exceeds Due Process requirements.

Claims Administration

30. The timing of the Claims Administration is structured to ensure that all Settlement Class Members have adequate time to receive Notice, to review the terms of the Settlement Agreement and other relevant documents and decide whether they would like to submit a Claim Form, opt out or object.

31. Individuals in the Settlement Class who are seeking any settlement benefits under the settlement must submit a Claim Form, online or postmarked, on or before the 90th day after

the Class Notice Date. The 90-day Claims Deadline provides ample time for Settlement Class Members to submit a claim for documented losses, cash payment, or credit monitoring.

Exclusions and Objections

32. Settlement Class Members who seek to be excluded from the Settlement Class must submit a request, in writing, postmarked or received, by the Claims Administrator on or before the Opt-Out Date, which shall be 60 following the Class Notice Date, in accordance with the procedures set forth in the Settlement Agreement. Requests for exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

33. The Notice shall describe the procedure for Settlement Class Members to object to the settlement, by submitting written objections to the Claims Administrator postmarked no later than 60 after the Class Notice Date. The written objection must include all the required information as provided in Section 5 of the Settlement Agreement. The Notice will set forth the time and place of the Final Fairness Hearing and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with the Settlement Agreement waives the right to object or to be heard at the Final Fairness Hearing, and shall be forever barred from making any objection to the settlement. Any Settlement Class Member who does not make their objection in the manner and by the date set forth in Settlement Agreement shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

Attorneys' Fees, Costs, and Service Awards to Representative Plaintiffs

34. The settlement allows Proposed Class Counsel to make an application to the Court for an award of reasonable attorneys' fees and costs, to be paid from the Settlement Fund.

35. Proposed Class Counsel intends to apply for an attorneys' fee award not to exceed one-third of the total Settlement Fund (or $316,666.67), subject to Court approval, plus reimbursement of reasonably incurred litigation costs and expenses for this Litigation, to be paid from the Settlement Fund.

36. Additionally, as provided in the Settlement Agreement, Representative Plaintiffs intend to seek service awards in the amount of $2,500.00 each ($25,000.00 in total for the ten Representative Plaintiffs), to be paid from the Settlement Fund. The service awards are meant to recognize Representative Plaintiffs for their efforts on behalf of the Settlement Class, including providing information for pleadings, settlement discussions, engaging with Class Counsel regarding the Litigation, and approving the proposed settlement terms.

37. Plaintiffs' support for the Settlement as fair, reasonable, and adequate is not conditioned upon the Court's award of the requested service awards. The Settling Parties did not discuss attorneys' fees, costs, or Representative Plaintiffs' service awards until after the substantive terms of the settlement had been agreed upon.

38. In the event the Court declines to approve, in whole or in part, the payment of the service awards in the amount requested, the remaining provisions of the Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court concerning the amount of the service awards shall constitute grounds for cancellation or termination of the Settlement Agreement.

Additional Facts Supporting Preliminary Approval of the Settlement and Certification of the Settlement Class

39. Plaintiffs' claims are typical to that of the other putative Settlement Class Members in that all Settlement Class Members entrusted Defendant with their PII, had that PII accessed by third parties in the Data Breach, and were harmed as a result. Proving liability for each Settlement

Class Member's claim would require the resolution of the same central factual and legal issues, including whether Defendant's actions harmed its customers and exponentially increased their risk of future harm, and whether that conduct violated the law.

40. Plaintiffs have no conflicts of interest with the other members of the Settlement Class, Plaintiffs had their Private Information allegedly compromised in the same Data Breach as the other Settlement Class Members, and Plaintiffs share the Settlement Class's interests of maximizing their recovery and preventing future harm. Plaintiffs' pursuit of this Litigation has demonstrated that they have been, and will remain, zealous advocates for the Settlement Class.

41. In my opinion, I believe the Settlement is fair, reasonable, and adequate and provides significant benefits for Plaintiffs and the Settlement Class Members.

42. My years of experience representing individuals in complex class actions—including data breach and/or privacy actions—contributed to an awareness of Plaintiffs' settlement leverage, as well as the needs of Plaintiffs and the proposed Settlement Class. I believe that Plaintiffs would ultimately prevail in the litigation on a class-wide basis. However, I am also aware that a successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous litigation with the attendant risk of drawn-out appeals.

43. While Plaintiffs believe they have a very good likelihood of prevailing on their claims, they are also aware that Defendant has denied their material allegations and asserted several legal defenses, any of which, if successful, would result in the Plaintiffs and the proposed Settlement Class receiving no payment whatsoever. Accordingly, there is significant risk that either Plaintiffs' individual claims will not survive, or else that Plaintiffs will ultimately be unsuccessful in certifying a class of individuals who would be entitled to any award following trial.

44. On the other hand, Defendant's ability to pay if Plaintiffs were to succeed at trial is not guaranteed. With more than 46,442 people in the Settlement Class, even a small award to each by a jury could result in a verdict against Defendant amounting to tens of millions of dollars.

45. Thus, in the absence of settlement, it is certain that the expense, duration, and complexity of the protracted litigation that would result would be substantial. The Settling Parties would have to undergo significant motion practice and discovery before any trial on the merits could even be contemplated. Such motion practice would likely include a motion to dismiss, motions for summary judgment on Plaintiffs' individual claims, as well as briefing on any motion for class certification. Further, given the complexity of the issues and the amount in controversy, the defeated Party would likely appeal both any decision on the merits (at summary judgment and/or trial), as well as any decision on class certification. The Settling Parties would each be required to retain experts. As such, the immediate and considerable relief provided to the Settlement Class under the Settlement Agreement weighs heavily in favor of its approval compared to the inherent risk and delay of continued litigation, trial, and appeal

46. Further, a class action is superior to class members bringing individual actions because otherwise, many members of the Settlement Class would remain unaware of their legal claims against Defendant, and most would find the cost of litigating their claims to be prohibitive. It is thus unlikely that individuals would invest the time and expense necessary to seek relief through individual litigation.

47. Given the strength of this settlement and the significant amount of settlement benefits made available for Settlement Class Members to claim, Proposed Class Counsel and Plaintiffs expect little or no opposition to the settlement by the Settlement Class. While it is difficult to ascertain the reaction of the Settlement Class to the settlement prior to Notice being

disseminated, Plaintiffs themselves have approved of the settlement and believe that it is a fair and reasonable settlement in light of the potential defenses raised by Defendant and the potential risks involved with continued litigation.

48. It is thus my opinion, based on my substantial experience, that the settlement provides significant relief to the Settlement Class Members and warrants the Court's preliminary approval.

49. I believe this settlement is a positive resolution for the Settlement Class and falls comfortably within the range of reasonableness and represents a fair and reasonable discount from potential recovery. It is also my opinion that the Claim Form, Short Form Notice, and Long Form Notice accurately and plainly explain the settlement benefits and how to obtain them, offers a clear opportunity for Settlement Class Members to exclude themselves if they so choose, and provides a mechanism for the Settlement Class to share their opinions about the settlement with the Court.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 8th day of July 2026, in Birmingham, Alabama.

Jonathan S. Mann (MAN057)
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EXHIBITS 1-3

FIRM RÉSUMÉ

Pittman, Dutton, Hellums, Bradley & Mann P.C. ("PDHBM") attorneys have been representing individuals, consumers, and small businesses in complex civil litigation for over 35 years. Founded in 1986 as a boutique civil litigation trial firm, PDHBM has been named one of the "Most Prolific Trial Law Firms in Alabama," according to the Alabama Jury Verdict Reporter. PDHBM lawyers have achieved remarkable results and are constantly recognized by national and state organizations, publications, and their peers as among the most successful and experienced courtroom lawyers in the country.

Based in Birmingham, Alabama, PDHBM and its attorneys have litigated cases in every Alabama circuit court, all Alabama federal courts, and routinely represent clients across the country. PDHBM lawyers specialize in complex litigation and possess a wide range of expertise across many different practice areas and case types. PDHBM lawyers have experience successfully handling mass torts, class actions, commercial disputes, catastrophic injury, and wrongful death cases. Additionally, PDHBM lawyers litigate products liability, pharmaceutical drug, medical device, antitrust, data privacy, medical malpractice, insurance fraud, breach of contract, bad faith, securities fraud, and statutory violation-based claims.

PDHBM has recovered over $1 billion for thousands of individual clients, hundreds of which resulted in verdicts and settlements exceeding $1 million. PDHBM attorneys have also played critical roles in multidistrict litigations (MDLs) and class actions in which recoveries have exceeded over $10 billion for consumers and small businesses.

Over the past decade, federal and state judges have trusted PDHBM lawyers and appointed them to various leadership positions in MDLs and class actions, including co-lead counsel, liaison counsel, and plaintiff steering and common benefit committees. PDHBM lawyers have also worked closely with judges, special masters, and third-party vendors in the settlement implementation and administration phase of MDLs and class actions.

