

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

CLASS ACTION

**PLAINTIFFS' UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
BRIEF IN SUPPORT**

Plaintiffs Thomas Fuchs and Brooke Fuchs (“Plaintiffs”) hereby move this Honorable Court for final approval of class action settlement pursuant to O.C.G.A. § 9-11-23 and submit the following brief in support. Plaintiffs’ counsel conferred with counsel for Defendant, who stated that Defendant does not oppose the relief sought herein.

I. INTRODUCTION

On April 3, 2026, this Court preliminarily approved a class action settlement between Plaintiffs and Defendant Rödl Management, Inc. d/b/a Rödl & Partner (“Rödl” or “Defendant”). To address the repercussions of the Data Security Incident¹, Plaintiffs’ and Settlement Class Counsel’s efforts achieved a Settlement through which Settlement Class Members may submit a claim to receive: (1) compensation for documented losses, including up to \$400 in ordinary losses (including up to 4 hours of lost time compensated at a rate of \$20 per hour) and up to \$4,000 in extraordinary losses; or (2) an Alternative Cash Payment of \$50; and (3) three years of single bureau credit monitoring and identity theft insurance.

Settlement Class Counsel have zealously prosecuted Plaintiffs’ claims, achieving the Settlement only after extensive investigation, arm’s length negotiations, and months of work finalizing the Settlement Agreement and associated exhibits. After this Court granted preliminary approval, the Settlement Administrator—with the help of the Parties—disseminated Notice to the Settlement Class. Individual Notice was provided directly to Settlement Class Members via first class mail. Class Notice has a current estimated reach of 93.32%, which far exceeds the 70% threshold for meeting due process requirements. The Notice provided each Settlement Class Member with information regarding how to reach the Settlement Website, make a Claim, and how to opt-out or object to the Settlement. Out of 11,310 Settlement Class Members, only one has sought exclusion from the Settlement, and *none* have objected. The Claims Deadline is August

¹ All capitalized terms used herein will have the same meanings as those set forth in the Settlement Agreement.

3, 2026 and as of the filing of this Motion 329 claims have been received. The lack of any objection and the overall positive response from the Class affirms that the Court's initial conclusion that the Settlement is fair, reasonable, and adequate was fully justified.

The Court should grant final approval, including the relief requested herein and in the Motion for Approval of Attorneys' Fees, Costs, and Plaintiffs' Services Awards filed on June 18, 2026 (the "Fees Motion").

II. CASE SUMMARY

In the interest of judicial efficiency, for factual and procedural background on this case, Plaintiffs refer this Court to and hereby incorporate Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and accompanying exhibits, including the proposed Settlement Agreement, filed on February 26, 2025. Plaintiffs also incorporate by reference Plaintiffs' Motion for Approval of Attorneys' Fees, Expenses, and Service Awards, filed on June 18, 2026, and the documents submitted in support of that corrected motion.

III. SUMMARY OF SETTLEMENT

The "Settlement Class" is defined as:

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 may include approximately 11,640 individuals (each, a "Settlement Class Member"). *Id.* ¶ 1.33.

The Settlement negotiated on behalf of the class provides for four categories of relief for the Settlement Class: (1) compensation for documented losses, including compensation for lost time spent dealing with the Data Security Incident; (2) compensation for extraordinary losses; (3) three years of credit monitoring and identity theft insurance; and (4) a \$50 alternative cash

payment in lieu of documented or extraordinary losses and credit monitoring. *Id.* ¶¶ 3.2, 3.3. Defendant also agreed to take reasonable measures to secure and keep confidential the Private Information of its current and former employees and customers still in its possession and agreed to pay for such remedial costs separate and apart from other settlement benefits. *Id.* ¶ 3.6.

A. Settlement Benefits

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

(1) Monetary Compensation for Losses: Settlement Class Members who submit a valid and timely Claim Form may choose to receive either (1) compensation for ordinary losses, including lost time, and compensation for extraordinary losses, or (2) the Alternative Cash Payment.

