

**IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA**

THOMAS FUCHS and BROOKE FUCHS,
*individually and on behalf of all others
similarly situated,*

Plaintiffs,

v.

**RÖDL MANAGEMENT, INC. d/b/a RÖDL
& PARTNER,**

Defendant.

Case No. 25EV012126

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into by and between Thomas Fuchs and Brooke Fuchs (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through Settlement Class Counsel (as defined below), and Defendant Rödl Management, Inc. d/b/a Rödl Partner (“Defendant”), in order to affect a full and final settlement and dismissal with prejudice of all claims against Defendant alleged in the above-captioned litigation on the terms set forth below and to the full extent reflected herein. Capitalized terms shall have the meaning ascribed to them in Section II.1 of this Settlement Agreement.

I. RECITALS

1. The Litigation

On or around February 9, 2024, Defendant was alerted that suspicious activity on its network systems was occurring. Defendant subsequently launched an investigation and worked with third-party forensic specialists to determine the full nature and scope of the event. This investigation determined that the unauthorized actor was able to potentially access information belonging to Plaintiffs and Settlement Class Members in Defendant’s systems between

approximately January 30th, 2024 and February 9th, 2024 (the “Data Security Incident”). After reviewing the potentially impacted data, Defendant confirmed that certain personally identifiable information, including full names, Social Security numbers, dates of birth, and financial account information was included in the impacted data. Defendant notified Plaintiffs and the Settlement Class about the Data Security Incident on or about April 2, 2025. Upon receiving formal notice of the Data Security Incident, Plaintiff Thomas Fuchs commenced a class action lawsuit in federal court, alleging Defendant failed to sufficiently protect his Private Information.

Following the filing of Plaintiff Thomas Fuchs’ amended complaint and Defendant’s subsequent motion to dismiss the Federal Action, counsel for the Parties began to exchange information and discuss resolving the litigation. The Parties engaged in months of arm’s-length negotiations and ultimately reached an agreement in principle to settle all claims on a class-wide basis in October 2025, following a mediation with experienced data breach class action mediator Bruce Friedman. As part of these settlement discussions, Plaintiffs dismissed the Federal Action, and the operative Complaint, adding additional Plaintiff Brooke Fuchs, was filed before the State Court of Fulton County in the above-captioned matter.

2. Claims of Plaintiffs and Benefits of Settling

Plaintiffs believe that the claims asserted in the Lawsuit (as defined below), as set forth in the Complaint (as defined below), have merit. Plaintiffs and Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Lawsuit against Defendant through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Settlement Class Counsel are experienced in class action litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Lawsuit. They have determined that the settlement set forth

in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

3. Denial of Wrongdoing and Liability

Defendant denies each and all of the claims and contentions alleged against it in the Lawsuit. Defendant denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit, including all claims and allegations of injury(ies) arising out of the Data Security Incident. Nonetheless, Defendant has concluded that further defense of the Lawsuit would be protracted and expensive, and that it is desirable that the Lawsuit be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Defendant has taken into account the uncertainty and risks inherent in any litigation. Defendant has, therefore, determined that it is desirable and beneficial that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

II. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Settlement Class Counsel, and Defendant that, subject to the approval of the Court, the Lawsuit and the Released Claims (as defined below) shall be finally and fully compromised, settled, and released, and the Lawsuit shall be dismissed with prejudice as to the Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. DEFINITIONS.

As used in this Settlement Agreement and its exhibits, the following terms have the meanings specified below:

1.1 “*Claims Administration*” means the processing and payment of claims received from Settlement Class Members by the Settlement Administrator.

1.2 “*Claim Deadline*” means a date certain, which is to be set forth in the Notice and which shall be no more than ninety (90) Days from the date Notice is mailed to Settlement Class Members.

1.3 “*Claim Form*” means the form, attached as **Exhibit C** to this Settlement Agreement, which Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall require an actual or electronic sworn signature but shall not require a notarization or any other form of verification.

1.4 “*Complaint*” means the Class Action Complaint filed by Plaintiffs in the Lawsuit.

1.5 “*Court*” means the State Court of Fulton County, Georgia.

1.6 “*Data Security Incident*” means the cyberattack incident allegedly involving Plaintiffs’ and Settlement Class Members’ Private Information suffered by Defendant between approximately January 30th, 2024 and February 9th, 2024.

1.7 “*Days*” means calendar days, except, when computing any period of time prescribed or allowed by this Settlement Agreement, does not include the day of the act, event, or default from which the designated period of time begins to run. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, include the last day of the period, unless it is a Saturday, a Sunday, or a Federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or Federal legal holiday.

1.8 “*Defendant*” means Rödl Management, Inc. d/b/a Rödl & Partner.

1.9 “*Defendant’s Counsel*” means Mullen Coughlin LLC and its attorneys.

1.10 “*Effective Date*” means the date defined in Paragraph 14.1 of this Settlement Agreement.

1.11 “*Final*” means that all of the following events have occurred: (a) the settlement pursuant to this Settlement Agreement is approved by the Court; (b) the Court has entered the Final Order and Judgment; and (c) either (i) no appeal has been taken from the judgment as of the date on which all times to appeal or seek permission to appeal therefrom have expired, or (ii) if an appeal or other review proceeding of the judgment has been commenced, such appeal or other review is finally concluded and no longer is subject to further review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects. Notwithstanding the above, any order modifying or reversing any Service Award or award of attorneys’ fees or expenses shall not affect whether a judgment in this matter is Final or any other aspect of the judgment.

1.12 “*Final Approval Hearing*” means the hearing in the Lawsuit at which the Court considers final approval of this Settlement and the entry of the Final Order and Judgment.

1.13 “*Final Order and Judgment*” means the final judgment and order of dismissal with prejudice to be entered in the Lawsuit in connection with the approval of the Settlement after the Final Approval Hearing.

1.14 “*Lawsuit*” means the above-captioned lawsuit, styled *Thomas Fuchs and Brooke Fuchs v. Rodl Management, Inc. d/b/a Rodl & Partner*, Fulton County State Court, Case No. 25EV012126.

1.15 “*Notice*” means the written notice attached as **Exhibits A** and **B** to this Settlement Agreement, which will be sent or published to Settlement Class Members pursuant to the proposed Preliminary Approval Order.

1.16 “*Notice and Claims Administration Costs*” means actual costs associated with or arising from providing notice to Settlement Class Members and performing Claims Administration in connection with the Settlement.

1.17 “*Notice Program*” means the notice program described in Section 5.

1.18 “*Parties*” means Plaintiffs, individually and on behalf of the Settlement Class, and Defendant, collectively.

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

1.20 “*Plaintiffs*” means Thomas Fuchs and Brooke Fuchs, collectively.

1.21 “*Preliminary Approval Date*” means the date on which the Preliminary Approval Order is entered by the Court.

1.22 “*Preliminary Approval Order*” means the order preliminarily approving the Settlement and providing for Notice to the Settlement Class, substantially in the form as shown in **Exhibit D** attached to this Settlement Agreement.

1.23 “*Private Information*” shall mean “*Personally Identifiable Information*” and includes, but is not limited to, full names, dates of birth, Social Security numbers, Social Security number references, and financial account information.

1.24 “*Related Entities*” means Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of Defendant’s and their respective predecessors, successors, assigns, Board of Trustees, and the present and former directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Lawsuit, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, or aiding or abetting the criminal activity associated with the Data Security Incident or who pleads *nolo contendere* to any such charge.

1.25 “*Released Claims*” means any and all past, present, and future claims, causes of action, counterclaims, lawsuits, rights, demands, charges, complaints, actions, obligations, or liabilities under any legal or equitable theory, whether known, unknown, suspected, or unsuspected or capable of being known or suspected, and whether, accrued, unaccrued, matured, or not matured, including, but not limited to, negligence, negligence *per se*, breach of implied contract, unjust enrichment, intrusion into private affairs / invasion of privacy, and any other state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, and any causes of action under 18 U.S.C. §§ 2701 *et seq.*, and all similar statutes in effect in any states in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees, costs and expenses, set-offs, losses, 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 any Settlement Class Member against any of the Released Persons based on, relating to, concerning, or arising out of the Data Security Incident and alleged exposure and compromise of any Settlement Class Member's private information and/or personally identifiable information, or any other allegations, facts, or circumstances described in the Lawsuit or the Complaint. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of Persons who have timely and validly requested exclusion from the Settlement Class pursuant to the opt-out procedures set forth in this Settlement Agreement.

1.26 “*Released Persons*” means Defendant, the Related Entities, and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, assigns, owners, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.27 “*Service Award*” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this litigation.

1.28 “*Settlement*” means the settlement of the Lawsuit upon the terms and conditions set forth in this Settlement Agreement.

1.29 “*Settlement Administrator*” means Analytics LLC or another company experienced in administering class action claims generally and specifically those of the type provided for and made in Lawsuit, if jointly agreed upon by the parties and approved by the Court.

1.30 “*Settlement Agreement*” and “*Agreement*” mean this Settlement Agreement, including all exhibits hereto.

1.31 “*Settlement Class*” means all persons Defendant identified as being among those individuals impacted by the Data Security Incident, including all who were sent a notice of the Data Security Incident.

1.32 “*Settlement Class Counsel*” shall mean Milberg Coleman Bryson Phillips Grossman, PLLC.

1.33 “*Settlement Class Members*” means all persons who fall within the definition of the Settlement Class.

1.34 “*Settlement Class Representatives*” means Thomas Fuchs and Brooke Fuchs, collectively.