PDHBM and its lawyers have consistently been recognized by numerous national organizations, publications and their peers as among the most successful and experienced courtroom lawyers in the country. These include U.S. News Best Law Firms in America, The Best Lawyers in America, SuperLawyers, Top Ranked Law Firms by Martindale-Hubbell, American College of Trial Lawyers, American Board of Trial Advocates, Martindale-Hubbell's AV Preeminent Peer Review Rated, and Million Dollar Advocates Forum.

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REPRESENTATIVE LEADERSHIP EXPERIENCE IN MULTIDISTRICT LITIGATIONS (MDLs) AND CLASS ACTIONS

Class Actions

- MDL 2406 *In re Blue Cross Blue Shield Antitrust Litigation* (Local Facilitating Counsel and Plaintiffs' Steering Committee for over 100 million subscriber plaintiffs which resulted in a $2.67 billion settlement)
- *Sullen, et al. v. Vivint, Inc.,* Circuit Court, Jefferson County, Alabama, Case No. 01-cv-2023-903893.00 (Settlement Class Counsel representing consumers of Fair Credit Reporting Act Violations resulting in a $9.75 million settlement)
- *In re Municipal Parking Services, Inc. DPPA Litigation*, Case No. 3:24-cv-320-TKW-HTC (N.D. Fla.) (Interim Co-Lead Class Counsel in Drivers Privacy Protection Act case)

Product Liability MDLs

- MDL 2885 *In re 3M Combat Arms Earplug Products Liability Litigation* (Common Benefit Fund Committee)
- MDL 2885 *In re 3M Combat Arms Earplug Products Liability Litigation* (Settlement Implementation and Administration Committee)

Medical Device MDLs

- MDL 2441 *In re Stryker Rejuvenate and ABG II Hip Implant Products Liability Litigation* (Plaintiffs' Steering Committee)
- MDL 2846 *In re Davol, Inc./C.R. Bard, Inc. Polypropylene Hernia Mesh Products Liability Litigation* (Plaintiffs' Steering Committee)
- MDL 2974 *In re Paragard IUD Products Liability Litigation* (Plaintiffs' Steering Committee)

Pharmaceutical Drug MDLs

- MDL 2374 *In re Abilify (Aripirazole) Products Liability Litigation* (Plaintiffs' Steering Committee)
- MDL 2875 *In re Valsartan Products Liability Litigation* (Plaintiffs' Steering Committee)
- MDL 3140 *In re Depo-Provera (Depot Medroxyprogesterone Acetate) Products Liability Litigation* (Plaintiffs' Executive Committee)
- MDL 3140 *In re Depo-Provera (Depot Medroxyprogesterone Acetate) Products Liability Litigation* (Plaintiffs' Steering Committee)

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Data Privacy Class Actions

- *Nadeau, et al. v. Onsite Mammography, LLC d/b/a Onsite Womens Health,* Case No. 3:25-cv-11123-MGM (D. Mass.) (Interim Co-Lead Class Counsel)
- *In re Christie's Data Breach Litigation*, Case No. 23-cv-221-JMF (S.D.N.Y.) (Co-Lead Class Counsel)
- MDL 3126 *In re Snowflake, Inc. Data Security Breach Litigation* (Co-Lead of Financial Institutions Spoke)
- *In re Set Forth Data Security Litigation*, Case No. 1:24-cv-11688 (N.D. Ill.) (Plaintiffs' Steering Committee)
- *In re Marquis Software Solutions, Inc. Data Breach Litigation*, Case No. 4:25-cv-01277-ALM (E.D. Tex.) (Plaintiffs' Executive Committee)
- *In re CNHI Data Breach Litigation*, Case No. 2:25-cv-980-RAH (M.D. Ala.) (Interim Liaison Counsel)
- *In re Jack's Family Restaurants, LP Data Breach Litigation*, Case No. 2:25-cv-01861-LCB (N.D. Ala.) (Interim Liaison Class Counsel)
- *In re Methodist Home Care Data Incident Litigation*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2025-904388 (Interim Co-Lead Class Counsel)
- *Lodico, et al. v. Bradford Health Services, LLC*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2025-902264 (Interim Co-Lead Class Counsel)
- *In re Neurological Institute of Savannah Data Breach Litigation,* Superior Court, Chatham Cty., Ga., Case No. SPCV25-00806-ST (Interim Co-Lead Class Counsel)
- *In re Bluewater Healthcare Network, d/b/a Aspire Rural Health System Data Breach Litigation,* Superior Court, Sanilac Cty., Mi., Case No. 2025-41042-CZ (Interim Co-Lead Class Counsel)
- *In re Alabama Ophthalmology Associates Data Breach Litigation*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2025-901488.00 (Interim Co-Lead Class Counsel)
- *In re AOD Federal Credit Union Data Breach Litigation*, Circuit Court, Calhoun Cty., Ala., Case No. 11-cv-2025-900178.00 (Interim Co-Lead Class Counsel)
- *In re Heritage South Credit Union Data Breach Litigation*, Circuit Court, Talladega Cty., Ala., Case No. 61-cv-2025-900175.00 (Liaison Counsel)
- *In re Municipal Parking Services, Inc. DPPA Litigation*, Case No. 3:24-cv-320-TKW-HTC (N.D. Fla.) (Interim Co-Lead Class Counsel in Drivers Privacy Protection Act case)
- *Walker, et al. v. P&S Transportation, LLC, et al.,* Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2025-900187 (Settlement Class Counsel)
- *Lee, et al. v. Baptist Health Centers, LLC*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2023-9004352.00 (Interim Co-Lead Class Counsel)
- *Harrison, et al. v. Peco Foods, Inc.*, Case No. 7:24-cv-1028-LSC (N.D. Ala.) (Interim Co-Lead Class Counsel)
- *Brown, et al. v. Alabama Cardiology Group, P.C.*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2024-903135 (Interim Co-Lead Class Counsel)

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- *In re Cardiology Associates Data Breach Litigation*, Circuit Court, Mobile Cty., Ala., Case No. 02-cv-2025-900139.00 (Liaison Counsel)
- *Kornegay, et al. v. Heart South Cardiovascular Group, P.C.*, Circuit Court, Bibb Cty., Ala., Case No. 07-cv-2024-9000089 (Settlement Class Counsel)
- *Limbaugh, et al. v. Norwood Clinic, Inc.,* Circuit Court, Jefferson County, Alabama, Case No. 01-cv-2022-900851 (Co-Lead Class Counsel representing victims of a data breach which resulted in a $2.3 million settlement)
- *Kemp, et al. v. NorthStar Emergency Medical Services, Inc.,* Circuit Court, Tuscaloosa County, Alabama, Case No. 63-cv-2023-900249 (Settlement Class Counsel representing victims of a data breach)
- *Sides, et al. v. Sheffield Group, Inc., et al.*, Circuit Court, Jefferson Cty., Ala., Case No. 01-cv-2024-900745 (Settlement Class Counsel representing victims of a data breach)
- *Hufstetler, et al. v. Upstream Rehabilitation, Inc., et al*; Circuit Court, Jefferson Cty., Ala., Case No., 01-CV-2024-902563 (Settlement Class Counsel representing victims of a data breach)
- *Williams v. Gulf Coast Pain Consultants*, 3:19-cv-01659 (N.D. Fla.) (Class Counsel representing victims of a data breach)
- *In re Arby's Restaurant Group, Inc. Data Security Litigation*, 1:17-cv-514 (N.D. Ga.) (Plaintiffs' Steering Committee)
- MDL 2595 *In re Community Health Systems, Inc., Customer Data Security Breach Litigation* (Local Liaison Counsel)
- *WinSouth Credit Union, individually and on behalf of all similarly situated v. MAPCO Express, Inc. and Delek US Holdings, Inc.* (Class Counsel representing financial institution victims of a data breach)
- *Mandi Phillips, individually and on behalf of all similarly situated v. MAPCO Express, Inc. and Delek US Holdings, Inc.* (Class Counsel representing individual victims of a data breach)

PDHBM represented or currently represents clients in the following MDLs or class actions:

1. MDL 1985 *In re Total Body Formula Products Liability Litigation* (Co-Lead Counsel; member of Plaintiffs' Executive Committee and Plaintiffs' Steering Committee)
2. *In re NCAA Student-Athlete Name & Likeness Licensing Litigation*
3. MDL 1507 *In re Prempro Product Liability Litigation*
4. MDL 1657 *In re Vioxx Products Liability Litigation*
5. MDL 2000 *In re Yasmin and Yaz (Drospirenone) Marketing, Sales Practices and Products Liability Litigation*
6. MDL 2047 *In re Chinese-Manufactured Drywall Products Liability Litigation*
7. MDL 2087 *In re Hydroxycut Marketing and Sales Practices Litigation*
8. MDL 2179 *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*
9. *MDL 2187 In re C.R. Bard, Inc., Pelvic Repair System Products Liability Litigation*