(2) Compensation for Documented Losses: Settlement Class Members may claim compensation for documented losses, including up to four hundred dollars (\$400.00) for ordinary losses and up to four thousand dollars (\$4,000.00) for extraordinary losses.

(a) Compensation for Ordinary Losses. Settlement Class Members will be eligible for compensation for unreimbursed ordinary losses up to four hundred dollars (\$400.00) per claimant. 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 Claims 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,

(b) Compensation for Extraordinary Losses. Settlement Class Members will be eligible for compensation for extraordinary losses, including proven actual monetary losses, provided that: (i) the loss is 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; (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 for extraordinary losses is four thousand dollars (\$4,000.00).

(c) Credit Monitoring Services. All Settlement Class Members may claim three years of credit monitoring services.

(d) Alternative Cash Payment. In lieu of claims for ordinary and extraordinary losses, but in addition to credit monitoring, Settlement Class Members may elect to receive an Alternative Cash Payment of fifty dollars (\$50.00).

(3) Caps on Monetary Recovery by the Settlement Class. The monetary recovery of the Settlement Class is subject to the caps described below:

Aggregate Cap: The total monetary recovery for documented losses by the Settlement Class under this Agreement shall not exceed five-hundred thousand dollars (\$500,000.00). Payments for approved claims for ordinary losses and extraordinary 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, 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.

C. Notice and Claims

1. Direct Mail Notice

The Parties agreed upon, and the Court approved, Analytics, LLC (“Analytics”) as the Settlement Administrator in this case. All Notice and Claims Administration Costs will be paid by Defendant.

On April 10, 2026, Analytics received two mailing lists (“Class List”) from Counsel for Defendant. The combined data files contained 11,640 records, including names and last-known mailing addresses for Settlement Class Members. *See* Declaration of Due Diligence (“Admin Decl.”), attached hereto as Exhibit 1, ¶ 4. Analytics identified and excluded the following from the mailing list: 1) 124 duplicate Settlement Class Member records; 2) 53 foreign worker records; and, 3) 153 records associated with Companies, resulting a list of 11,310 Settlement Class Members. *Id.* ¶¶ 7-8.

In preparation for mailing, Analytics updated mailing addresses using the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“USPS”)²; certified via the Coding Accuracy Support System (“CASS”)³; and verified through Delivery Point Validation (“DPV”).⁴ *Id.* ¶ 6. On May 4, 2026, Analytics mailed the

² The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and last known address.

³ The CASS is a certification system used by the USPS to ensure the quality of ZIP +4 coding systems.

⁴ Records that are ZIP +4 coded are then sent through Delivery Point Validation (“DPV”) to verify the address and identify Commercial Mail Receiving Agencies. DPV verifies the accuracy of addresses and reports exactly what is wrong with incorrect addresses.

approved Postcard Notice to the most current mailing address of 11,310 Settlement Class Members via USPS First Class Mail. *Id.* ¶ 9. Of the notices mailed to 11,310 class members, 1,121 were returned as undeliverable. Analytics was able to locate updated addresses for and remail notices to 366 members. *Id.* ¶ 10. This research was performed using Experian’s TrueTrace and Metronet Databases, research tools that draw upon Experian’s credit reporting database as well as additional third-party sources⁵. *Id.* Ultimately, these efforts resulted in class notice being successfully delivered to 10,555 Settlement Class Members (93.32% of the Settlement Class). *Id.* This reach rate is consistent with other court-approved, best-practicable notice programs and Federal Judicial Center Guidelines, which state that a notice plan that reaches over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign.⁶

2. Settlement Website

To support the mailing of the Class Notice, Analytics established and continues to maintain a Website dedicated to this Action (www.RMDataSettlement.com) to assist Class Members. *Id.* ¶ 16. By visiting the Website, Class Members are able to read and download key information about the litigation, including, important dates and deadlines, answers to frequently asked questions, and case documents including the Class Notice and other relevant case documents such as the Settlement Agreement. *Id.* ¶ 18. The Long Form Notice and Claim Form were also available for download at the website. *Id.* Settlement Class members were also able to submit a claim on the Settlement Website.