1.35 “*Settlement Website*” means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, Notice, and Claim Form, among other things.

1.36 “*United States*” includes all fifty (50) States, the District of Columbia, and all United States Territories.

2. CLASS CERTIFICATION

2.1 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Defendant agrees to stipulate to the certification of the Settlement Class and will not oppose Plaintiffs’ request for certification.

2.2 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Defendant stipulates that Plaintiffs are adequate representatives of the Settlement Class, and that Settlement Class Counsel are adequate counsel for the Settlement Class.

2.3 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, shall be vacated, and the Lawsuit shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Party's position on the issue of class certification or any other issue. The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved. In the event of non-approval, termination, or cancellation of this Settlement Agreement, Defendant or its insurer(s) shall be responsible for administration and notification costs incurred, if any, but shall have no other payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement.

3. SETTLEMENT BENEFITS.

Subject to the terms of this Settlement Agreement, Defendant or its insurer(s) shall make available the following compensation to Settlement Class Members:

3.1 Monetary Compensation for Losses: Settlement Class Members who submit a valid and timely Claim Form may choose to receive either (1) compensation under any and/or all applicable claim categories described in Paragraph 3.2, or (2) the Alternative Cash Payment described in Paragraph 3.3.

3.2 Compensation for Documented Losses: Settlement Class Members who submit a valid and timely Claim Form for documented losses may choose from any and/or all applicable claim categories described in this Paragraph. 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. The Settlement Class Member

must submit reasonable documentation that the ordinary losses or extraordinary losses, expenses, and charges claimed were both actually incurred and plausibly arose from the Data Security Incident. Failure to provide supporting documentation shall result in a denial of a claim. Claims will be subject to review for completeness and plausibility by the Settlement Administrator. The overall compensation cap for any individual claimant is four hundred dollars (\$400.00) for all amounts claimed in Claim Category A, and four thousand dollars (\$4,000.00) for all amounts claimed in Claim Category B.

(a) Claim Category A: Compensation for Ordinary Losses. Settlement Class Members will be eligible for compensation for unreimbursed ordinary losses, as defined below, up to a total of four hundred dollars (\$400.00) per claimant, upon submission of a valid Claim Form and supporting third-party documentation, if applicable. Ordinary losses may include (i) out-of-pocket expenses incurred as a result of the Data Security Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; (ii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between January 30, 2024 and the Claim Deadline; and (c) up to four (4) hours of lost time spent dealing with the Data Security Incident, compensated at a rate of twenty dollars per hour (\$20/hour), if at least one (1) full hour was spent dealing with the Data Security Incident, provided that the claimant certifies that the lost time was spent in response to the Data Security Incident, and provides a written description of how the time was spent as set out in the Claim Form, which is attached as **Exhibit C** to this Agreement. The maximum amount any one claimant may recover under Claim Category A is four hundred dollars (\$400.00).

3.3 Claim Category B: Compensation for Extraordinary Losses. Settlement Class Members will be eligible for compensation for extraordinary losses, including proven actual monetary losses, upon submission of a valid Claim Form, provided that: (i) the loss is an actual, documented with third-party documentation, and unreimbursed monetary loss arising from fraud or identity theft; (ii) the loss from fraud or misuse was more likely than not caused by the Data Security Incident; (iii) the actual misuse or fraud loss is not already covered by one or more of the ordinary loss compensation categories under Claim Category A; (iv) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance; and (v) the actual misuse or fraud loss occurred between the date that the Data Security Incident began (January 30, 2024) and the Claim Deadline. The maximum amount any one claimant may recover under Claim Category B is four thousand dollars (\$4,000.00). Alternative Cash Payment. In lieu of the benefits described in Paragraph 3.2, Settlement Class Members may elect to receive an Alternative Cash Payment of fifty dollars (\$50.00) upon submission of a valid Claim Form.

3.4 Credit Monitoring Services. All Settlement Class Members may claim three years of credit monitoring services upon submission of a valid Claim Form. If the Settlement is ultimately approved, Settlement Class Members making a claim for the credit monitoring will be provided with a code required to activate the credit monitoring within 180 Days from the date that the activation code is sent. The credit monitoring will provide Settlement Class Members with single-bureau credit monitoring. Defendant will pay for the credit monitoring services separate and apart from the Aggregate Cap on monetary recovery described in Paragraph 3.5 below.

3.5 Caps on Monetary Recovery by the Settlement Class.

(a) The monetary recovery of the Settlement Class set forth in Paragraphs 3.2(a)-(b) above is subject to an Aggregate Cap of five-hundred thousand dollars (\$500,000.00). Payments to Settlement Class Members who submit a valid Claim, for documented or attested losses, shall be reduced on a *pro rata* basis according to the number of Claims made if the total exceeds the overall five-hundred thousand-dollar (\$500,000.00) Aggregate Cap. In determining if any cap described by this Paragraph must be applied, neither the costs of the credit monitoring services described in Paragraph 3.2(d), any Notice and Claims Administration Costs, the amount of any attorney's fees and expenses granted by the Court, the amount of any Service Award(s) granted by the Court, nor any other amount apart from the monetary payments due to Settlement Class Members who submit a valid Claim Form under this Agreement shall be considered.

(b) The monetary recovery of the Settlement Class for the Alternative Cash Payment, as set forth in Paragraph 3.3 above, is subject to a 5% maximum cap. Payments to Settlement Class Members who submit a valid Claim for an Alternative Cash Payment shall be reduced on a *pro rata* basis according to the number of Claims made if the percentage of Class Members who submit a valid claim exceeds 5%. In determining if any cap described by this Paragraph must be applied, neither the costs of the credit monitoring services described in Paragraph 3.2(d), any Notice and Claims Administration Costs, the amount of any attorney's fees and expenses granted by the Court, the amount of any Service Award(s) granted by the Court, nor any other amount apart from the monetary payments due to Settlement Class Members who submit a valid Claim Form under this Agreement shall be considered.

3.6 Defendant agrees to take reasonable measures to secure and keep confidential the Private Information of its current and former employees and customers still in its possession. Defendant agrees to pay for such remedial costs separate and apart from other settlement benefits. Due to the highly confidential nature of the measures to be undertaken, Defendant has provided or will provide Class Counsel with a confidential declaration detailing these measures and will make such declaration available to the Court upon request.

3.7 Settlement Class Counsel shall apply to the Court for an award of attorney's fees and costs in an amount not to exceed two hundred thousand dollars (\$200,000.00), which are to be paid separate and apart from any other sums agreed to under this Settlement Agreement. Settlement Class Counsel shall also apply to the Court for a Service Award to each Plaintiff in an amount not to exceed two thousand and five hundred dollars (\$2,500.00), which is to be paid separate and apart from any other sums agreed to under this Settlement Agreement.

4. SETTLEMENT ADMINISTRATION.

4.1 All Notice and Claims Administration Costs will be paid by Defendant or its insurer(s).

4.2 The Parties have agreed to request that the Court appoint Analytics LLC as Settlement Administrator. Once approved by the Court, the Settlement Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require.

4.3 The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court. The Settlement Administrator may request the assistance of the Parties to facilitate providing Notice and to accomplish such other purposes as may be approved by Defendant's Counsel and Settlement Class Counsel. The Parties shall reasonably cooperate with such requests.

4.4 The Settlement Administrator will administer and update the Settlement Website in accordance with the terms of this Settlement Agreement. The Settlement Website will provide a means for the Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

4.5 The Settlement Administrator will conduct Claim Administration in accordance with the terms of the Settlement Agreement, and any additional processes agreed to by Settlement Class Counsel and Defendant's Counsel, and subject to the Court's supervision and direction as circumstances may require.

4.6 To make a claim for monetary compensation, a Settlement Class Member must complete and submit a valid, timely Claim Form. Claim Forms shall be submitted by U.S. mail or electronically through the Settlement Website and must be postmarked or submitted no later than the Claim Deadline.

4.7 The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted for timeliness, completeness, and validity.

4.8 The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Paragraph 3.2 above; and (3) when applicable, the information submitted could lead a reasonable person to conclude that the

claimant is eligible for the category and/or amount for which a claim is submitted (collectively, “Facially Valid”). The Settlement Administrator may, at any time, request from the claimant, in writing, additional information (“Claim Supplementation”) as the Settlement Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, available insurance or other sources of reimbursement, the status of any claims made for insurance benefits or other reimbursement, and claims previously made for identity theft and the resolution thereof.

4.9 The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (i) one hundred and eighty (180) Days after the Effective Date or (ii) the date all Claim Forms have been fully processed. Claim Forms and supporting documentation may be provided to the Court upon request and to Settlement Class Counsel and/or Defendant’s Counsel to the extent requested or necessary to resolve Claims Administration issues pursuant to this Settlement Agreement. The Parties or the Settlement Administrator will provide other reports or information as requested by the Court.

4.10 Subject to the terms and conditions of this Settlement Agreement, Defendant or its insurer shall transmit all approved claimant compensation funds to the Settlement Administrator within thirty (30) days of the Effective Date, and the Settlement Administrator shall mail or otherwise provide checks for approved Claims within thirty (30) Days of receipt of funds from Defendant or within sixty (60) Days of the date that the Claim is approved, whichever is later.

4.11 Checks for approved Claims shall be mailed to the address provided by the Settlement Class Member on his or her Claim Form.