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10. MDL 2197 *In re DePuy Orthopaedics, Inc., ASR Hip Implant Products Liability Litigation*
11. MDL 2240 *In re Cook Medical, Inc., Pelvic Repair System Products Liability Litigation*
12. MDL 2243 *In re Fosamax (Alendronate Sodium) Products Liability Litigation (No. II)*
13. MDL 2244 *In re DePuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation*
14. MDL 2299 *In re Actos (Pioglitazone) Products Liability Litigation*
15. MDL 2385 *In re Pradaxa (Dabigatran Etexilate) Products Liability Litigation*
16. MDL 2387 *In re Coloplast Corp. Pelvic Support Systems Products Liability Litigation*
17. MDL 2391 *In re Biomet M2a Magnum Hip Implant Products Liability Litigation*
18. MDL 2406 *In re Blue Cross Blue Shield Antitrust Litigation*
19. MDL 2592 *In re Xarelto (Rivaroxaban) Products Liability Litigation*
20. MDL 2641 *In re Bard IVC Filters Products Liability Litigation*
21. MDL 2666 *In re Bair Hugger Forced Air Warming Devices Products Liability Litigation*
22. MDL 2740 *In re Taxotere (Docetaxel) Products Liability Litigation*
23. MDL 2753 *In re Atrium Medical Corp. C-Qur Mesh Products Liability Litigation*
24. MDL 2768 *In re Stryker LFIT V40 Femoral Head Products Liability Litigation*
25. MDL 2775 *In re Smith & Nephew Birmingham Hip Resurfacing (BHR) Hip Implant Products Liability Litigation*
26. MDL 2782 *In re Ethicon Physiomesh Flexible Composite Hernia Mesh Products Liability Litigation*
27. MDL 2862 *In re Diisocyanates Antitrust Litigation*
28. MDL 2867 *In re Local TV Advertising Antitrust Litigation*
29. MDL 2949 *In re Profemur Hip Implant Products Liability Litigation*
30. MDL 3044 *In re Exactech Polyethylene Orthopedic Products Liability Litigation*
31. MDL 3108 *In re Change Healthcare, Inc., Customer Data Security Breach Litigation*
32. MDL 3125 *In re AngioDynamics, Inc., and Navilyst Medical, Inc. Port Catheter Products Liability Litigation*
33. MDL 3126 *In re Snowflake, Inc. Data Security Breach Litigation*
34. MDL 3140 *In re Depo-Provera (Depot Medroxyprogesterone Acetate) Products Liability Litigation*
35. MDL 3170 *In re Trans Union, LLC Customer Data Security Breach Litigation*

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Morgan & Morgan is a leading civil trial law firm representing consumers and commercial clients nationwide. With over 1,000 lawyers, and more than 3,000 non-lawyer employees, Morgan & Morgan is the largest plaintiffs' firm in the nation. Morgan & Morgan maintains over offices throughout the United States. Among its lawyers are former state attorney generals and present and former members of various state legislatures.

Morgan & Morgan has a dedicated Complex Litigation Group staffed with lawyers, paralegals, and retired FBI agents serving as investigators committed to representing consumers in complex litigation, MDL proceedings and class action cases throughout the country. It has achieved many remarkable results in class litigation, including the settlement of *In re Black Farmers Discrimination Litigation*, no. 08-0511 (D.C. Oct. 27, 2017), where one of its partners served as co-lead. The case resulted in a settlement with the United States Government in the amount of $1.2 billion for African American farmers who had been systematically discriminated against on the basis of race, in violation of the Fifth Amendment to the United States Constitution, the Equal Credit Opportunity Act, Title VI of the Civil Rights Act, and the Administrative Procedure Act. The Class Action section is a part of Morgan & Morgan's Complex Litigation group and has assembled a talented, ethnically diverse team of lawyers. Aside from the lawyers listed below, its team of lawyers is assisted by 75 lawyers in the shared legal services section of the Complex Litigation Group. These lawyers are dedicated to document review, deposition preparations and deposition summaries. It is also assisted by a separate section of 8 lawyers, comprised of former federal law clerks at the District and Circuit level, who assist the Class Action section with research and writing support.

John A. Yanchunis leads Morgan & Morgan's class action group. Morgan & Morgan is America's largest injury law firm with over 1,000 lawyers in offices throughout the United States. Its depth as a trial firm, and its self-funded financial resources, allow it to undertake the largest and most significant cases throughout the country. Mr. Yanchunis—whose career as a trial lawyer began over 41 years ago following the completion of a two-year clerkship with United States District Judge Carl O. Bue, Southern District of Texas (now deceased)—has efficiently and expeditiously led many privacy-related Multidistrict Litigation (MDL) and non-MDL class action proceedings, including as Lead or Co-Lead Counsel in some of the largest privacy class actions. He has focused his practice on class action litigation for over 28 years.

Mr. Yanchunis began his work in privacy litigation in 1999 with the filing of *In re Doubleclick Inc. Privacy Litigation,* 154 F. Supp. 2d 497 (S.D.N.Y. 2001), alleging privacy

violations based on the placement of cookies on hard drives of internet users. Beginning in 2003, he served as co-Lead Counsel in the successful prosecution and settlement of privacy class action cases involving the protection of privacy rights of more than 200 million consumers under the Driver's Protection Privacy Act (DPPA) against the world's largest data and information brokers, including Experian, R.L. Polk, Acxiom, and Reed Elsevier (which owns Lexis/Nexis). *See Fresco v. Automotive Directions, Inc.,* No. 03-61063-JEM (S.D. Fla.), and *Fresco v. R.L. Polk*, No. 07-cv-60695-JEM (S.D. Fla.). Subsequently, he also served as co-Lead Counsel in the DPPA class cases, *Davis v. Bank of America*, No. 05-cv-80806 (S.D. Fla.) ($10 million class settlement), and *Kehoe v. Fidelity Fed. Bank and Trust,* No. 03-cv-80593 (S.D. Fla.) ($50 million class settlement).

As a result of his experience in insurance and complex litigation, beginning in 2005, he was selected by Tom Gallagher, the Chief Financial Officer for the state of Florida and a member of the Florida Cabinet, to serve as lead counsel for the Florida Department of Financial Services and the Florida Department of Insurance Regulation (the insurance regulators of Florida) in their investigations of the insurance industry on issues concerning possible antitrust activity and other possible unlawful activities regarding the payment of undisclosed compensation to insurance brokers. He served as lead regulator counsel and worked with a core group of state Attorneys General from the National Association of Attorneys General, which were selected to conduct the investigations. The insurance regulator for Florida was the only insurance regulator in the group. The litigation that was filed and the related investigations netted millions of dollars in restitution for Florida consumers and resulted in significant changes in the way commercial insurance is sold in Florida and across the country.

During his career, he has tried numerous cases in state and federal courts, including one of the largest and longest insurance coverage cases in U.S. history, which was filed in 1991 by the Celotex Corporation and its subsidiary, Carey Canada, Inc. During the seventeen years the case pended, he served as lead counsel for several insurance companies regarding coverage for asbestos and environmental claims. The case was tried in three phases over several years beginning in 1992. He was also lead counsel for these parties in the subsequent appeals that followed a judgment in favor of his clients.

He has been appointed and served in leadership positions in most of the largest data breach cases filed in the area of privacy and data breaches: *In re: Capital One Consumer Data Security Breach Litigation,* No. 1:19-MD-2915-AJT (E.D. Va.) (settlement for $190,000,000 approved for 98 million consumers). With almost no assistance from any other firms other than to assist in preparing their individual clients for deposition, Mr. Yanchunis and his two co-lead attorneys took this case almost to trial before Capital One and Amazon agreed to settle the case. In his order approving the settlement, United States District Judge Anthony Trenga found that:

> In pursuing this complex, years-long litigation, Class Counsel engaged in, *inter alia*, extensive discovery—including reviewing nearly three million pages of documents and taking nearly fifty depositions—and significant motion practice—including for class certification, summary judgment, and expert exclusion. In total, Class Counsel devoted more than 65,000 hours to what Plaintiffs call "almost undoubtedly, the most heavily

litigated data breach case in history.

IN RE: Capital One Consumer Data Security Breach Litigation, 1:19-md-02915-AJT (E.D. Va.) [Doc. No. 2231] at 1.

In an order approving the proposed attorneys' fees, Judge Trenga wrote:

> *Factor 1, Results for the Class:* This Court previously commended Class and Defense Counsel at the September 8, 2022 Final Approval Hearing for the "exceptional outcome for all the parties given the difficult legal issues," calling it an "outstanding result" attributed "in no small measure, to counsel, counsel's efforts, and . . . the level of competence and professionalism that they've brought to every aspect of this case." [Doc. No. 2261] at 30:19-31:3. The Court stands by that statement. Class Counsel effectively and efficiently pursued the case, resulting in purportedly the second largest data breach settlement to date, in addition to the injunctive relief.