3. Claims

⁵ TrueTrace draws on Experian’s consumer credit database of more than 200 million consumers and 140 million households, and through third party sources (Clarity’s alternative payday information and Experian RentBureau property management database) provides access to 100 million thin-file and underbanked consumers. Experian’s Metronet database provides data regarding 215 million consumers in 110 million living units across United States.

⁶ FED. JUD. CTR., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>. The guide suggests that the minimum threshold for adequate notice is 70%.

The timing of the Claims Process was structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, compile documents supporting their Claim, and decide whether they would like to opt-out or object. Declaration of Casandra Turner in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“MPA Decl.”)⁷ ¶ 17. As of July 22, 2026, with approximately two weeks remaining in the claims period, Analytics has received 329 Claim Forms. Admin Decl. ¶ 22.

4. Requests For Exclusion and Objections

Settlement Class Members were provided up to and including July 3, 2026 to object to or submit a request for exclusion from the Settlement. Similar to the timing of the Claims Process, the time allotted for Settlement Class Members to objection or request exclusion was structured to give Settlement Class Members sufficient time to access and review the Settlement documents. MPA Decl. ¶ 18. As of the date of this filing, Analytics has received only one request for exclusion. Admin Decl. ¶ 20. As of that same date, Analytics was not aware of and had not received any objections. *Id.* ¶ 21.

The Notice Program was highly successful here, directly reaching over 94% of the Class, and meeting all due process requirements.

IV. LEGAL AUTHORITY

O.C.G.A. § 9-11-23, which governs class action litigation in Georgia, provides “[a] class action shall not be dismissed or compromised without the approval of the court and notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs.” O.C.G.A. § 9-11-23(e).

Since its enactment, Georgia courts have read the statute to track Federal Rule 23. In

⁷ The MPA Decl. was filed on February 26, 2026 as Exhibit A to Plaintiffs’ Unopposed Motion for Preliminary Approval of Clas Action Settlement.

2003 the state legislature shored up this interpretation, modifying O.C.G.A. § 9-11-23 to actually conform to the Federal Rule. Thus, and in acknowledgement of the few definitive holdings in Georgia on the subject, Georgia courts rely on federal cases interpreting Federal Rule 23(e) when interpreting O.C.G.A. § 9-11-23(e). *See Sta-Power Indus., Inc. v. Avant*, 134 Ga. App. 952, 953 (1975); *Brenntag Mid S., Inc. v. Smart*, 308 Ga. App. 899, 903 (2011).

The approval of a class action settlement is a two-step process. First, the Court must conduct a preliminary review to determine whether the proposed class settlement “is within the range of possible approval.” *Fresco v. Auto Data Direct, Inc.*, No. 03-61063-CIV, 2007 WL 2330895, at *4 (S.D. Fla. May 11, 2007) (internal citations omitted); *see also See Manual for Complex Litigation* § 30.41 (3d ed. 1995). This Court has already completed the first step by preliminarily approving the Settlement, and directing that Notice be issued to the Class. Plaintiffs now seek to take the second step and ask the Court to grant Final Certification of the Settlement Class and to make a final determination that the Settlement is fair, reasonable, and adequate.

Before the 2018 revisions to Federal Rule 23(e), the Eleventh Circuit had developed its own list of factors for consideration on final approval, known as the *Bennett* factors including: “(1) the likelihood of success at trial; (2) the range of possible recoveries; (3) the point on or below the range of possible recoveries at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and degree of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved.” *Columbus Drywall & Insulation, Inc. v. Masco Corp.*, 258 F.R.D. 545, 557 (N.D. Ga. July 20, 2007) (quoting *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir 1984)). In either case, courts consider the relevant factors “informed by the strong judicial policy favoring settlement as well as by the realization that compromise is the essence of settlement.” *Bennett*

v. Behring Corp., 737 F.2d at 986; *see also Meyer v. Citizens & S. Bank*, 677 F. Supp. 1196, 1200 (M.D. Ga. 1988).