4.12 Cashing a check for an approved Claim is a condition precedent to any Settlement Class Member’s right to receive benefits under this Settlement Agreement. All checks issued under

this Paragraph shall be void if not negotiated within ninety (90) Days of their date of issue and shall bear the language: “This check must be cashed within ninety (90) Days, after which time it is void.” Checks issued pursuant to this Paragraph that are not negotiated within ninety (90) Days of their date of issue shall not be reissued. If a Settlement Class Member fails to cash a check issued under this Paragraph before it becomes void, 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 under the Settlement shall be extinguished, and Defendant shall have no obligation to make payments to the Settlement Class Member for compensation or loss reimbursement under Paragraphs 3.2 and 3.3 or to make any other type of monetary relief to the Settlement Class Member. Such Settlement Class Member remains bound by all terms of the Settlement Agreement.

4.13 The settlement funds and benefits that Defendant shall create or provide will not be subject to any non-claim statutes or any possible rights of forfeiture or escheat. All monies that might be paid are not vested, contingently due, or otherwise monies in which a Settlement Class Member has an enforceable right and shall remain the property of Defendant and its insurer until all conditions for payment have been met. No interest shall accrue or be payable in connection with any payment due under this Settlement Agreement.

4.14 Information submitted by Settlement Class Members in connection with submitted claims for benefits under this Settlement Agreement shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant’s Counsel.

5. NOTICE TO SETTLEMENT CLASS MEMBERS.

5.1 The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

5.2 Notice shall be provided to Settlement Class Members via: (1) direct notice; and (2) notice on the Settlement Website.

5.3 Within seven (7) Days of the entry of the Preliminary Approval Order and engagement of a Settlement Administrator, Defendant shall provide the Settlement Administrator with the names and mailing addresses of the Settlement Class Members whose mailing addresses are known to Defendant. The Settlement Administrator shall, by using the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“Postal Service”), obtain updates, if any, to the mailing addresses.

5.4 Within thirty (30) Days of the entry of the Preliminary Approval Order (the “Notice Deadline”), the Settlement Administrator shall send the Notice in **Exhibit A** to all Settlement Class Members for whom valid addresses are known to Defendant by first-class U.S. mail.

5.5 If any Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall remail the Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Where the undeliverable Notice is returned without a forwarding address, the Settlement Administrator shall make reasonable efforts to ascertain the correct address of the Settlement Class Member whose Notice was returned undeliverable and remail the Notice. Other than as set forth in the preceding sentence, neither the Parties nor the Settlement Administrator shall have any obligation to remail a Notice to a Settlement Class Member.

5.6 The Notice mailed to Settlement Class Members will consist of a Short Form Notice (defined below) in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel

and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court.

5.7 No later than thirty (30) Days following entry of the Preliminary Approval Order, and prior to the mailing of the Notice to Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the Complaint, the Short Form Notice, the Long Form Notice (defined below and substantially similar to that attached hereto as **Exhibit B**), and the Claim Form (in a form substantially similar to that attached hereto as **Exhibit C**), as approved by the Court, as well as this Settlement Agreement, to be made available on the Settlement Website. The Settlement Website address and the fact that the Long Form Notice and a Claim Form are available through the Settlement Website shall be included in the Notice mailed to Settlement Class Members.

5.8 The Settlement Website shall be maintained and updated until thirty (30) Days after the Claim Deadline has passed.

5.9 Claim Forms shall be returned or submitted to the Settlement Administrator via U.S. mail or submitted through the Settlement Website by the Claim Deadline set by the Court or be forever barred.

5.10 Prior to the Final Approval Hearing, the Settlement Administrator shall provide Settlement Class Counsel and Defendant's Counsel with an appropriate affidavit or declaration describing its compliance with the Court-approved Notice Program, for submission to the Court.

5.11 Defendant shall pay the entirety of the costs of Claims Administration and the costs of providing notice to the Settlement Class in accordance with the Preliminary Approval Order, separate and apart from any other sums agreed to under this Settlement Agreement.

6. OPT-OUT PROCEDURE.

6.1 Each Settlement Class Member shall have the right to opt-out and not participate in the Settlement Agreement, as provided for in the Preliminary Approval Order.

6.2 The Notice shall inform each Settlement Class Member of his or her right to request exclusion from the Settlement Class and not to be bound by this Settlement Agreement, if, within such time as is ordered by the Court (“Opt-Out Period”), the Settlement Class Member personally signs and timely submits, completes, and mails a request for exclusion (“Opt-Out Request”) to the Settlement Administrator at the address set forth in the Notice. To be effective, an Opt-Out Request must be postmarked no later than the final date of the Opt-Out Period.

6.3 The Parties will recommend to the Court that the Opt-Out Period be the sixty (60)-Day period beginning upon the Notice Deadline.

6.4 For a Settlement Class Member’s Opt-Out Request to be valid, it must (a) state his or her full name, address, and telephone number; (b) contain the Settlement Class Member’s personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the Lawsuit); and (c) clearly manifest the Settlement Class Member’s intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement. The Settlement Administrator shall promptly inform Settlement Class Counsel and Defendant’s Counsel of any Opt-Out Requests.

6.5 All Settlement Class Members who submit timely and valid Opt-Out Requests in the manner set forth in Paragraph 6.4, above, referred to herein as “Opt-Outs,” shall receive no benefits or compensation under this Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right

to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 6.4, above, shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

6.6 An Opt-Out Request or other request for exclusion that does not fully comply with the requirements set forth in Paragraph 6.4, above, or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, shall be invalid, and the person submitting such request shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and any judgment entered thereon.

6.7 No person shall purport to exercise any exclusion rights of any other person, or purport (i) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (ii) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported Opt-Out Requests shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Opt-Out Requests shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Opt-Out Request.

6.8 Within fourteen (14) Days after the last Day of the Opt-Out Period, the Settlement Administrator shall furnish to Settlement Class Counsel and to Defendant' Counsel a complete list of all timely and valid Opt-Out Requests (the "Opt-Out List").

7. OBJECTIONS TO THE SETTLEMENT.

7.1 Any Settlement Class Member who wishes to object to the Settlement Agreement must submit a timely and valid written notice of his or her objection (“Objection”) by the Objection Deadline (as defined herein). Such notice shall: (i) state the objecting Settlement Class Member’s full name, current address, telephone number, and email address (if any); (ii) contain the objecting Settlement Class Member’s original signature; (iii) set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Security Incident); (iv) set forth a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (v) identify all counsel representing the objector; (vi) state whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and; (vii) contain the signature of the objector’s duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

7.2 To be timely, an Objection in the appropriate form must be filed with the Clerk of the Court and mailed or hand delivered concurrently upon Settlement Class Counsel and Defendant’s Counsel at addresses set forth in the Notice no later than sixty (60) Days after the Notice Deadline (“Objection Deadline”). The deadline for filing Objections shall be included in the Notice.

7.3 An objector is not required to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file with the Court, and mail or hand-deliver to Settlement Class Counsel and Defendant’s Counsel, a notice of appearance no later than sixty (60) Days after the Notice Deadline.

7.4 If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the notice of appearance filed with the Court must also identify the attorney(s) representing the objector who will appear at the Final Approval Hearing and include each such attorney's name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated state bar numbers, and a list identifying all objections such counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney.

7.5 If the objecting Settlement Class Member intends to request permission from the Court to call witnesses at the Final Approval 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 at least thirty (30) Days before the Final Approval Hearing.

7.6 Any Settlement Class Member who fails to comply in full with the requirements for objecting set forth in this Settlement Agreement, the Notice, and any applicable orders of the Court shall forever waive and forfeit any and all rights he or she may have to raise any Objection to the Settlement Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Section. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Order and Judgment approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Georgia Rules of Appellate Procedure and not through a

collateral attack. Any objecting Settlement Class Member who appeals final approval of the Settlement Agreement will be required to post an appeal bond.

8. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARD.

8.1 Settlement Class Counsel shall apply to the Court for a Service Award to each Plaintiff in an amount not to exceed two thousand and five hundred dollars (\$2,500.00). If approved by the Court, Defendant or its insurer will pay the Service Awards to an account established by Settlement Class Counsel no later than thirty (30) Days after the Effective Date. The Service Award will be paid by Defendant separate and apart from any other sums agreed to under this Settlement Agreement.

8.2 Settlement Class Counsel shall also apply to the Court for, and Defendant agrees not to object to, an award of attorney's fees and costs in an amount not to exceed two hundred thousand dollars (\$200,000.00). If approved by the Court, Defendant or its insurer will pay the Court-approved amount for attorneys' fees and costs to an account established by Settlement Class Counsel no later than thirty (30) Days after the Effective Date. The attorneys' fees and costs will be paid by Defendant separate and apart from any other sums agreed to under this Settlement Agreement.

8.3 Settlement Class Counsel will file the applications with the Court for the Service Award and attorneys' fees and expenses no later than fourteen (14) Days prior to the deadlines for a Settlement Class Member to opt out of or object to the Settlement, unless otherwise ordered by the Court.

8.4 The Parties agree that Defendant will not in any event or circumstance be required to pay any amounts to Plaintiff or Settlement Class Counsel for a Service Award or attorneys' fees and costs in excess of the amounts identified above in Paragraphs 8.1 and 8.2.

8.5 The Parties agree that the Court's approval or denial of any request for a Service Award and/or attorneys' fees and costs are not conditions to this Settlement Agreement. The Parties further agree that the amount(s) of a Service Award, and of any award of attorneys' fees or costs, 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, reversal, or appeal of any order of the Court, concerning the amount of a Service Award or any attorneys' fees or costs, ordered by the Court to be paid to Settlement Class Counsel, or Plaintiffs, shall affect whether the Final Order and Judgment is Final, cancel, or terminate this Settlement Agreement, or constitute grounds for cancellation or termination of this Settlement Agreement.