In re Yahoo! Inc. Customer Data Security Breach Litigation, No. 5:16-MD-02752-LHK (N.D. Cal.) ("Yahoo") (Lead Counsel, which led a four firm plaintiffs steering committee) (Court approved $117,500,000.00 common fund settlement for approximately 194 million US residents and 270,000 Israeli citizens); *In re The Home Depot, Inc. Consumer Data Sec. Data Breach Litig.,* No. 1:14-md-02583-TWT (N.D. Ga.) (Co-Lead Counsel)(four- member PSC) (final judgment entered approving a settlement on behalf of a class of 40 million consumers with total value of $29,025,000); *In Re: Equifax, Inc. Customer Data Security Breach Litigation*, No. 1:17-md-2800-TWT (N.D. Ga.) (member of the Plaintiffs' Steering Committee) (final judgment entered approving $380.5 million fund for 145 million consumers); *In re: U.S. Office of Personnel Management Data Security Breach Litigation,* No. 1:15-mc-01394-ABJ (D.D.C.) ("OPM") (member of the Executive Committee) (motion for preliminary approval of a $60,000,000 common fund); *In re Target Corp. Customer Data Sec. Breach Litig.,* MDL No. 2522 (D. Minn.) (Executive Committee member) (final judgment approving a settlement on behalf of a class of approximately 100 million consumers); and *In re. Fortra File Transfer Software Data Security Breach Litigation,* No. 24-md-3090 (S.D. Fla.) (MDL Co-Liaison and Executive Committee Co-Chair).

His court-appointed leadership experience in non-MDL, data breach class actions is likewise significant, and to just name a few: *Schmidt, et al., v. Facebook, Inc.,* No. 3:18-cv-05982 (N.D. Cal.) (Co-Lead Counsel) ("Facebook") (class certified over Facebook's opposition for 8 million residents, subsequently settlement of the class was approved by the court); *In re: Citrix Data Breach Litigation*, No. 19-cv-61350 (S.D. Fla.) (preliminary approval of class action settlement entered on January 26, 2021); *In re. Arthur J. Gallasher Data Breach Litigation,* No. 1:22-cv-0137 (N.D. Ill.)(Class Counsel)(Final Approval of class action settlement entered on February 27, 2025); *Whalen, et al., v. Gunster, Yoakley & Stewart, PA,* No. 25-CA-000550 (Hillsborough County, Fla.)(Final Approval Order and Judgment entered on August 13, 2025); *In re Harvard Pilgrim Data Security Incident Litigation,* No. 1:23-cv-11211 (Dist. Mass.)(Final Approval Order and Judgment entered on August 4, 2025); and *Ramirez v. The Paradies Shops, LLC,* No. 1:21-cv-03758 (N.D. GA) (Final Approval and Judgment entered on July 24, 2025).

He has also been appointed co-lead counsel in a data privacy case that was certified as a class over Google's opposition, *Brown. et al., v. Google, LLC,* No. 20-cv-03664 (N.D. Cal.). The case was settled weeks before the commencement of trial, and final approval of the class action settlement benefitting well over a hundred million consumers is set for August 7, 2024. In another data privacy case against Google pending in the Northern District of California, San Francisco Division, *Rodriguez, et al, v. Google, LLC,* No. 20-cv-04688 (N.D. Cal.), he, along with his co-counsel, have been appointed as co-lead counsel for a class certified over Google's opposition. This class case was tried over a two week period beginning August 18, 2025 which resulted in a $425million verdict. He was one of the very few lawyers who has litigated through contested certification privacy class cases. He does not have a reputation for filing and then settling class cases.

In 2023 and in data breach cases, and as a thought leader in the area of data privacy, Mr. Yanchunis lead a team of lawyers in his firm and obtained reversals of lower courts in the Eleventh Circuit and the Second Circuit Courts of Appeals: *Bohnak v. Marsh & McLennan Companies,* No. 22-319 (2d Cir. 2023), *Ramirez v. The Paradies Shops, LLC,* No. 22-12853-HH (11th Cir. 2023), and *Sheffler v. Americold Realty Trust,* No. 22-11789-CC (11th Cir. 2023). On December 7, 2023, he presented argument before the Fourth Circuit in the successful appeal of a lower court decision -*Ford v Sandhills Medical Ctr., Inc*., No.22-2268 (4th Cir. 2023), cert denied (2025), a class case arising out of a data breach at a health care facility.

He now serves as an appointed member of the newly formed Cyber Security and Privacy Subcommittee of The Florida Bar.

Mr. Yanchunis was recognized in 2020 for the second year in a row by Law360 as one of four MVPs in the area of Cybersecurity and Privacy. Similarly, in 2016 and then in 2020, Mr. Yanchunis was recognized by the National Law Journal as a Trailblazer in the Area of Cybersecurity & Data Privacy. In 2020, Mr. Yanchunis was named Florida Lawyer of the Year by the Daily Business Review, and in 2022, he was awarded the Best Mentor award in the state of Florida by the same publication. In 2023, he was named Consumer Lawyer of the Year by The Florida Bar's Consumer Protection Committee for his accomplishments in the area of data privacy. Again for his accomplishments in the area of data privacy and cyber security, in 2023, he was recognized as a Titan of the Plaintiffs' Bar by Law360. In 2024, he was named a finalist for Attorney of the Year by ALM/Law360 and he is a finalist for Lawyer of Year by The National Law Journal. In 2024, the class action practice group that he leads at his firm was awarded Litigation Department of the Year in the state of Florida by ALM/Law360, and his practice group was a national finalist for Litigation Department of the Year by The National Law Journal. In 2025, he received a Lifetime Achievement Award in July 2025 from ALM/360. In 2025, he was recognized by Law Dragon in the following categories: 500 Leading Lawyers in America, 500 Leading Global Cyber Lawyers, 500 Global Plaintiff Lawyers, and 500 Leading Plaintiff Lawyers in America.

Because of his experience in the area of cyber security and privacy and data breach litigation, he is a frequent speaker nationally and internationally. Earlier this year he spoke on these topics in London and Amsterdam, and he is scheduled to speak in London in the fall at two separate symposiums on data privacy and cyber security. Presently, he is organizing with several universities in the United

States, the European Union, and Israel, a symposium to focus on data privacy. It is planned to be held in Rome in 2026. He also is a frequent lecturer at Baylor College of Law in its LLM program on cyber security, most recently in June 2024.

Exhibiting his leadership skills and his ability to work collaboratively with others, Mr. Yanchunis has served in leadership positions on many professional committees and boards, most prominently as a member of the Board of Directors of The Florida Bar Foundation, a member of The Florida Board of Bar Examiners appointed by the Florida Supreme Court (5-year term, and he continues by appointment to date as an Emeritus Member), and an elected member for two terms to The Board of Governors of The Florida Bar, and to The Young Lawyers Division of The Florida Bar. He has served on The Florida Bar's Consumer Protection Committee, including serving as its Chair. He has also served as an expert in ethical issues in class litigation for The Florida Bar in disciplinary proceedings.

In his profession, he received the Florida Bar Foundation President's Award of Excellence, the Public Justice Impact Change Award, and for his work in representing a class of elderly indigent Floridians on Medicaid in a suit against the state of Florida, which resulted in an increase in the benefits to class members, he was awarded The Florida Bar Elder Law Section Chair's Honor Award.

He has been recognized as a Super Lawyer for over two decades and is AV rated by Martindale Hubbell.

Michael F. Ram. Mr. Ram, anchoring the firm's office in San Francisco, is a consumer class action lawyer with 40 years of experience. He graduated cum laude from Harvard Law School in 1982. He has co-tried several class action trials and frequently lectures on class trials. In 1992 he was a co-recipient of the Trial Lawyer of the Year Award given by Trial Lawyers for Public Justice for *National Association of Radiation Survivors v. Walters* No. 83-c-1861 (N.D. Cal.) (tried to class-wide judgment on remand from Supreme Court).

From 1993 through 1997, Mr. Ram was a partner with Lieff, Cabraser, Heimann and Bernstein where he represented plaintiffs in several major class actions, including: *Cox v. Shell*, Civ. No 18,844 (Obion County Chancery Court, Tenn.) national class of six million owners of property with defective polybutylene plumbing systems; *In re Louisiana-Pacific Inner-Seal Litigation*, No. 95-cv-879 (D. Oregon) (co-lead counsel) national class of homeowners with defective siding; *ABS Pipe Litigation,* Cal. Judicial Council Coordination Proceeding No. 3126 (Contra Costa County) national class of homeowners.