Further, while Georgia has not yet amended its class action statute to mirror the 2018 amendments to Federal Rule 23(e)(2), the amendments are instructive and have been used in Eleventh Circuit Courts in assessing the fairness, reasonableness, and adequacy of proposed class action settlements. Under Federal Rule 23(e)(2), in order to give a settlement final approval, the court must consider whether the proposed settlement is “fair, reasonable, and adequate after considering whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate . . . ; and (D) the proposal treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(A)–(D). In determining whether the relief provided is adequate, Courts must consider: “(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3).” Fed. R. Civ. P. 23(e)(2)(C)(i)–(iv). While these factors do overlap with the *Bennett* factors, Plaintiffs will examine the Settlement under both standards below.

V. ARGUMENT

A. The *Bennett* Factors Weigh in Favor of Settlement Approval

1. The Benefits of Settlement Outweigh the Risks at Trial

Settlement Class Members who submit valid claims are eligible to receive compensation, including (1) compensation for documented losses, including compensation for lost time spent dealing with the Data Security Incident; (2) compensation for extraordinary losses; (3) three years of credit monitoring and identity theft insurance; and (4) a \$50 alternative

cash payment in lieu of documented or extraordinary losses and credit monitoring. The value achieved through the Settlement Agreement is guaranteed, where chances of prevailing on the merits are uncertain.

Due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060, 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013).

While Plaintiffs are confident in the strength of their claims, they are also pragmatic in their awareness of the various defenses available to Defendant, as well as the risks inherent to continued litigation. Defendant consistently denied the allegations raised by Plaintiffs and made clear at the outset that it would vigorously defend the case. Through the Settlement, Plaintiffs and Settlement Class Members gain significant benefits without having to face further risk of not receiving any relief at all.

2. The Settlement is Within the Range of Possible Recoveries and is Fair, Adequate, And Reasonable

The second and third *Bennett* factors are often considered together. *See Burrows v. Purchasing Power, LLC*, No. 1:12-CV-22700, 2013 WL 10167232, at *6 (S.D. Fla. Oct. 7, 2013). In evaluating the range of possible recoveries and the fairness, reasonableness, and adequacy of the settlement, “[t]he Court’s role is not to engage in a claim-by-claim, dollar-by-dollar evaluation, but to evaluate the proposed settlement in its totality. *Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1323 (S.D. Fla. 2005). Here, Settlement Class Members have the opportunity to claim significant monetary relief. Settlement Class Members may also claim

three years of identity theft and credit monitoring protection Moreover, the Settlement provides an immediate and substantial benefit to Settlement Class Members. *See Columbus Drywall*, 258 F.R.D. at 559 (court found settlement fair, reasonable, and adequate, and preliminary approval warranted where there was an immediate and substantial benefit to the class). This relief is comparable to at least three similar data breach settlements that were finally approved by Georgia Superior Courts. *See e.g., Paras et al. v. Dental Care Alliance, LLC*, No. 22EV000181 (Ga. Super. Ct. Fulton County) (final approval of data breach class settlement granted September 1, 2022 with up to \$2,000 for most class members with a cap of four hours for lost time, plus two years of credit monitoring); *Cece et al. v. St. Mary's Health Care System, Inc. et al.*, No. SU20CV0500 (Ga. Super. Ct. Athens/Clarke County) (final approval granted of data breach class action settlement on April 4, 2022 with out-of-pocket loss reimbursement of \$750 and 2-years credit monitoring); *Jackson-Battle et al. v. Navicent Health, Inc.*, No. 2020cv072287 (Ga. Super. Ct. Bibb County) (final approval of data breach class settlement granted August 4, 2021 with out-of-pocket expense reimbursement of up to \$2,500). Accordingly, this Settlement is eminently reasonable, especially considering that it avoids the potential contingencies of continued litigation.