9. NOTICES.

9.1 All notices (other than the Notice) required by the Settlement Agreement shall be made in writing and communicated by mail or hand delivery to the following addresses:

All Notices to Settlement Class Counsel or Plaintiffs shall be sent to:

Casondra Turner
MILBERG, PLLC
260 Peachtree Street NW, Suite 2200
Atlanta, GA 30303
Tel: (866) 252-0878

All Notices to Defendant's Counsel or Defendant shall be sent to:

Paulyne Gardner
MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
Tel: (267) 930-4770

9.2 Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, Objections, requests for exclusion, or other documents, communications, or filings received as a result of the Notice.

10. SETTLEMENT APPROVAL PROCESS.

10.1 As soon as practicable after execution of this Settlement Agreement, the Parties shall jointly submit this Settlement Agreement to the Court and file a motion for preliminary approval of the settlement, requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, which:

- (a) Preliminarily approves this Settlement Agreement;
- (b) Certifies the Settlement Class for settlement purposes only pursuant to Section II.2;
- (c) Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to Settlement Class Members;
- (d) Appoints the Settlement Administrator in accordance with the provisions of Paragraph 4.2;
- (e) Approves the Notice Program and directs the Settlement Administrator and Defendant to provide Notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
- (f) Approves a customary form of short notice to be mailed to Settlement Class Members (the “Short Form Notice”) in a form substantially similar to the one attached hereto as **Exhibit A** and a customary long form of notice (“Long Form Notice”) in a form substantially similar to the one attached hereto as **Exhibit B**, 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 opt-out of or object to the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time, and place of the Final Approval Hearing;

(g) Approves a Claim Form substantially similar to that attached hereto as **Exhibit C**, and directs the Settlement Administrator to conduct Claims Administration in accordance with the provisions of this Settlement Agreement;

(h) Approves the Opt-Out and Objection procedures as outlined in this Settlement Agreement;

(i) Schedules a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court;

(j) Appoints Settlement Class Counsel;

(k) Appoints Plaintiffs as the Settlement Class Representatives; and

(l) Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

11. FINAL APPROVAL HEARING.

11.1 Settlement Class Counsel and Defendant's Counsel shall request that after Notice is completed, the Court hold a Final Approval Hearing and grant final approval of the Settlement set forth herein. The Parties will recommend that the Final Approval Hearing be scheduled no earlier than one hundred and twenty (120) Days after the entry of the Preliminary Approval Order.

11.2 Plaintiffs will file with the Court their brief in support of final approval, attorneys' fees and costs and Service Award no later than fourteen (14) Days before the Final Approval Hearing, or as directed by the Court.

11.3 Plaintiffs will file with the Court their briefs in support of attorneys' fees and costs and Service Award no later than fourteen (14) Days prior to the deadline for Settlement Class Members to object or exclude themselves from the Settlement Agreement, or as directed by the Court.

11.4 The Parties shall ask the Court to enter a Final Order and Judgment in substantially the same form as **Exhibit E** attached hereto.

11.5 If and when the Final Order and Judgment becomes Final, the Lawsuit shall be dismissed with prejudice, with the Parties to bear their own attorneys' fees, costs, and expenses not otherwise provided in accordance with this Settlement Agreement.

12. TERMINATION OF THIS SETTLEMENT AGREEMENT.

12.1 Each Party shall have the right to terminate this Settlement Agreement if:

(a) The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that is not substantially similar in form and substance to **Exhibit D** attached hereto);

(b) The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance from **Exhibit E** attached hereto); or

(c) The Final Order and Judgment do not become Final because a higher court reverses final approval by the Court.

12.2 In the event that within ten (10) Days after the Opt-Out Date, as approved by the Court, there have been more than one hundred (100) Opt-Outs (exclusions) submitted, Defendant may, by notifying Settlement Class Counsel, in writing, void this Settlement Agreement. If Defendant voids the Settlement Agreement pursuant to this paragraph, Defendant shall be obligated to pay all settlement expenses incurred, excluding any attorneys' fees and costs of Settlement Class Counsel and Settlement Class Counsel and any Service Award, and Defendant shall not seek recovery of same from any other party to the Lawsuit or from counsel to any other party to the Lawsuit.

12.3 If a Party elects to terminate this Settlement Agreement under this Section 12, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or email within ten (10) Days of the occurrence of the condition permitting termination.

12.4 Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement. In the event such appellate proceedings result, by order of the appellate court or by an order after remand or a combination thereof, in the entry of an order(s) whereby the Settlement is approved in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Lawsuit with prejudice, and otherwise meeting the substantive criteria of this Settlement Agreement for approval of the Settlement, such order shall be treated as a Final Order and Judgment.

12.5 If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Lawsuit 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*; (iii) Defendant shall be responsible for all Notice and Claims Administration Costs incurred prior to the termination or disapproval; (iv) all Parties shall be deemed to have reverted to their respective positions and status in the Lawsuit as of the date this Settlement Agreement was executed and shall jointly request that a new case schedule be entered by the Court; and (v) Defendant and its insurer(s) shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement, other than as stated herein.

13. RELEASE.

13.1 On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim may be pursued against Defendant or any Released Persons with respect to the Released Claims.

13.2 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, pursuing, 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.

13.3 On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of *res judicata*, collateral estoppel, and claim and issue preclusion.

13.4 Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys’ fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Award to Plaintiff.

13.5 Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by this Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the

Lawsuit or this Settlement.

13.6 As of the Effective Date, the Released Persons are deemed, by operation of the entry of the Final Order and Judgment, to have fully released and forever discharged Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses Defendant or other Released Persons may have against Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved and shall not be affected by the preceding sentence.

13.7 As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Lawsuit, including any claims arising out of the investigation, defense, or Settlement of the Lawsuit.

13.8 Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

14. EFFECTIVE DATE.

14.1 The “Effective Date” of this Settlement Agreement shall be one (1) Day after the date when each and all of the following conditions have occurred:

- (a) This Settlement Agreement has been fully executed by all Parties and their counsel;

(b) Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, all as provided above;

(c) The Court-approved Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;

(d) The Court has entered a Final Order and Judgment finally approving this Settlement Agreement, as provided above;

(e) The Final Order and Judgment has become Final; and

(f) The time for any appeal of the Final Order and Judgment has expired.

15. MISCELLANEOUS PROVISIONS.

15.1 The recitals and exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

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

15.3 This Settlement Agreement is for settlement purposes only. No provision contained in this Settlement Agreement or any action taken hereunder shall constitute or be construed as an admission of the merit or validity of any claim or any fact alleged in the Lawsuit or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant or the Released Persons or any admission by Defendant or the Released Persons with respect to any claim or allegation made in any action or proceeding or any concession as to the merit of any of the claims asserted by Plaintiffs in the Lawsuit. This Settlement Agreement shall not be offered or be admissible in evidence against either Party or the Released Persons or cited or referred to in any

action or proceeding, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Defendant or the Released Persons that Plaintiffs' claims or any similar claims are suitable for class treatment outside of this Settlement.

15.4 In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing such agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement in order to give this Settlement Agreement full force and effect.

15.5 No Person shall have any claim against Plaintiffs, Settlement Class Counsel, Defendant, Defendant's Counsel, the Settlement Administrator, the Released Persons, or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any court order.

15.6 This Settlement Agreement constitutes the entire agreement between the Parties with respect to the settlement of the Lawsuit. This Settlement Agreement supersedes all prior negotiations and agreements with respect to the settlement of the Lawsuit and may not be modified or amended, except by a writing signed by or on behalf of the Parties or their respective successors-in-interest. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on, except as expressly set forth in this Settlement Agreement.

15.7 There shall be no waiver of any term or condition absent an express writing to that effect by the waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

15.8 In the event a third party, such as a bankruptcy trustee, former spouse, or other third party, has or claims to have a claim against any payment made or to be made to a Settlement Class Member, it is the sole responsibility of the Settlement Class Member to transmit the funds to such third party in satisfaction of such claims.

15.9 The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Lawsuit. The Settlement compromises and releases claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the Settlement was negotiated in good faith by the Parties and was reached voluntarily after consultation with competent legal counsel. The 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 Lawsuit 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 Lawsuit, except as set forth herein.

15.10 This Settlement Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in the Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and

necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

15.11 The Court shall retain jurisdiction, after entry of the Final Order and Judgment, with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court for purposes of the implementation and enforcement of the Settlement embodied in this Settlement Agreement and any dispute with respect thereto.

15.12 This Settlement Agreement shall be construed under and governed by the laws of the State of Georgia without regard to its choice of law provisions.

15.13 In the event that any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision had never been a part of this Settlement Agreement, as long as the benefits to Defendant or the Settlement Class Members are not materially altered as the result of the invalid, illegal, or unenforceable provision.