In 1997, Mr. Ram founded Levy, Ram & Olson which became Ram & Olson and then Ram,

Olson, Cereghino & Kopczynski. He was co-lead counsel in many consumer class actions including a national class of half a million owners of dangerous glass pane gas fireplaces in *Keilholtz et al. v. Superior Fireplace Company*, No. 08-cv-00836 (N.D. Cal. 2008). He was co- lead counsel for plaintiffs in *Chamberlan v. Ford Motor Company,* No. 03-cv-2628 (N.D. Cal.), a class action involving defective intake manifolds that generated four published opinions, including one by the Ninth Circuit, 402 F.3d at 950, and settled one court day before the class trial. He was also co-counsel for plaintiffs in a number of other consumer class actions, including: *In re General Motors Corp. Product Liability Lit.* MDL. No. 1896 (W.D. Wash.) (defective speedometers); *Richison v. American Cemwood Corp.,* San Joaquin Superior Court Case No. 005532 defective Cemwood Shakes); *Williams v. Weyerhaeuser,* San Francisco Superior Court Case No. 995787 (defective hardboard siding); *Naef v. Masonite,* Mobile County, Alabama Circuit Court Case No. CV-94-4033 (defective hardboard siding on their homes); *Hanlon v. Chrysler Corp*., 150 F.3d 1011 (9th Cir. 1998) (approving class action settlement); *McAdams v. Monier, Inc.* (2010) 182 Cal. App. 4th 174 (reversing denial of class certification in consumer class action involving roof tiles); *Gardner v. Stimson Lumber Co.* (King County Wash. No. 2-17633-3-SEA) (defective siding); *Rosenberg v. U-Haul* (Santa Cruz Superior Ct. No. CV-144045 (certified consumer class action for false and deceptive conduct; tried successfully to judgment); *In re Google Buzz User Privacy Litigation*, No. 10-cv-00672-JW (N.D. Cal. 2011) (international class action settlement for false and deceptive conduct); *Whitaker v. Health Net of California, Inc.*, *and International Business Machines Corp*, No. 2:11-cv-0910 KJM DAD (E.D. Cal.) (electronic privacy class action under the California Confidentiality of Medical Information Act); and *In re Kitec Plumbing System Products Liab. Litigation MDL No 2098*, N.D. Texas, No. 09-MD-2098 (MDL class action involving claims concerning defective plumbing systems).

From 2017 to 2020, Mr. Ram was a partner at Robins Kaplan LLP. In August 2020, Mr. Ram joined Morgan & Morgan to open a San Francisco office. He is a member of the Executive Committee of the Federal Bar Association of the Northern District of California. He is currently co-lead counsel in numerous consumer class actions, including *Gold v. Lumber Liquidators,* N.D. Cal. No. 14-cv-05373-RS, a certified multistate class action involving bamboo floors, as well as *Fowler v. Wells Fargo,* N.D. Cal. No.3:17-cv-02092-HSG, a class action involving interest charges that settled for $30 million, and *Lowell v Lyft*, ED NY 7:17-cv-06251-PMH-AEK, a certified class of wheelchair users with ADA claims. He recently co-tried the class case and is awaiting a decision. He is currently serving as lead trial counsel in *Kellman v. Spokeo, Inc.,* N.D. Cal. No. 3:21-cv-08976-WHO, a certified class action; as well as serving on the Plaintiffs' Expert Discovery Committee *In re Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation, MDL No. 3052.* He recently obtained a certified class as co-lead counsel in *King v. National General,* N.D. Cal. No. 4:15-cv-00313-DMR. As co-lead counsel in a recent $20 million class settlement in *Smith v. Apple, Inc.*, N.D. Cal. No. 4:21-cv-09527-HSG and a settlement in excess of $1.5 billion while serving on the Plaintiffs'

Steering Committee and co-chairing the Law and Briefing Committee *In re Philips Recalled CPAP, Bi-Level Pap, And Mechanical Ventilator Products Litigation*, MDL No. 3014, Mr. Ram helped garner the firm a nomination as a finalist for the National Law Journal's Elite Trial Lawyers awards in Class Action.

Kenya Reddy. Ms. Reddy represents consumers in class action litigation. She graduated from Duke University in 1997 with a degree in political science. In 2000, she received her law degree from the University of Virginia School of Law. Prior to joining Morgan & Morgan, Ms. Reddy was a shareholder at Carlton Fields, P.A., where her primary areas of practice were antitrust, complex civil litigation, class action defense, and business litigation. She also has experience in including labor and employment, products litigation, ERISA and employee benefits law, insurance, healthcare, and securities litigation.

Ms. Reddy has served as a law clerk for the Honorable Charles R. Wilson, United States Circuit Court Judge, Court of Appeals for the Eleventh Circuit, the Honorable Anne C. Conway, former Chief Judge of the United States District Court for the Middle District of Florida, the Honorable Mary S. Scriven, United States District Judge, Middle District of Florida, and the Honorable Karla R. Spaulding, United States Magistrate Judge, Middle District of Florida.

Ms. Reddy was a guest speaker in January 2019 at HarrisMartin's Marriott Data Breach Litigation Conference on the topic of standing in data breach cases. In October 2019, she presented on the topic of third-party litigation funding at the Mass Torts Made Perfect Conference.

Ms. Reddy is admitted to practice in the Northern, Middle, and Southern Districts of Florida.

Ryan J. McGee. Mr. McGee joined Morgan & Morgan's Complex Litigation Group in March 2018 and has since extensively practiced in the areas of privacy and consumer protection class action litigation. His work since 2018 resulted in Law360 recognizing him as one of only three Rising Stars in the area of cybersecurity and privacy for 2023, as well as the National Law Journal honoring him in 2024 as a Rising Star of the Plaintiffs Bar.

He has substantially supported the following representative litigations resulting in the recovery of more than half a billion dollars for consumers: *Rodriguez v. Google LLC*, No. 3:20-cv-04688-RS (N.D. Cal); *Brown v. Google LLC*, No. 4:20-cv-03664-YGR (N.D. Cal.); *In re Morgan Stanley Data Security Litigation*, No. 20-cv-5914-AT (S.D.N.Y.); *Adkins v. Facebook, Inc.*, No. 3:18-cv-05982-WHA (N.D. Cal.); *In Re: Ambry Genetics Data Breach Litigation*, No. 20-cv-00791 (C.D. Cal.); *Pfeiffer et al. v. RadNet, Inc.*, No. 2:20-cv-09553-RGK (C.D. Cal.); *Ford*

et al. v. [24]7.ai, Inc., No. 5:18-cv-02770-BLF (N.D. Cal.); *In re Yahoo! Inc. Customer Data Security Breach Litigation*, No. 16-md-02752-LHK (N.D. Cal.); *In re Equifax, Inc. Customer Data Security Breach Litigation*, No. 1:17-md-02800 (N.D. Ga.); *In re: U.S. Office of Personnel Management Data Security Breach Litigation,* 1:15-mc-01394-ABJ (D.D.C.); *Henderson v. Kalispell Regional Healthcare*, No. CDV-19-0761 (Montana Eighth Judicial Court – Cascade County); *Morrow v. Quest*, No. 2:17-cv-0948 (CCC) (JBC) (D.N.J.); *In re Google Plus Profile Litigation*, No. 5:18-cv-06164 EJD (N.D. Cal.); *Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute*, No. 8:20-cv-01798-CEH (M.D. Fla.); and *Kuss v. American HomePatient, Inc., et al.*, No. 8:18-cv-02348 (M.D. Fla.).

His experience in privacy litigation extends well beyond drafting pleadings, briefing legal disputes, and negotiating settlements. He has personally deposed dozens of corporate representatives, software engineers, and cyber professionals in major privacy cases such as *Brown v. Google*, *Capital One*, and *Facebook*. He has also deposed defense liability and damages experts in these (and other) cases and defended experts in those fields at deposition and in *Daubert* hearings. Mr. McGee cross-examined two (of four) technical witnesses during the hearing that resulted in the successful pursuit of multiple sanctions against Google.

Ryan studied business economics and history at the University of Florida, where he was a teaching assistant for technology classes in the business school, and received his law degree from Stetson University College of Law, where he was an editor on the *Stetson Law Review*, a research assistant for antitrust and consumer protection laws, and a teaching assistant for Stetson's trial advocacy program. He began his legal career as a state-appointed prosecutor, where he tried over 50 jury trials to verdict, mostly felonies, as well as a special prosecutor appointed to investigate police officers' deadly use-of-force and corruption within various law enforcement agencies. Ryan also served as a law clerk for two years for the Honorable Elizabeth A. Kovachevich, the former Chief United States District Judge, Middle District of Florida. Before joining Morgan & Morgan, Ryan's practice involved complex business disputes, antitrust, trade secret, data security, and class action investigations and defense-side litigation in state and federal courts across the country.

Ryan was admitted to the Florida Bar in 2009 and is also admitted to practice in the Northern, Middle, and Southern Districts of Florida; the District of Colorado; and the Ninth Circuit Court of Appeals.

Patrick Barthle. Mr. Barthle is the second-longest tenured attorney in the Class Action Department of Morgan & Morgan. He was born and raised in Dade City, Florida. He attended the University of Florida where he was admitted to the Honors Program and graduated, *cum laude*, with a double major in History and Criminology in 2009. While at UF, Patrick was inducted into the Phi Beta Kappa Honor Society and served as President of the Catholic Student Center. Patrick

attended Washington and Lee University School of Law, graduating *summa cum laude* in 2012; where he was a Lead Articles Editor for the Wash. & Lee Law Review, a member of the Order of the Coif and the Phi Delta Phi Legal Honor Society, and President of the W&L Law Families organization.