3. Continued Litigation Would be Lengthy and Expensive

As discussed above, data breach litigation is difficult, complex, and the rapid evolution of case law make outcomes uncertain. Moreover, early settlement has allowed costs to stay modest—protracted litigation would only serve to increase costs and have a potentially negative effect on Class recovery, which is itself far from guaranteed should litigation continue. Continued litigation would also increase the burden on the Court, without any guaranteed benefit to Plaintiffs or Settlement Class Members. “Complex litigation . . . ‘can occupy a court’s docket for years on end, depleting the resources of the parties and the taxpayers while rendering

meaningful relief increasingly elusive.’” *Woodward v. NOR-AM Chem. Co.*, No. Civ-94-0870, 1996 WL 1063670, at *21 (S.D. Ala. May 23, 1996) (quoting *In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992)). Where a settlement, like here, “will alleviate the need for judicial exploration of . . . complex subjects [and] reduce litigation costs” this factor weighs in favor of approval. *See Lipuma*, 406 F. Supp. 2d at 1324.

4. There Has Not Been Any Opposition to the Settlement, and Experienced Counsel Recommend Approval

There has been almost zero opposition to the Settlement. Only one Settlement Class Member has requested exclusion from the Settlement, *and none have objected*. Thus, this factor weighs heavily in favor of Final Approval. *Columbus Drywall & Insulation, Inc. v. Masco Corp.*, No. 1:04-cv-3066, 2012 WL 12906499, at *3–4 (N.D. Ga. Oct. 26, 2012) (finding fact that not one objection was lodged after campaign of direct mail notice of settlement “weighs heavily in favor of settlement approval”).

Moreover, the Court should give “great weight to the recommendations of counsel for the parties, given their considerable experience in this type of litigation.” *Lunsford v. Woodforest Nat’l Bank*, No. 1:12-cv-103-CAP, 2014 WL 12740375, at *26 (N.D. Ga. May 19, 2014). Here, the Settlement is a result of the efforts of competent, experienced counsel with extensive experience in data breach class action litigation. MPA Decl. ¶ 11. After thoroughly vetting the legal, factual, and evidentiary issues in this case, Settlement Class Counsel recommend approval of the Settlement. *See id.* ¶ 31.

5. Plaintiffs Had Sufficient Information to Evaluate the Merits and Negotiate a Fair, Adequate, And Reasonable Settlement

The final *Bennett* factor allows a Court to consider whether “plaintiffs had access to sufficient information to adequately evaluate the merits of the case and weigh the benefits of settlement against further litigation. *Lipuma*, 406 F. Supp. 2d at 1324. Vast formal discovery is not a requirement. *Id.* (quoting *Cotton v. Hinton*, 559 F.2d 1326, 1332 (5th Cir. 1977)).

This case, though at an early stage when settled, has been thoroughly investigated by counsel experienced in data breach litigation. Settlement Class Counsel's experience and investigation put Plaintiffs in a position to proficiently evaluate the case and negotiate a Settlement they view as fair, reasonable, and adequate, and worthy of preliminary approval.

As such, the *Bennett* factors support Final Approval.

B. The Settlement Is Also Fair, Reasonable, And Adequate In Light Of The Factors Set Forth In The Revised Federal Rule 23(E)(2).

Each of the Rule 23(e) factors weigh in favor of Final Approval.