15.14 This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

15.15 The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

15.16 All dollar amounts are in United States Dollars (USD).

15.17 This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

15.18 Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her, or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

15.19 Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

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

Dated: February 6, 2026

Dated: February 2, 2026



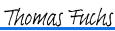
/s/
Paulyne Gardner
MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
Tel: (267) 930-4770
pgardner@mullen.law

/s/ Casondra Turner
Casondra Turner
MILBERG, PLLC
260 Peachtree Street NW, Suite 2200
Atlanta, GA 30303
Telephone: (866) 252-0878
cturner@milberg.com

Attorneys for Defendant

Attorneys for Plaintiffs and the Settlement Class

/s/
Rodl Management, Inc. d/b/a Rodl & Partner,
by an authorized representative



Thomas Fuchs (Feb 2, 2026 13:29:56 CST)
Plaintiff Thomas Fuchs

Plaintiff Brooke Fuchs

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

Dated:

Dated: February 2, 2026

/s/

Paulyne Gardner
MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
Tel: (267) 930-4770
pgardner@mullen.law

/s/ Casondra Turner

Casondra Turner
MILBERG, PLLC
260 Peachtree Street NW, Suite 2200
Atlanta, GA 30303
Telephone: (866) 252-0878
cturner@milberg.com

Attorneys for Defendant

Attorneys for Plaintiffs and the Settlement Class

/s/ Nico Swant

Rodl Management, Inc. d/b/a Rodl & Partner,
by an authorized representative

Plaintiff Thomas Fuchs

Brooke Fuchs
Brooke Fuchs (Feb 2, 2026 13:31:00 CST)

Plaintiff Brooke Fuchs

EXHIBIT A

Rödl Management Data Security Incident
c/o Analytics Consulting LLC
P.O. Box 2002
Chanhassen MN 55317-2002

***Fuchs, et al., v. Rödl Management, Inc. d/b/a
Rödl & Partner***
Case No. 25EV012126

**IF YOUR PERSONAL INFORMATION MAY HAVE
BEEN IMPACTED IN A DATA SECURITY
INCIDENT SUFFERED BY RÖDL MANAGEMENT,
INC., A PROPOSED CLASS ACTION
SETTLEMENT MAY AFFECT YOUR RIGHTS.**

For more information about the proposed class action
settlement, including how to submit a claim, exclude
yourself, or submit an objection, please visit

[WEBSITE]

or call toll-free **[PHONE NUMBER]**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»

Postal Service: Please do not mark barcode

Claim Number: XXX- «PIN » - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice? A Settlement has been reached with Rödl Management (“Defendant”) in a class action lawsuit concerning the targeted cyberattack on Defendant’s computer systems that was discovered on or around February 9, 2024, in which an unauthorized actor was able to potentially access Private Information belonging to Plaintiffs and Settlement Class Members. Rödl Management denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit, including all claims arising out of the Data Security Incident. The parties have agreed to settle the Lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement Agreement is available at **[website]**.

Who is included in the Settlement? You are included in the Settlement if the Defendant identified you as being among those individuals impacted by this Data Security Incident, including all who were sent a notice of this Data Security Incident.

What are the Settlement benefits? All Settlement Class Members can receive the following benefits from the Settlement: (a) compensation for documented Ordinary losses of up to \$400, including reimbursement for up to 4 hours lost time (at a rate of \$20 per hour) and (b) compensation for documented Extraordinary losses up to \$4,000. In Lieu of a claim for documented ordinary losses and documented extraordinary losses, Settlement Class Members may claim \$50.00 upon submission of a valid Claim Form. In addition to, and regardless of whether they submit a claim for any form of Monetary Relief, Settlement Class Members may claim three (3) years of single-bureau credit monitoring.

How do I receive a benefit? Class Members may submit Claim Forms at **[website]** using the Claim Number and PIN found at the front of this postcard, or download a paper Claim Form from the website and mail it to the Claims Administrator at the address on the Claim Form. **Claims must be submitted online or postmarked by [claims deadline].**

Who represents me? The Court has appointed Casondra Turner of MILBERG, PLLC (“Settlement Class Counsel”) to represent the interests of all Settlement Class Members in this case.

What if I don’t want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you must exclude yourself **by [exclusion deadline]**, or you will not be able to sue Rödl Management 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 [objection deadline]**. The Settlement Agreement, available on the Settlement website at **[website]** explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on **[date]** at **[time]**, at the Fulton County State Court, to consider whether to approve the Settlement. The Court will also consider Class Counsel’s request for \$200,000.00 to cover attorneys’ fees and costs of litigation as well as a \$2,500.00 service award to the named Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

THIS NOTICE IS ONLY A SUMMARY. VISIT **[website]
FOR COMPLETE INFORMATION.**

EXHIBIT B

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If Rödl Management, Inc. Notified You Of A Data Security Incident, You May Be Eligible For Benefits From A Class Action Settlement.

This is not a solicitation from a lawyer, junk mail, or an advertisement.

A court authorized this Notice.

This notice summarizes the proposed settlement reached in a lawsuit entitled *Thomas Fuchs and Brooke Fuchs v. Rödl Management, Inc. d/b/a Rödl & Partner*. Case No. 25EV012126 pending in the Fulton County State Court (“Lawsuit”). For the precise terms and conditions of the settlement, please see the Settlement Agreement available at **[Website]** or by contacting the Claims Administrator at **[phone number]**.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

This notice may affect your rights – please read it carefully.

- A Settlement has been reached with Rödl Management, Inc. (“Rödl Management” or “Defendant”) in a class action lawsuit concerning the targeted cyberattack on the Defendant’s computer systems that was discovered on or around February 9, 2024, (“this Data Security Incident”), in which an unauthorized actor was able to potentially access personally identifiable and private information belonging to Plaintiffs and Settlement Class Members. Rödl Management denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit, including all claims arising out of this Data Security Incident.
- If you received this Notice, you have been identified as a part of the Settlement Class. More specifically, you are a Settlement Class Member because you have been identified by Rödl Management as being among those individuals impacted by this Data Security Incident, including all who were sent a notice of this Data Security Incident. Some limited exclusions apply and can be found in the Settlement Agreement available at **[Website]** and in Section 1 below.
- All Settlement Class Members can receive the following benefits from the Settlement: (a) compensation for documented Ordinary losses of up to \$400, including reimbursement for up to 4 hours lost time (at a rate of \$20 per hour) and (b) compensation for Extraordinary losses up to \$4,000. In Lieu of a claim for documented ordinary losses and documented extraordinary losses, Settlement Class Members may claim a \$50.00 Alternative Cash Payment upon submission of a valid Claim Form.
- In addition to, and regardless of whether they submit a claim for any form of Monetary Relief, Settlement Class Members may submit a claim for three (3) years of single-bureau credit monitoring.
- All of these monetary benefits, except for Credit Monitoring Services, are subject to a maximum aggregate cap of \$500,000.00 for all Settlement Class Members combined. **The deadline to submit a claim is [claims deadline].**

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

Submit a Claim	<p>You must submit a valid Claim to get monetary relief or credit monitoring from this Settlement.</p> <p>Claim Forms must be submitted online by [claims deadline] or, if mailed, postmarked no later than [claims deadline].</p>
Do Nothing	<p>If you do nothing, you remain in the Settlement.</p> <p>You give up your rights to sue and you will not get any money.</p>
Exclude Yourself	<p>Get out of the Settlement. Get no money. Keep your rights.</p> <p>This is the only option that allows you to keep your right to sue about the claims in this Lawsuit. You will not get any money or credit monitoring from the Settlement.</p> <p>Your request to exclude yourself must be postmarked no later than [exclusion deadline].</p>
File an Objection	<p>Stay in the Settlement, but tell the Court why you think the Settlement should not be approved.</p> <p>Objections must be postmarked no later than [objection deadline].</p>
Go to a Hearing	<p>You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details.</p> <p>The Final Approval Hearing is scheduled for [final approval date], at [time], and will be held at the Fulton County State Court.</p>

WHAT THIS NOTICE CONTAINS

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2. What is this case about?
3. Why is there a Settlement?
4. Why is this a class action?
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BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if the Defendant identified as being among those individuals impacted by this Data Security Incident, including all who were sent a notice of this Data Security Incident.

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is *Thomas Fuchs and Brooke Fuchs v. Rödl Management, Inc. d/b/a Rödl & Partner*, Case No. 25EV012126, pending in the Fulton County State Court. The persons who sued are called the “Plaintiffs,” and the company sued, Rödl Management, Inc., is known as the “Defendant” in this case.

Plaintiffs filed the Lawsuit against Defendant, on behalf of themselves and anyone whose personally identifiable and private information was potentially impacted as a result of this Data Security Incident.

On or around February 9, 2024, Rödl Management was alerted that suspicious activity on its network systems was occurring. Defendant subsequently launched an investigation and worked with third-party forensic specialists to determine the full nature and scope of the event. This investigation determined that the unauthorized actor was potentially able to access information belonging to Plaintiffs and Settlement Class Members in Defendant’s systems between approximately January 30th, 2024, and February 9th, 2024. After reviewing the potentially impacted data, Defendant confirmed that certain personally identifiable and private information, including full names, Social Security numbers, dates of birth, and financial account information, was included in the impacted data. Rödl Management notified Plaintiffs and the Settlement Class about this Data Security Incident on or about April 2, 2025. This Lawsuit was subsequently filed, asserting claims against Defendant relating to this Data Security Incident. Defendant denies any wrongdoing.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Plaintiff, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [\[Website\]](#).

4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

5. How do I know if I am included in the Settlement?

You are included in the Settlement if the Defendant identified you as being among those individuals impacted by this Data Security Incident, including all who were sent a notice of this Data Security Incident. Some limited exclusions apply and can be found in the Settlement Agreement available at [\[Website\]](#) and in Section 1 above. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [\[Website\]](#), call toll-free at [\[phone number\]](#), or write to Rödl Management Data Security Incident, c/o Analytics Consulting LLC, P.O. Box 2002, Chanhassen, MN 55317-2002.