Before joining Morgan & Morgan in 2015, Patrick worked at one of the country's largest law firms, Greenberg Traurig, LLP, and then served as a judicial law clerk for two years to the Honorable Mary S. Scriven, United States District Judge, Middle District of Florida. Patrick has extensive privacy and consumer fraud class action experiencing, having actively participated in the following litigations: *In re: Capital One Consumer Data Security Breach Litigation,* No. 1:19-MD-2915-AJT (E.D. Va.); *In re: U.S. Office of Personnel Management Data Security Breach Litigation*, 1:15-mc-01394-ABJ (D.C.); *Torres v. Wendy's International, LLC*, No. 6:16-cv-210 (M.D. Fla.); *In Re: Equifax, Inc. Customer Data Security Breach Litigation*, 1:17-md-2800-TWT (N.D. Ga.); *In re The Home Depot, Inc. Customer Data Security Data Breach Litigation*, No. 1:14-md-02583-TWT (N.D. Ga.); *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, 16-md-02752-LHK (N.D. Cal.); and *Finerman v. Marriott Ownership Resorts, Inc.*, Case No.: 3:14-cv-1154-J-32MCR (M.D. Fla.).

Patrick has deep substantive experience in data breach cases. He has deposed multiple C-suite-level executives, prepared and examined expert witnesses, as well as briefed and argued motions for class certification and summary judgment in any number of data breach cases. For example, in *In re: Yahoo! Inc. Customer Data Security Breach Litigation,* Case No. 16-md-2752, (N.D. Cal.), a data breach class action involving approximately 3 billion Yahoo user accounts, Patrick was deeply involved in discovery, including with the depositions of multiple Chief Information Security Officers ("CISO") and other cybersecurity related witness, including the Chief Information Officer ("CIO"); as well as assisting with the reports, and defending the depositions, of Plaintiffs' cybersecurity and identity theft experts. Likewise, in the *In re Capital One Customer Data Security Breach Litigation*, Case No.: 1:19-md-2915 (E.D. Va.) case, Patrick was heavily involved in all aspects of discovery including drafting and arguing myriad motions to compel and the taking of various depositions, including multiple corporate representative witnesses for both Capital One and Amazon Web Services, as well as arguing and briefing summary judgment and class certification.

Patrick has been appointed as Co-Lead Counsel in multiple data breach class actions, including *McNally, et al. v. Infosys McAmish Sys., LLC*, 1:24-cv-00995 (N.D. Ga.); *Hernandez et al. v. Advance America, Cash Advance Centers, Inc. et al*, Case No. 7:23-cv-4256 (D. S.C.); *In re Great Expressions Data Security Incident Litigation*, Case No. 2:23-cv-11185 (E.D. Mich.); and *Trottier et al. v. Sysco Corp*., Case No. 4:23-cv-01818 (S.D. Tex.).

Apart from data privacy cases, Patrick has been appointed as Class Counsel in other consumer class action cases, including in *Swaney v. Regions*, Case No. 2:13-cv-00544-JHE (N.D. Ala.) (TCPA class action, Final Approval entered), *Peterson v. Apria Healthcare Group, Inc*., Case No. 6:19-cv-00856 (M.D. Fla.) (TCPA class action, Final Approval entered), and *Guidry v. Penn Credit*, Case No.: 6:19-cv-1936-Orl41LRH (M.D. Fla.) (TCPA class action, Final Approval entered); and in *Richards et al. v. Chime Financial, Inc., et al.*, Case No. 4:19-cv-06864 (N.D. Cal.), a case involving a payment disruption for certain payment card users.

Patrick is also no stranger to contested class certifications, having certified nationwide and multi-state classes in cases such as *Still v. Selene Finance, LP*, Case No. CJ-2013-51 (Okla. Dist. Ct, Nowata County) (multi-state certified class action concerning property inspections fees related to HUD-backed mortgages); and *Nolen et al. v. Fairshare Vacation Owners Association*, Case No. 6:20-cv-330-PGB-EJK (M.D. Fla.) (nationwide class certified concerning alleged breaches of fiduciary duties involving a Wyndham timeshare program).

Patrick was selected as Law360's Rising Star in the Cybersecurity & Privacy field for 2025, and as a Florida Super Lawyer Rising Star in 2019, 2020, and 2021 in the field of Class Actions. He is also active in speaking on privacy and class action topics, having spoken in June 2018, October 2022, and March 2023 at the NetDiligence Cyber Risk Summit on various privacy related topics; in November 2018 at the American Association for Justice's Advanced 30(b)(6) Seminar, on the topic of 30(b)(6) Depositions in in Data Breach Cases; in January 2019 at HarrisMartin's Marriott Data Breach Litigation Conference on the topic of damage models and settlements in data breach cases; and in October 2019 at the Mass Torts Made Perfect conference on Rule 23(c)(4) classes.

Mr. Barthle was admitted to the Florida Bar in 2012 and is also admitted to practice in the Middle District of Florida, the Southern District of Florida, the District of Colorado, the Northern District of Illinois, the Eastern District of Michigan, the Northern District of Oklahoma, the Southern District of Texas, and the Eleventh Circuit Court of Appeals.

Ron Podolny. Ron Podolny joined our Complex Litigation Group after practicing for 15 years in Canada, 10 of which were dedicated exclusively to representing the plaintiffs in class actions and mass torts. At Morgan & Morgan, his practice is focused on representing the plaintiffs in class actions arising out of data breaches, misleading advertising, defective consumer and pharmaceutical products and other matters.

Ron has served as an adjunct professor at the University of Toronto, Faculty of Law and Osgoode Hall Law School, York University. He speaks frequently in professional conferences on matters relating to class actions and commercial litigation. In particular, Ron has presented

repeatedly on cross-border class actions at the American Association for Justice conferences, across the U.S.

Ron has authored articles on a variety of topics in class actions and commercial litigation in leading industry and academic publications. His articles have been cited with approval by the courts, including the Supreme Court of Canada. He has been interviewed on legal matters in television, radio and print media.

In 2018, Ron was the recipient of the Precedent Setter Award, which recognizes lawyers called to the bar in the last 10 years who have shown excellence and leadership in their practice and their community. In 2019, Ron was the recipient of the "Lexpert Rising Stars Award: Leading Lawyers Under 40." In 2022, Ron was awarded the Osgoode Hall Law School Faculty Teaching and Service Award for his contribution to legal education as an Adjunct Professor. In 2023, Ron was recognized by Best Lawyers ™ in the category of Securities Law. This prestigious recognition is awarded on the basis of an exhaustive evaluation process of lawyers' professional expertise, in the form of a national peer-review survey. In 2024, Ron was recognized as Repeatedly Recommended (Class Actions) in the Canadian Legal Lexpert Directory.

Ron is called to the bars of New York and Ontario, and practices in the Tampa office.

Riya Sharma. Ms. Sharma is a dual-qualified attorney admitted to the Texas Bar and the New Delhi Bar, licensed to practice throughout India. After her Juris Doctor/B.A LL.B. from the Jindal Global Law School, she earned her LL.M. from the University of California, Berkeley, School of Law, where she graduated with High Honors in Information Privacy Law, Legal Research and Writing, Contract Law, Fundamentals of U.S. Law, and Legal Ethics and Compliance. She graduated from Berkeley as the highest performer in Contract Law. At Berkeley, she furthered her commitment to legal advocacy and served as a Pro-Bono Student Advocate with the Workers' and Tenants' Rights Clinic and contributed as a member of the Berkely Center for Law and Technology and the Privacy Lab, and also worked towards advancing the rights of women in Technology Law. Prior to obtaining her Masters in Law, Ms. Sharma worked as a Judicial Law Clerk to Justice Abdul S. Nazeer, a Judge of the Supreme Court of India, handling complex federal matters. Alongside her judicial clerkship, she collaborated with UNICEF to provide e-education to underprivileged children during the COVID-19 pandemic. Fluent in both English and Hindi, Ms. Sharma is also certified by the World Intellectual Property Organization for coursework in U.S Intellectual Property.

Colin Losey. Mr. Losey graduated from Rice University with a B.S. in Mechanical Engineering in 2018. In 2021, he received his law degree from the University of Chicago Law

School, where he received *pro bono* honors and participated extensively in the Mandel Legal Aid Clinic. During law school, Mr. Losey also completed an internship with the U.S. District Court for the District of Columbia. Mr. Losey began his legal career clerking on Maryland's highest court. Prior to joining Morgan & Morgan, Mr. Losey also clerked on the U.S. District Court for the Central District of California. While clerking, Mr. Losey analyzed a wide variety of civil and criminal motions and appeals.

Mr. Losey has been a member of the Maryland Bar since 2021 and the California bar since 2023. He is also admitted to practice in the U.S. District Court for the Central District of California.

Methvin, Terrell, Yancey, Stephens & Miller, P.C.

Firm Overview

The law firm of Methvin, Terrell, Yancey, Stephens & Miller, P.C. is a general, civil trial practice firm located in Birmingham, Alabama. The firm handles cases across the United States in conjunction with other law firms. Our attorneys are licensed to practice in Alabama, Georgia, Florida, Kentucky, Mississippi, Tennessee and West Virginia. The firm primarily represents consumers and small businesses in litigation. The practice areas include contract disputes, fraud, bad faith, personal injury, insurance law, commercial disputes, class actions and other complex litigation. Attorneys from our firm have been appointed class counsel in numerous statewide and nationwide class actions and have been appointed lead counsel or as a member of the Steering Committee in complex and multi-district litigation. The firm and its attorneys are included in Best Lawyers® rankings for the following practice areas: Commercial Litigation, Litigation - Insurance, Mass Tort Litigation / Class Actions, Personal Injury Litigation and Product Liability Litigation.