1. Settlement Class Counsel And Class Representatives Have Adequately Represented the Class.

In determining the adequacy of Settlement Class Counsel and Class Representatives, Courts consider two factors: (1) whether the named plaintiffs and their counsel have any conflicts of interest with the class(es) they seek to represent; and (2) whether the named plaintiffs and their counsel have/will vigorously prosecute the action on behalf of the putative class. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 625, 626 n.20 (1997). In the context of settlement, this includes consideration of the nature and amount of discovery undertaken in the litigation. *See* Fed. R. Civ. P. 23(e)(2)(A), advisory committee's notes to 2018 amendment.

Here Plaintiffs have assisted Settlement Class Counsel by providing documents, reviewing pleadings, keeping in contact with Settlement Class Counsel, remaining available for consultation throughout the litigation and mediation and answering Settlement Class Counsel's many questions, and reviewing the Settlement Agreement. *See* MPA Decl. ¶ 29.

Plaintiffs do not have any conflict with the proposed Settlement Class and have adequately represented them in litigation, and in bringing this case to successful resolution with substantial benefits available to the Class. Specifically, Plaintiffs are a part of the same Settlement Class, suffered the same injury, have the same interest in protecting their private information from disclosure and, as discussed at length in Plaintiffs' Fees Motion, seek only a modest Service Award

compared with those sought by plaintiffs in other class actions.

Settlement Class Counsel has also adequately represented the Settlement Class. Settlement Class Counsel is experienced in the litigation, certification, trial, and settlement of class action cases. MPA Decl. ¶ 27. In negotiating the Settlement Agreement, Settlement Class Counsel had the benefit of years of experience and familiarity with the factual and legal bases for this case, as well as other cases involving data breaches and consumer privacy. *Id.* This understanding of the intricacies of the data breach and consumer privacy space provided Settlement Class Counsel with the tools and perspective to achieve an outstanding recovery for the Settlement Class—and prepared them to litigate this Lawsuit to a successful conclusion if necessary.

Before bringing forth an action against Defendant, Settlement Class Counsel investigated the potential claims against Rödl. Settlement Class Counsel also expended resources researching and developing the legal claims at issue. Armed with their knowledge from other data breach and consumer privacy matters and investigation into this specific case, Settlement Class Counsel was well positioned to evaluate the strengths and weaknesses of Plaintiffs' and the Settlement Class's claims, and the appropriate basis upon which to settle them. Accordingly, this Court should find Plaintiffs and Settlement Class Counsel adequate representatives for the Settlement Class and weigh this factor in favor of Final Approval.

2. The Settlement Is the Product of Good-Faith, Arm's-Length Negotiations (Fed. R. Civ. P. 23(e)(2)(B))

The Settlement Agreement is the result of intensive, arm's-length negotiations between experienced attorneys who are familiar with class action litigation and the legal and factual issues in this Lawsuit. MPA Decl. ¶¶ 9-11. As part of the Settlement negotiations, the Parties participated in a private mediation with a well-respected mediator, Bruce A. Friedman, Esq., at which the Parties reached an agreement in principal. The involvement of a respected third-

party mediator is conclusive evidence that the negotiations here were at arm's length and non-collusive. *Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360, 1384 (S.D. Fla. 2007) (concluding that class settlement was not collusive in part because it was overseen by "an experienced and well-respected mediator").

3. The Settlement Agreement Provides the Class with Significant Relief (Fed. R. Civ. P. 23(e)(2)(C))

As described above, the Settlement Agreement provides substantial relief related to the potential negative impacts of the Data Security Incident. Settlement Class Members who submit valid claims are eligible to receive up to \$400 in ordinary expense reimbursements and payments for lost time and up to \$4,000 in extraordinary expense reimbursements, or a \$50 Alternative Cash Payment, as well as three years of credit monitoring services and at least \$1 million in fraud protection. Plaintiffs and Class Members will be the beneficiaries of extensive data security enhancements implemented by Defendant. Importantly, the value achieved through the Settlement Agreement is guaranteed, where chances of prevailing on the merits are uncertain. These payments, combined with the equitable relief and financial asset and credit monitoring services are of real value. *See Columbus Drywall*, 258 F.R.D. at 559 (court found settlement fair, reasonable, and adequate, and preliminary approval warranted where there was an immediate and substantial benefit to the class).