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Claim Category A - Compensation for Documented Ordinary Losses: All Settlement Class Members will be eligible for

compensation for unreimbursed ordinary losses, as defined below, up to a total of four hundred dollars (\$400.00) per claimant, upon submission of a valid Claim Form and supporting documentation, if applicable. Ordinary losses may include (i) out-of-pocket expenses that were actually incurred and plausibly arose as a result of this Data Security Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; (ii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between January 30, 2024 and the **Claim Deadline**; and (c) up to four (4) hours of lost time spent dealing with this Data Security Incident, compensated at a rate of twenty dollars per hour (\$20/hour), if at least one (1) full hour was spent dealing with this Data Security Incident, provided that the claimant certifies that the lost time was spent in response to this Data Security Incident, and provides a description of the time spent as set out in the Claim Form. The maximum amount any one claimant may recover under Claim Category A is four hundred dollars (\$400.00).

Claim Category B - Compensation for Documented Extraordinary Losses: Settlement Class Members will be eligible for compensation for extraordinary losses, including proven actual monetary losses, upon submission of a valid Claim Form, provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss arising from fraud or identity theft; (ii) the loss from fraud or misuse was more likely than not caused by this Data Security Incident; (iii) the actual misuse or fraud loss is not already covered by one or more of the ordinary loss compensation categories under Claim Category A; (iv) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance; and (v) the actual misuse or fraud loss occurred between the date that this Data Security Incident began (January 30, 2024) and the **Claim Deadline**. The maximum amount any one claimant may recover under Claim Category B is four thousand dollars (\$4,000.00).

Alternative Cash Payment: In lieu of the other monetary benefits, Settlement Class Members may elect to receive an Alternative Cash Payment of fifty dollars (\$50.00) upon submission of a valid Claim Form.

Credit Monitoring: All Settlement Class Members may claim three years of credit monitoring services upon submission of a valid Claim Form. If the Settlement is ultimately approved, Settlement Class Members making a claim for the credit monitoring will be provided with a code required to activate the credit monitoring. The credit monitoring will provide Settlement Class Members with three (3) years of single-bureau credit monitoring.

Note: The monetary recovery of the Settlement Class set forth above is subject to an Aggregate Cap of five hundred thousand dollars (\$500,000.00). Payments to Settlement Class Members who submit a valid Claim, for documented or attested losses, and the alternative cash payment, shall be reduced on a *pro rata* basis according to the number of Claims made if the total exceeds the overall \$500,000.00 Aggregate Cap. The monetary recovery of the Settlement Class for the Alternative Cash Payment is subject to a 5% maximum cap. Payments to Settlement Class Members who submit a valid Claim for an Alternative Cash Payment shall be reduced on a *pro rata* basis according to the number of Claims made if the percentage of Class Members who submit a valid claim exceeds 5%.

Remedial Relief: Defendant agrees to take reasonable measures to secure and keep confidential the Private Information still in its possession. Defendant agrees to pay for such remedial costs separate and apart from other settlement benefits.

7. How to submit a claim?

All claims will be reviewed by the Claims Administrator for completeness and plausibility. You must file a Claim Form to get money from the proposed Settlement. Claim Forms must be submitted online by **[claims deadline]** or postmarked no later than **[claims deadline]**. You can submit an online claim or download a Claim Form at **[Website]**, or you can call the Claims Administrator toll-free at **[phone number]** for a Claim Form.

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

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Rödl Management and its Related Entities, and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, assigns, owners, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers (collectively “Released Person”) regarding the claims in this case.

The Settlement Agreement, which includes all provisions and definitions about settled claims, releases, and Released Persons, is available at [\[Website\]](#).

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, and, if the Settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Class Representative receive compensation?

Yes. The Class Representatives will receive a service award of up to \$2,500, to compensate them for their services and efforts in bringing the Lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written request for exclusion, stating your full name, address, and telephone number. Your request for exclusion must be personally signed by you and contain your original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under power of attorney to act on your behalf with respect to a claim or right, such as those in the Lawsuit). Your request must also clearly manifest your intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

Your written request for exclusion must be postmarked no later than [\[exclusion deadline\]](#) to:

Rödl Management Data Security Incident,
c/o Analytics Consulting LLC,
P.O. Box 2002,
Chanhassen, MN 55317-2002

Instructions on how to submit a request for exclusion are available at [\[Website\]](#) or from the Claims Administrator by calling [\[phone number\]](#).

If you exclude yourself, you will not be able to receive any cash benefit or credit monitoring from the Settlement, and you cannot object to the Settlement at the Final Approval Hearing. You will not be legally bound by anything that happens in the Lawsuit, and you will keep your right to sue Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Persons (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money or credit monitoring services from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Parties (listed in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed Casandra Turner, Esquire of MILBERG, PLLC (called “Settlement Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Settlement Class Counsel will apply to the Court for an award of combined attorneys’ fees, costs, and expenses in an amount not to exceed \$200,000. A copy of Class Counsel’s Motion for Attorneys’ Fees, Costs, Expenses, and Service Award for Class Representative will be posted on the Settlement Website, [\[Website\]](#), before the Final Approval Hearing. The Court will make the final decisions as to the amounts to be paid to Settlement Class Counsel and may award less than the amount

requested by Settlement Class Counsel.

OBJECTING TO THE SETTLEMENT

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

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an objection with the Court telling it why you do not think the Settlement should be approved.

For a written objection to be considered by the Court, the objection must also set forth:

- a) the objecting Class Member's full name, current address, telephone number, and email address (if any);
- b) the objection Settlement Class Member's original signature;
- c) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class;
- d) all grounds for the objection, including by any legal support for the objection that the objector believes applicable;
- e) the identity of all counsel representing the objector;
- f) whether the objector and/or his or her counsel will appear at the Final Approval Hearing and;
- g) the signature of the objector's duly authorized attorney or duly authorized representative (if any), along with documentation setting forth such representation.

Your Objection must be filed with the Clerk of the Court no later than **[objection deadline]**.

In addition, you must concurrently mail or hand deliver a copy of your objection to Settlement Class Counsel and Defendant's Counsel, postmarked no later than **[objection deadline]**.

SETTLEMENT CLASS COUNSEL	DEFENDANT'S COUNSEL
Casondra Turner MILBERG, PLLC 260 Peachtree Street NW, Suite 2200 Atlanta, GA 30303 Tel: (866) 252-0878	Paulyne Gardner MULLEN COUGHLIN LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333 Tel: (267) 930-4770

In addition, if the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file with the Court, and mail or hand-deliver to Settlement Class Counsel and Defendant's Counsel, a notice of appearance no later than **[objection date]**. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the notice of appearance filed with the Court must also:

- a) Identify the attorney(s) representing the objector who will appear at the Final Approval Hearing;
- b) Include each such attorney's name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated state bar numbers;
- c) Include a list identifying all objections such counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney; and
- d) If the objecting Settlement Class Member intends to request permission from the Court to call witnesses at the Final Approval 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 at least thirty (30) days before the Final Approval Hearing.

If you do not submit your objection with all requirements, or if your objection is not received by **[objection date]**, you will be considered to have waived all Objections and will not be entitled to speak at the Final Approval Hearing.

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

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in

the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on [final approval date], at [time] at the Fulton County State Court. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check [Website] for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of attorneys' fees, costs, and expenses to Settlement Class Counsel and the request for a Service Award to the Class Representatives.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

19. May I speak at the hearing?

Yes. You can speak at the Final Approval Hearing, but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any money or credit monitoring from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendants and the Released Parties described in Question No. 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Settlement Class Counsel's Motion for Attorneys' Fees, Costs, Expenses, and Service Award for Class Representative, and more, please visit [website] or call [phone number]. You may also contact the Claims Administrator at:

Rödl Management Data Security Incident,
c/o Analytics Consulting LLC
P.O. Box 2002
Chanhassen, MN 55317-2002

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S COUNSEL.

EXHIBIT C

Your claim must be submitted online or postmarked by: **MONTH DD, 2026**

CLAIM FORM FOR RÖDL MANAGEMENT DATA SECURITY INCIDENT SETTLEMENT

Fuchs, et al., v. Rödl Management, Inc. d/b/a Rödl & Partner
Case No. 25EV012126
Fulton County State Court

Rödl Management Data Security Incident

USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO MAKE A CLAIM

GENERAL INSTRUCTIONS

If you received this Notice, you have been identified as a part of the Settlement Class. More specifically, you are a Settlement Class Member because you have been identified by Rödl Management as being among those individuals impacted by this Data Security Incident, including all who were sent a notice of this Data Security Incident.

Please refer to the Settlement Notice (Long Notice) posted on the Settlement Website <<Website>>, for more information on submitting a Claim and for information on the aggregate cap on claims.

To receive any benefits, you must submit the Claim Form below by <<DATE>>.

Claim Category A - Compensation for Documented Ordinary Losses: All Settlement Class Members will be eligible for compensation for unreimbursed ordinary losses, as defined below, up to a total of four hundred dollars (\$400.00) per claimant, upon submission of a valid Claim Form and supporting documentation, if applicable. Ordinary losses may include (i) out-of-pocket expenses that were actually incurred and plausibly arose as a result of this Data Security Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; (ii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between January 30, 2024 and the **Claim Deadline**; and (c) up to four (4) hours of lost time spent dealing with this Data Security Incident, compensated at a rate of twenty dollars per hour (\$20/hour), if at least one (1) full hour was spent dealing with this Data Security Incident, provided that the claimant certifies that the lost time was spent in response to this Data Security Incident, and provides a description of the time spent as set out in the Claim Form. The maximum amount any one claimant may recover under Claim Category A is four hundred dollars (\$400.00).