Attorney Bios

Robert G. Methvin, Jr. is the managing shareholder of Methvin, Terrell, Yancey, Stephens & Miller, P.C. He practices in the areas of Class Actions and Complex Litigation, Business Litigation, and Insurance and Annuity Litigation. He graduated from the University of Alabama with a Bachelor of Science degree in Finance in 1991, where he was a member of Jasons Senior Men's Honorary. He received his Juris Doctor from Cumberland School of Law at Samford University in 1994. While at Cumberland, he served as a member of the Trial Advocacy Board. Bob frequently lectures on business litigation and class action litigation. He also serves as consulting counsel and litigation counsel to a number of Alabama businesses.

Bob is a registered mediator with the Alabama Center for Dispute Resolution and has successfully mediated a wide variety of cases. He also serves as an arbitrator with the American Arbitration Association ("AAA"). He has an AV Peer Review Rating by Martindale-Hubbell. Bob has consistently been voted by his peers as one of the Top 50 Lawyers in Alabama by Super Lawyers and Business Alabama magazine and has also been repeatedly recognized in Best Lawyers for his work in commercial litigation, insurance litigation, mass torts, and class actions. Bob was honored to be elected to the Leadership Birmingham Class of 2023-24.

James M. Terrell is a shareholder in the law firm of Methvin, Terrell, Yancey, Stephens & Miller, P.C. He practices in the areas of class actions, complex litigation, business litigation and consumer protection. Jimbo is actively involved in the Alabama State Bar. He currently serves as a member of the Board of Bar Commissioners and is a past-president of the Young Lawyers Section. Jimbo is a graduate of the Alabama State Bar's Leadership Forum, former chair of its Pro Bono and Public Service Committee and previously served as a member of the Alabama Supreme Court Chief Justice's Commission on Professionalism.

Jimbo is a frequent lecturer on class actions and has co-authored chapters for the American Bar Association's Practitioner's Guide to Class Actions. He has been selected by Super Lawyers® for inclusion in its Alabama and Mid-South editions for the Class Action/Mass Torts practice area (2013–present) and has regularly been recognized by Super Lawyers® as one of the Top 50 Attorneys in Alabama.

Jimbo graduated from Birmingham-Southern College with a Bachelor of Arts degree in Political Science in 1995 and received his Juris Doctorate from the University of Alabama School of Law in 1998 where he served as a Senior Editor of the Alabama Law Review. At the University of Alabama School of Law, he also served as a member of the Jessup International Moot Court team and the John A. Campbell Moot Court Board. Jimbo is admitted to practice law in Alabama and Mississippi.

P. Michael Yancey is a shareholder at Methvin, Terrell, Yancey, Stephens & Miller, P.C. Michael's practice includes representing consumers and small businesses throughout the country in complex litigation involving claims of unfair and deceptive practices in the insurance and financial services industries, business-to-business disputes, fraud, insurance bad faith, and litigation concerning environmental issues.

Since 2019, Michael has been selected as a Super Lawyer® for Business Litigation, which recognizes no more than 5% of attorneys in the state. Since 2016, Michael has been recognized by Best Lawyers® for his work in Commercial Litigation, Litigation – Insurance, Mass Tort Litigation / Class Actions – Plaintiffs. Michael is also a registered mediator on the Alabama State Court Mediator Roster.

Michael is a graduate of Cumberland School of Law at Samford University located in Birmingham, Alabama and is admitted to practice law in Alabama, Mississippi, and Kentucky.

J. Matthew Stephens is a shareholder in the law firm of Methvin, Terrell, Yancey, Stephens & Miller, P.C. Matt regularly represents consumers and small businesses in complex litigation and class actions who have been financially harmed by a corporation's deceptive and unfair trade practices. For example, Matt dedicates much of his time challenging companies who charge consumers line-item fees that are not what they purport to be. Matt also frequently advocates for victims of Fair Credit Reporting Act or Telephone Consumer Protection Act abuses and has lectured on these topics to fellow lawyers.

Since 2021, Matt has been recognized by Best Lawyers® for his work in Commercial Litigation, Mass Tort Litigation / Class Actions – Plaintiffs, and Product Liability Litigation – Plaintiffs. Since 2019, Matt has been selected as a Super Lawyer® for Consumer Law, which recognizes no more than 5% of attorneys in the state. He has an AV Preeminent® rating, which is the highest peer rating standard by Martindale-Hubbell.

Matt is admitted to practice law in Alabama, Florida, and Mississippi. He received his Juris Doctor, cum laude, from Cumberland School of Law at Samford University where he served as a member of the Trial Advocacy Board and the Cumberland Law Review. Matt received his Bachelor of Arts degree in History from Auburn University.

Rodney E. Miller is a shareholder at Methvin, Terrell, Yancey, Stephens & Miller, P.C. Rodney primarily represents families in wrongful death actions and individuals suffering from life-altering catastrophic injuries as a result of another's carelessness. He has also successfully litigated numerous class actions, business disputes, and consumer fraud cases across the country. Rodney has handled jury trials in many different areas, ranging from wrongful death to securities fraud, and participated in over 30 arbitrations. Rodney obtained a $3 million verdict in a jury trial involving a client who was injured after being struck by an electric pallet jack.

Since 2021, Rodney has been selected as a Super Lawyer® for General Litigation, which recognizes no more than 5% of attorneys in the state. Since 2019, Rodney has been recognized by Best Lawyers® for his work in Commercial Litigation, Litigation – Insurance, Mass Tort Litigation / Class Actions – Plaintiffs, and Personal Injury Litigation – Plaintiffs.

Rodney is a graduate of Samford University's Cumberland School of Law and Auburn University at Montgomery. After graduating from Cumberland, Rodney began his legal career at Methvin Terrell, P.C. He is admitted to practice law in Alabama, West Virginia, Georgia, and Tennessee.

Courtney Cooper Gipson is a shareholder in the law firm of Methvin, Terrell, Yancey, Stephens & Miller, P.C. Courtney represents individuals and small businesses across the nation in the areas of complex litigation, class actions, and consumer protection. She regularly brings claims against large corporations who have engaged in unfair or deceptive conduct. Courtney has experience litigating in both state and federal courts as well as several arbitration forums, including JAMS, FINRA, and the AAA.

Courtney was nominated by her peers as a Best Lawyers® "One to Watch" in Mass Tort Litigation / Class Actions – Plaintiffs. Since 2019, she has also been selected as a Mid-South Rising Star by Super Lawyers® for Class Action/Mass Torts, which recognizes no more than 2.5% of attorneys in the state. An avid writer, Courtney co-authored a chapter of the American Bar Association's Practitioner's Guide to Class Actions in 2021.

Courtney received her Juris Doctor, cum laude, from the University of Alabama School of Law where she served on the *Alabama Law Review*, Campbell Moot Court Board, and Jessup International Law Moot Court Team. Courtney obtained her undergraduate degree, summa cum laude, in broadcast news and political science from the University of Alabama.

Courtney is admitted to practice in Alabama and is an active member of the Birmingham Bar Association and the Alabama Association for Justice.

Brooke B. Rebarchak is an associate at Methvin, Terrell, Yancey, Stephens & Miller, P.C. Brooke's practice focuses primarily on complex litigation, class actions, consumer protection, and personal injury. She has litigated a variety of cases in state and federal courts as well as arbitration forums. For example, she spent over two years representing individuals across the Southeast who were attending a for-profit college when it abruptly closed. She regularly represents victims of identity theft and Fair Credit Reporting Act abuses. After her client was injured, Brooke helped him recover a $3 million verdict in Sumter County, Alabama.

Recently, Brooke was nominated by her peers as a Best Lawyers® "One to Watch" in Mass Tort Litigation / Class Actions – Plaintiffs. Since 2021, Brooke has been selected as a Mid-South Rising Star by Super Lawyers® for Class Action/Mass Torts, which recognizes no more than 2.5% of attorneys in the state. Brooke is heavily involved in the Alabama State Bar and Birmingham Bar Associations. She has served in leadership roles for both organizations while also being active in other groups and nonprofits throughout her community.

Brooke is admitted to practice in Alabama. She received her Juris Doctor from Samford University's Cumberland School of Law. During law school, Brooke served on the American Journal of Trial Advocacy and was selected by faculty to serve as a Judge Abraham Caruthers Fellow. Prior to attending law school, Brooke obtained her Bachelor of Arts degree in English from Birmingham-Southern College.

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CIRCUIT COURT OF
TUSCALOOSA COUNTY, ALABAMA
MAGARIA HAMNER BOBO, CLERK

IN THE CIRCUIT COURT OF TUSCALOOSA COUNTY, ALABAMA

RYAN EARNESTINE,	)	
BENSON DOROTHY,	)	
HARRISON MICHAEL,	)	
CARSON ALLAN ET AL,	)	
Plaintiffs,	)	
	)	
V.	)	Case No.: CV-2025-900067.00
	)	
PECO FOODS INC.,	)	
Defendant.	)	

PROPOSED ORDER

ORDER GRANTING PLAINTIFFSâ€™ UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

This matter came before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant. The Settlement Agreement with accompanying exhibits is attached as Exhibit A to the Motion.