i. The Likely Costs, Risks, And Delay of Trial and Appeal Are Great (Fed. R. Civ. P. 23(e)(2)(C)(i))

As discussed at length above, Plaintiffs understand that should litigation continue, Defendant will assert a number of potentially case-dispositive defenses. While Plaintiffs are confident in the strength of their claims, they are also pragmatic in their awareness of the various defenses available to Defendant, as well as the risks inherent to continued litigation. Defendant has consistently denied the allegations raised by Plaintiffs and made clear at the outset that it would vigorously defend the case. Through the Settlement, Plaintiffs and

Settlement Class Members gain significant benefits without having to face further risk of not receiving any relief at all.

- ii. *The Settlement Provides for Effective Distribution of Relief (Fed. R. Civ. P. 23(e)(2)(C)(ii))*

Distribution of relief is effective in that all Settlement Class Members are eligible to make Claims pursuant to the Settlement Agreement, and payments will be made promptly upon the Effective Date of the Settlement and approval of the Claims.

- iii. *The Terms Pertaining to the Award For Attorneys' Fees Are Fair And Reasonable (Fed. R. Civ. P. 23(e)(2)(C)(iii))*

Here, the \$200,000.00 requested for combined attorneys' fees and expenses is reasonable, as explained in detail in the Fees Motion. Class Counsel have negotiated a Settlement which provides for significant monetary recovery, and the opportunity to claim credit monitoring to protect Settlement Class Members from potential effects of the Data Security Incident going forward. As discussed at length in the Fees Motion, these fees and expenses are reasonable in light of the work and skills required to litigate the Lawsuit, the contingent nature of the Lawsuit and market value of services provided, and the extraordinary results obtained on behalf of Plaintiffs and Settlement Class Members.

- iv. *There Are No Additional Agreements That Need to Be Considered by The Court Under Rule 23(e)(3) (I.R.C.P. 77(e)(3) & Fed. R. Civ. P. 23(e)(2)(C)(iv))*

The Settlement Agreement and attachments are the only agreements impacting the Settlement at issue. As such, there are no additional agreements for this Court to consider and this factor weighs in favor of Final Approval.

- 4. The Settlement Treats Settlement Class Members Equitably Relative to Each Other, and Settlement Class Members Had the Opportunity to Object to Or Opt-Out of the Settlement (Fed. R. Civ. P. 23(E)(2)(D))

As described above, each Settlement Class Member is eligible to make a Claim for the same benefits. Additionally, any Settlement Class Member who felt they had a more valuable

Claim had the opportunity to opt-out of the Settlement and pursue it. *McWhorter v. Ocwen Loan Servicing LLC*, No. 2:15-cv-01831, 2019 WL 9171207, at *12 (N.D. Ala. Aug. 1, 2019) (finding settlement class members' ability to exclude themselves from a settlement as a symbol of equitable treatment and weighing it in favor of final approval).

VI. CONCLUSION

Plaintiffs have negotiated a fair, adequate, and reasonable Settlement. The Settlement Agreement was reached only after extensive arm's-length negotiations, and an assessment of both the *Bennett* factors and the revised Rule 23 factors weighs in favor of final approval. For these and the above reasons, and all those set forth in Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, Plaintiffs respectfully request this Court certify the Class for Settlement purposes, grant their unopposed Motion for Final Approval of Class Action Settlement, and also grant the Motion for Attorneys' Fees, Expenses, and Service Awards previously filed on June 18, 2026. A proposed order granting this motion is submitted herewith.

Dated: July 24, 2026,

Respectfully submitted,

/s/ Casondra Turner

Casondra Turner (GA Bar No. 418426)

MILBERG PLLC

260 Peachtree Street NW, Suite 2200

Atlanta, GA 30303

Tel: (771) 772-3086

E: cturner@milberg.com

Settlement Class Counsel

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document and all attachments were served on all counsel of record on July 24, 2026 via the Court's efile system.