Claim Category B - Compensation for Documented Extraordinary Losses: Settlement Class Members will be eligible for compensation for extraordinary losses, including proven actual monetary losses, upon submission of a valid Claim Form, provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss arising from fraud or identity theft; (ii) the loss from fraud or misuse was more likely than not caused by this Data Security Incident; (iii) the actual misuse or fraud loss is not already covered by one or more of the ordinary loss compensation categories under Claim Category A; (iv) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance; and (v) the actual misuse or fraud loss occurred between the date that this Data Security Incident began (January 30, 2024) and the **Claim Deadline**. The maximum amount any one claimant may recover under Claim Category B is four thousand dollars (\$4,000.00).

Alternative Cash Payment: In lieu of the other monetary benefits, Settlement Class Members may elect to receive an Alternative Cash Payment of fifty dollars (\$50.00) upon submission of a valid Claim Form.

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your claim must be submitted online or postmarked by: **MONTH DD, 2026**

CLAIM FORM FOR RÖDL MANAGEMENT DATA SECURITY INCIDENT SETTLEMENT

Fuchs, et al., v. Rödl Management, Inc. d/b/a Rödl & Partner
Case No. 25EV012126
Fulton County State Court

Rödl Management Data Security Incident

Credit Monitoring: All Settlement Class Members may claim three years of credit monitoring services upon submission of a valid Claim Form. If the Settlement is ultimately approved, Settlement Class Members making a claim for the credit monitoring will be provided with a code required to activate the credit monitoring. The credit monitoring will provide Settlement Class Members with three (3) years of single-bureau credit monitoring.

Please read the claim form carefully and answer all questions. Failure to provide required information could result in a denial of your claim.

This Claim Form may be submitted electronically via the Settlement Website at **URL** or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Rödl Management Data Security Incident
c/o Analytics Consulting LLC
PO Box 2002
Chanhassen MN 55317-2002

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address (optional)

Telephone Number

II. PROOF OF CLASS MEMBERSHIP

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your claim must be submitted online or postmarked by: **MONTH DD, 2026**

CLAIM FORM FOR RÖDL MANAGEMENT DATA SECURITY INCIDENT SETTLEMENT

Rödl Management Data Security Incident

Fuchs, et al., v. Rödl Management, Inc. d/b/a Rödl & Partner
Case No. 25EV012126
Fulton County State Court

Check this box to certify that you were a person to whom Rödl Management mailed notice of the Settlement.

Enter the Claim Number and PIN provided on your Postcard Notice:

Claim Number

PIN

III. CREDIT MONITORING

Check this box if you wish to receive three (3) years of single-bureau credit monitoring.

IV. LOST TIME COMPENSATION

Lost Time Compensation: Class Members are eligible to receive compensation for up to four (4) hours of lost time spent dealing with this Data Security Incident, compensated at a rate of twenty dollars per hour (\$20/hour), if at least one (1) full hour was spent dealing with this Data Security Incident, provided that the claimant certifies that the lost time was spent in response to this Data Security Incident, and provides a description of the time spent. Claims for lost time compensation will be combined with compensation for Ordinary losses, with the maximum amount of \$400.

Hours claimed (up to 4 hours – check one box) 1 Hour | 2 Hours | 3 Hours | 4 Hours

I swear under penalty of perjury that, to the best of my knowledge and belief, any claimed lost time was spent related to this Data Security Incident.

*In order to receive this payment, you **must** describe what you did and how the claimed lost time was spent related to this Data Security Incident. Examples of activities could include, but are not limited to, calling bank/credit card customer service lines regarding fraudulent transactions, writing letters or e-mails to banks/credit card companies in order to have fraudulent transactions reversed, time on the internet verifying fraudulent transactions, time on the internet updating automatic payment programs due to new card issuance, calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring, writing letters or e-mails to credit reporting bureaus regarding correction of credit reports, reviewing or monitoring health insurance statements or accounts for fraudulent activity, contacting health insurance providers regarding suspicious or fraudulent transactions, and time spent dealing with a fraudulent change-of-address.*

Provide description(s) here:

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your claim must be submitted online or postmarked by: **MONTH DD, 2026**

CLAIM FORM FOR RÖDL MANAGEMENT DATA SECURITY INCIDENT SETTLEMENT

Fuchs, et al., v. Rödl Management, Inc. d/b/a Rödl & Partner

Case No. 25EV012126

Fulton County State Court

Rödl Management Data Security Incident

V. COMPENSATION FOR ORDINARY LOSSES

All Settlement Class Members will be eligible for compensation for unreimbursed ordinary losses, as defined below, up to a total of four hundred dollars (\$400.00) per claimant (which includes any reimbursement for time spent), upon submission of a valid Claim Form and third-party supporting documentation, if applicable. Ordinary losses may include (i) out-of-pocket expenses incurred as a result of this Data Security Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and (ii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between January 30, 2024 and the **Claim Deadline**.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss																											
<input type="radio"/> Out-of-pocket expenses incurred as a result of this Data Security Incident, including bank fees, long distance phone charges (only if charged by the minute), cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel.	<table border="1"><tr><td></td><td></td><td>/</td><td></td><td></td><td>/</td><td></td><td></td></tr><tr><td colspan="8" style="text-align: center;">(mm/dd/yy)</td></tr></table>			/			/			(mm/dd/yy)								\$ <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>.</td><td></td><td></td></tr></table>									.		
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<p>Examples of Supporting Third Party Documentation: Telephone bills, cell phone bills, gas receipts, postage receipts, bank account statements reflecting out-of-pocket expenses. Please note that these examples of reimbursable documented out-of-pocket losses are not meant to be exhaustive, but exemplary. You may make claims for any documented out-of-pocket losses that you believe are reasonably related to this Data Incident or to mitigating the effects of this Data Incident.</p>																													
<input type="radio"/> Fees for credit reports, credit monitoring, or other identity theft insurance products purchased by you between January 30, 2024, to [Claims Deadline] .	<table border="1"><tr><td></td><td></td><td>/</td><td></td><td></td><td>/</td><td></td><td></td></tr><tr><td colspan="8" style="text-align: center;">(mm/dd/yy)</td></tr></table>			/			/			(mm/dd/yy)								\$ <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>.</td><td></td><td></td></tr></table>									.		
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<p>Examples of Supporting Documentation: Receipts, purchase confirmations, and proof-of-purchase or account or credit card statements reflecting purchases made for Credit Monitoring or Identity Theft Insurance Services.</p>																													

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your claim must be submitted online or postmarked by: **MONTH DD, 2026**

CLAIM FORM FOR RÖDL MANAGEMENT DATA SECURITY INCIDENT SETTLEMENT

Rödl Management Data Security Incident

Fuchs, et al., v. Rödl Management, Inc. d/b/a Rödl & Partner
Case No. 25EV012126
Fulton County State Court

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss

VII. ALTERNATIVE CASH PAYMENT

Check this box if you wish to receive a cash payment.

In lieu of the other monetary benefits, Settlement Class Members may elect to receive an Alternative Cash Payment of fifty dollars (\$50.00) upon submission of a valid Claim Form.

You are not entitled to this Alternative Cash Payment if you have made a claim under Sections IV, V and/or VI.

VII. ATTESTATION & SIGNATURE

I declare under penalty of perjury under the laws of the United States and any applicable state or jurisdiction that the information provided in this Claim Form, and any supporting documentation submitted, is true and correct to the best of my knowledge. I further attest, under penalty of perjury, that any hours I have claimed for Lost Time were in fact spent responding to this Data Security Incident. 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 can be deemed complete and valid.

Signature

Printed Name

Date

Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

EXHIBIT D

**IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA**

THOMAS FUCHS and BROOKE FUCHS,
*individually and on behalf of all others
similarly situated,*

Plaintiffs,

v.

**RÖDL MANAGEMENT, INC. d/b/a RÖDL
& PARTNER,**

Defendant.

Case No. 25EV012126

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiffs’ 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 Rödl Management, Inc. d/b/a/ Rödl & Partner. (“Rödl” or “Defendant”), with accompanying exhibits attached thereto (the “Settlement Agreement”).¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to Georgia Code Section 9-11-23(b)(3) and (e), the Court provisionally certifies a Settlement Class in this matter defined as follows:

All persons Defendant identified as being among those individuals impacted by the Data Security Incident, including all who were sent a notice of the Data Security Incident.

2.

Settlement Agreement (“S.A.”) ¶ 1.31. Excluded from the Settlement Class are all persons who

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

validly opt-out of this Settlement. The Settlement Class may include approximately 11,640 individuals (each, a “Settlement Class Member”). *Id.* ¶ 1.33.

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 the Settlement Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representatives and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members 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.

3. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Plaintiffs Thomas Fuchs and Brooke Fuchs should be appointed as the Settlement Class Representatives. The Court provisionally finds that the Settlement Class Representatives are similarly situated to absent Class Members and therefore typical of the Class and that they will be adequate Settlement Class Representatives. The Court finds that the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel under Georgia Code Section 9-11- 23(a)(4): Casondra Turner and Milberg PLLC should be appointed as Settlement Class Counsel.

4. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the

Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly the Settlement is preliminarily approved. In making this determination, the Court has considered the monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of evidence of collusion in the Settlement, the effectiveness of the proposed method for notifying and distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, and the equitable treatment of the Settlement Class Members under the Settlement.

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

6. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2026, at [address/via zoom], where the Court will determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to O.C.G.A. § 9-11- 23(b)(3) and (e); (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to O.C.G.A. § 9-11- 23(e); (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Settlement Class Counsel for an award of attorneys' fees, costs, and expenses (the "Fee Request") should be approved; and (f) the motion of the Settlement Class Representatives for a Service Award (the "Service Award Request") should be approved. Plaintiffs' Motion for Service Award Request and Fee Request shall be filed with the Court at least 14 days prior to the Opt-Out and Objection

deadline. Plaintiffs' Motion for Final Approval of the Settlement shall be filed with the Court at least 30 Days prior to the Final Approval Hearing. By no later than 7 Days prior to the Final Approval Hearing, the Parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or the Service Award Request and Fee Request.

7. **Settlement Administrator.** The Court appoints Analytics LLC as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

8. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and C** satisfy the requirements of O.C.G.A. § 9-11- 23(c)(2) and (e), provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits consistent with this Order may be made by the Settlement Administrator in consultation and agreement with the Parties, and without further order of the Court.

9. **Findings Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Settlement Agreement (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 to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and the Court concludes that the Notice Program meets all applicable requirements of law,

including Georgia Code Section 9-11- 23(c) and (e), and the Due Process Clause(s) of the 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 Class Members.

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

10. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement must make the request in writing. To be considered valid, the request for exclusion must be to the Settlement Administrator at the address set forth in the Notice. To be effective, an Opt-Out Request must be postmarked no later than the final date of the Opt-Out Period, which is sixty (60) days after the Notice Deadline. For a Settlement Class Member's Opt-Out Request to be valid, it must (a) state his or her full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the Lawsuit); and (c) clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement. The Settlement Administrator shall promptly inform Settlement Class Counsel and Defendant's Counsel of any Opt-Out Requests.

11. If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the

Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

12. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written objection by filing the objection with the Clerk of the Court and mailed or hand delivered concurrently upon Settlement Class Counsel and Defendant's Counsel at addresses set forth in the Notice no later than sixty (60) days after the Notice Deadline. The written objection must include: (i) the objecting Settlement Class Member's full name, current address, telephone number, and email address (if any); (ii) contain the objecting Settlement Class Member's original signature; (iii) set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Security Incident); (iv) set forth a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (v) identify all counsel representing the objector; (vi) state whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and; (vii) contain the signature of the objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

13. An objector is not required to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file with the Court, and mail or hand-deliver to Settlement Class Counsel and Defendant's Counsel, a notice of appearance no later than sixty (60) Days after the Notice Deadline.

14. If the objecting Settlement Class Member intends to appear at the Final Approval

Hearing through counsel, the notice of appearance filed with the Court must also identify the attorney(s) representing the objector who will appear at the Final Approval Hearing and include each such attorney's name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated state bar numbers, and a list identifying all objections such counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney.

15. If the objecting Settlement Class Member intends to request permission from the Court to call witnesses at the Final Approval 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 at least thirty (30) Days before the Final Approval Hearing.

16. Any Settlement Class Member who does not file a timely and adequate objection in accordance with the above paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action.

17. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. any challenge to the Settlement Agreement, the Final Order and Judgment approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Georgia Rules of Appellate Procedure and not through a collateral attack. Any objecting Settlement Class Member who appeals final approval of the Settlement Agreement will be required to post an appeal bond.

18. **Claims Process.** Settlement Class Counsel and Defendant have created a

process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

19. The Settlement Administrator will be responsible for effectuating the claims process.

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

21. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties and of no force or effect if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) the Effective Date does not occur. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request all scheduled Action deadlines be reasonably extended by the Court to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) 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*.

22. **Use of Order.** This Preliminary Approval shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the propriety of certifying any class in the Action. Nor shall this Preliminary Approval Order be (i) construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or (ii) as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

23. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

24. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members on a class or representative basis concerning the Released Claims are hereby enjoined and stayed pending the Final Approval Hearing and the order issuing therefrom.

25. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>Event</u>	<u>Deadline</u>
Defendant Provides Class Member Information To Settlement Administrator	Within Seven (7) Days Of Entry Of Preliminary Approval Order

Deadline For Claims Administrator To Begin Sending Short Form Notice (By First Class USPS Mail)	Within Thirty (30) Days Of Entry Of Preliminary Approval Order (“Notice Deadline”)
Motion for Attorneys’ Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least Fourteen (14) Days Prior To Opt-Out/ Objection Dates
Opt-Out/Objection Date Deadlines	Sixty (60) Days After Notice Deadline
Claims Administrator Provides Parties With List Of Timely, Valid Opt-Outs/Objections	Fourteen (14) Days After Opt-Out/Objection Dates
Claims Deadline	Ninety (90) Days After Notice Deadline
Motion For Final Approval To Be Filed By Class Counsel	At Least Fourteen (14) Days Prior To Final Approval Hearing
Final Approval Hearing	[COURT TO ENTER DATE AND TIME] No Earlier Than 120 Days After Entry Of Preliminary Approval Order

IT IS SO ORDERED

Dated

Judge, Fulton County State Court

EXHIBIT E

**IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA**

THOMAS FUCHS and BROOKE FUCHS,
*individually and on behalf of all others
similarly situated,*

Plaintiffs,

v.

**RÖDL MANAGEMENT, INC. d/b/a RÖDL
& PARTNER,**

Defendant.

Case No. 25EV012126

[PROPOSED] FINAL ORDER AND JUDGMENT

Before the Court is Plaintiffs' Unopposed Motion requesting that the Court enter an Order Granting Final Approval of the Class Action Settlement involving Thomas Fuchs and Brooke Fuchs ("Plaintiffs" or "Class Representatives") and Defendant Rödl Management, Inc. d/b/a/ Rödl & Partner. ("Rödl" or "Defendant") as fair, reasonable, and adequate.

Having reviewed and considered the Settlement Agreement and the Unopposed Motion for Final Approval of the Settlement, and having conducted a Final Approval 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 Order and Judgment.

THE COURT not being 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; and

THE COURT being required under O.C.G.A. § 9-11-23(e) to make 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:

The Settlement involves allegations in Plaintiffs' Class Action Complaint that Defendant failed to safeguard and protect the personally identifiable information of Settlement Class Members and that this alleged failure caused injuries to Plaintiffs and the Class.

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.

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

On _____, 2026, 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 a Settlement Class in this matter, including defining both, appointed Plaintiffs as the Settlement Class Representatives, and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing.

In the Preliminary Approval Order, pursuant to O.C.G.A. §§ 9-11-23(b)(3) and 23(e), for settlement purposes only, the Court provisionally certified the Settlement Class, defined as follows:

All persons Defendant identified as being among those individuals impacted by the Data Security Incident, including all who were sent a notice of the Data Security Incident.

Settlement Agreement (“S.A.”) ¶ 1.31. Excluded from the Settlement Class are all persons who validly opt-out of this Settlement. The Settlement Class includes approximately 11,640 individuals (each, a “Settlement Class Member”). *Id.* ¶ 1.33.

The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties pursuant to O.C.G.A. § 9-11-23(e), grants final approval of the Settlement 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 O.C.G.A. § 9-11-23.

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 Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

Notice of the Final Approval Hearing, the proposed Motion for Attorneys’ Fees, Costs, and Expenses, and the Proposed Service Award Payments to Plaintiffs have been provided to Settlement Class Members as directed by this Court’s Orders, and an affidavit or declaration of the Settlement Administrator’s compliance with the Notice Program has been filed with the Court.

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 O.C.G.A. §§ 9-11-23(c)(2).

As of the final date of the Opt-Out Period, (X) potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons are set forth in the Settlement Administrator’s Declaration in Support of the Final Approval Motion. These persons are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

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 Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

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

Pursuant to the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendant and all Released Persons, as defined in the Settlement Agreement, as follows:

“*Released Claims*” means any and all past, present, and future claims, causes of action, counterclaims, lawsuits, rights, demands, charges, complaints, actions, obligations, or liabilities under any legal or equitable theory, whether known, unknown, suspected, or unsuspected or capable of being known or suspected, and whether, accrued, unaccrued, matured, or not matured, including, but not limited to, negligence, negligence *per se*, breach of implied contract, unjust enrichment, intrusion into private affairs / invasion of privacy, and any other state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, and any causes of action under 18 U.S.C. §§ 2701 *et seq.*, and all similar statutes in effect in any states in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees, costs and expenses, set-offs, losses, 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 any Settlement Class Member against any of the Released Persons based on, relating to, concerning, or arising out of the Data Security Incident and alleged exposure and compromise of any Settlement Class Member's private information and/or personally identifiable information, or any other allegations, facts, or circumstances described in the Lawsuit or the Complaint. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of Persons who have timely and validly requested exclusion from the Settlement Class pursuant to the opt-out procedures set forth in this Settlement Agreement.

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

On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf

(including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of this Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims.

The Court also grants Plaintiffs’ Motion for Attorneys’ Fees, Expenses, and Service Awards, and awards \$200,000 in combined fees and costs, and \$2,500 Service Awards to each of the two Class Representatives.

The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

In accordance with O.C.G.A. § 9-11-23, this Final Order and Judgment resolves all claims against all Parties in this Action 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.

The Honorable
Judge, State Court of Fulton County, Georgia