In December 2023, Defendant experienced a Data Breach in which unauthorized actors gained access to its network and computer systems. On October 18, 2024, Plaintiffs filed a Consolidated Complaint against Defendant in the United States District Court for the Northern District of Alabama. Subsequently, Plaintiffs voluntarily dismissed their federal action and filed the operative First Amended Class Action Complaint ("Complaint") in the Circuit Court of Tuscaloosa County, Alabama on September 5, 2025. The Complaint asserts several causes of action, all of which allegedly arise from the Data Breach. The Complaint alleges that Defendant failed to properly secure personal identifiable information, which resulted in the unauthorized disclosure of Plaintiffs' and other individuals' private information. Defendant denies any

wrongdoing.

Plaintiffs and Defendant, through their counsel, have entered into a Settlement Agreement following good faith arm's-length negotiations. The Settling Parties have agreed to settle this Litigation, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the settlement which, if approved, will result in the dismissal of the Litigation with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement is granted as set forth herein.

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1. <u>Class Certification for Settlement Purposes Only.</u> For settlement purposes only and pursuant to Ala. R. Civ. P. 23, *et seq*., the Court provisionally certifies a Settlement Class in, this matter defined as follows:

> **all individual U.S. residents whose PII was accessed and/or acquired in the Data Breach that is the subject of the Notice of Data Breach that Defendant sent to Plaintiffs and Settlement Class Members on or around July 24, 2024.**

The Settlement Class specifically excludes: (1) the Judge presiding over the Litigation, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members and shareholders of Peco; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Breach or who pleads nolo contendere to any such charge.

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class members would be impracticable; (b) there

are issues of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class members; (d) Plaintiffs and Proposed Class Counsel will fairly and adequately protect the interests of the Settlement Class as Plaintiffs have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Plaintiffs predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

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2. **Class Representatives and Settlement Class Counsel:** Earnestine Ryan, Dorothy Benson, Michael Harrison, Allan Carson, Arthur Hughes, Crystal Hargrave, Jason Duncan, Felicia Patrick, and Anjessica Caldwell are hereby provisionally designated and appointed as Representative Plaintiffs. The Court provisionally finds that the Representative Plaintiffs are similarly situated to absent Settlement Class Members and therefore will be adequate class representatives.

The Court also finds Plaintiffs' counsel is experienced and adequate and is hereby provisionally designated as Class Counsel: Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley, & Mann P.C., James M. Terrell of Methvin, Terrell, Yancey, Stephens & Miller, P.C., and Patrick A. Barthle II of Morgan & Morgan.

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

4. **Jurisdiction:** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Settling Parties before it for the purposes of the settlement. Additionally, venue is proper in this Court as a substantial portion of the acts and transactions complained of occurred in Tuscaloosa County and Defendant conducts substantial business throughout Tuscaloosa County.

5. **Final Fairness Hearing:** A Final Fairness Hearing shall be held on [TO BE INSERTED BY THE COURT], 2026, at [TO BE INSERTED BY THE COURT] a.m./p.m. in the Circuit Court of Tuscaloosa County, Alabama, or remotely if so set by the Court, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Ala. R. Civ. P. 23, *et seq.*; (b) the settlement should be finally approved as fair, reasonable, and adequate pursuant to Ala. R. Civ. P. 23, *et seq.*; (c) the Litigation should be dismissed with prejudice pursuant to the terms of the settlement; (d) Settlement Class Members should be bound by the Release set forth in the Settlement Agreement; and (e) the motion for final approval and application for attorneys' fees, costs, and service awards should be granted.

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Plaintiffs' motion for attorneys' fees, costs, and service awards shall be filed with the Court no later than 14 days prior to the objection/exclusion deadline, and Plaintiffs' motion for final approval of the settlement shall be filed with the Court no later than 14 days before the initial Final Fairness Hearing. No later than 14 days before the initial Final Fairness Hearing, the Settling Parties shall also file responses, if any, to any objections, and any replies in support of final approval of the settlement and/or the application for attorneys' fees, costs, and service awards.

6. **Administration:** The Court appoints Eisner Advisory Group LLC as the Claims

Administrator, with responsibility for Notice and Claims Administration and to fulfill the duties of the Claims Administrator set forth in the Settlement Agreement. All Notice and Administration Costs shall be paid by Defendant.

7. **Notice to the Class:** The proposed Notice Program set forth in the Settlement Agreement including the Short Form Notice, Long Form Notice, and the Claim Form attached to the Settlement Agreement as Exhibits 1, 2, and 3 satisfy the requirements of Ala. R. Civ. P. 23(c)(2), *et. seq*., provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these exhibits may be made without further order from the Court. The Claims Administrator is directed to carry out the Notice Program in conformance with the Agreement.

By 30 days following Preliminary Approval, the Claims Administrator shall complete the Notice Program in the manner set forth in the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice:** The Court finds that the form content, and method of giving notice to the Settlement Class as described in the Settlement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action; the terms of the proposed settlement, and their rights under the proposed settlement, including, but not limited to, their rights to object or opt-out from the proposed settlement and other rights under the terms of the settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice. As such, the Court concludes that the Notice Program meets all applicable requirements of law and the Due Process Clause(s) of the Alabama and United States Constitution. The Court further finds that the Notice is written in plain language, uses simple

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terminology, and is designed to be readily understandable by Settlement Class Members.

9. **Exclusion from Class:** Each Settlement Class member 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. The written notice must clearly manifest an intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement. To be effective, written notice must be postmarked no later than 60 days after the Class Notice Date.

Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and Defendant's counsel a complete list of all timely and valid requests for exclusion. No later than 14 days prior to the Final Fairness Hearing, Proposed Class Counsel shall file the list of exclusions with the Court for purposes of being attached to the Judgment to be entered upon final approval.

Any Settlement Class Member who does not timely and validly opt-out of settlement shall bound by the terms of the settlement. If a Final Approval Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid notice to opt-out of 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 Persons relating to the claims and transactions released in the settlement. All Settlement Class Members who submit valid and timely notices to opt-out of the settlement shall not be entitled to receive any benefits of the settlement.

10. **Objections and Appearances:** A Settlement Class Member who complies with the requirements of this paragraph may object to the settlement or the application for

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attorneys' fees, costs, and service awards.

Each Settlement Class Member desiring to object shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the name or caption of this Litigation; (ii) the objector's full name, address, telephone number, and e-mail address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (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; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a statement identifying all class action settlements objected to by the objector in the previous 5 years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court and contain the case name and docket number, no later than 60 days after the Class Notice Date and served concurrently therewith on Proposed Class Counsel and counsel for Defendants.

PROPOSED ORDER

Any Settlement Class Member who fails to comply with the requirements for objecting in the Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the settlement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection, as described above, may appear at the Final Fairness Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the settlement or the application

for attorneys' fees, costs, and service awards. If the objecting Settlement Class Member intends to appear at the Final Fairness Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Fairness Hearing. If the objecting Settlement Class Member intends to request the Court for permission to call witnesses at the Final Fairness Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness's expected testimony by the Objection Date.

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 action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the settlement or application for attorneys' fees, costs, and service awards.

PROPOSED ORDER

11. <u>Claims Process and Distribution and Allocation Plan:</u> Proposed Class Counsel and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in the Settlement Agreement and directs that the Claims Administrator effectuate the distribution of settlement consideration according to the terms of the settlement, should the settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Approval Order and Judgment are 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, the Release included in that settlement, and the Final Approval Order and Judgment.

12. **Termination of Settlement:** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Settling Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the settlement if the settlement is not finally approved by the Court or is terminated in accordance with the settlement. In such event, the 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 Preliminary Approval Order, relating to the settlement shall he used or referred to for any purpose whatsoever.

13. **Use of Order:** This Preliminary Approval Order shall be of no force or effect if Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Plaintiffs 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.

14. **Stay of Proceedings:** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Fairness Hearing and issuance of the Final Approval Order and Judgment, or until further order

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of this Court.

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

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

Class Notice Date: 30 days after the date of entry of the Order granting Preliminary Approval

Motion for Attorney's Fees, Costs, and Service Awards: 14 days prior to the objection/exclusion deadline

Opt-Out Date: 60 days after the Class Notice Date

Objection Date: 60 days after the Class Notice Date

Motion for Final Approval: 14 days prior to the Final Fairness Hearing

Claim Deadline: must be postmarked or electronically submitted to the Claims Administrator within 90 days after the Class Notice Date

Final Fairness Hearing: [TO BE SET BY THE COURT; AT LEAST 120 DAYS FROM ENTRY OF THIS ORDER] ,2026

PROPOSED ORDER

DONE this[To be filled by the Judge].

/s/[To be filled by the Judge]
CIRCUIT JUDGE