/s/ Casondra Turner
Casondra Turner

EXHIBIT 1

**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

DECLARATION OF DUE DILIGENCE

I, Ally Rakow, pursuant to 28 U.S.C. § 1746, state as follows:

1. I am over the age of twenty-one. I am competent to give this declaration. This declaration is true and correct to the best of my knowledge, information, and belief.

2. I am a Project Manager for Analytics Consulting LLC (hereinafter “Analytics”), located at 18675 Lake Drive East, Chanhassen, Minnesota, 55317. As a Project Manager, I am responsible for overseeing the settlement administration in the above-captioned litigation.

3. Analytics was engaged to provide settlement administration services in the *Rödl Management Data Security Incident Settlement*. In this capacity, Analytics was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) printing and mailing the Notices of Class Action Settlement; (d) receiving and validating Requests for Exclusion, Objections and Claims submitted by Settlement Class Members; (e) processing and mailing payments to Settlement Class Members and Class Counsel; (f) establishing a dedicated Settlement Post Office Box; (g) creating and

maintaining Dedicated Toll-Free Number with an interactive voicemail help line and Settlement Website to provide Settlement Class Members with information concerning the Settlement and claims process; and (h) performing other tasks as the Parties mutually agree or the Court orders Analytics to perform.

Direct Notice

4. On April 10, 2026, Analytics received two mailing lists (“Class List”) from Counsel for Defendant. The combined data files contained 11,640 records, including names and last-known mailing addresses for Settlement Class Members.

5. On April 27, 2026, Analytics received the Court-approved Long Form Notice (“Class Notice”), Postcard Notice, and Claim Form. The Class Notices advised Settlement Class Members of their right to request exclusion from the Settlement, object to the Settlement or file a Claim Form and the implications of each such action. The Class Notice advised Settlement Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how they could obtain additional information.

6. In preparation for mailing, mailing addresses were updated using the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“USPS”)¹; certified via the Coding Accuracy Support System (“CASS”)²; and verified through Delivery Point Validation (“DPV”).³ This ensures that all appropriate steps have been taken to send Class Notices to current and

¹ The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and last known address.

² The CASS is a certification system used by the USPS to ensure the quality of ZIP +4 coding systems.

³ Records that are ZIP +4 coded are then sent through Delivery Point Validation (“DPV”) to verify the address and identify Commercial Mail Receiving Agencies. DPV verifies the accuracy of addresses and reports exactly what is wrong with incorrect addresses.

valid addresses. This address-updating process is standard and is required by the USPS for mailings of this size.

7. Analytics identified and excluded the following from the mailing list: 1) 124 duplicate Settlement Class Member records; 2) 53 foreign worker records; and, 3) 153 records associated with Companies.

8. This process resulted in 11,310 Settlement Class Members.

9. On May 4, 2026, Analytics mailed the approved Postcard Notice to the most current mailing address of 11,310 Settlement Class Members via USPS First Class Mail⁴. A copy of the Postcard Notice is attached hereto as **Exhibit 1**.

10. Analytics requested that the USPS return (or otherwise notify Analytics) of Class Notices with undeliverable mailing addresses. Of the notices mailed to 11,310 class members, 1,121 were returned as undeliverable. Analytics was able to locate updated addresses for and remail notices to 366 members. This research was performed using Experian's TrueTrace and Metronet Databases, research tools that draw upon Experian's credit reporting database as well as additional third-party sources⁵. The class notice was successfully delivered to 10,555 Settlement Class Members (93.32% of the Settlement Class).

Phone and Email Support

11. To support the mailing of the Class Notice, Analytics established and continues to maintain a toll-free telephone number for the Action, (855) 401-8288. This toll-free telephone line connects callers with an Interactive Voice Recording ("IVR"). By calling this number, Class Members

⁴ An additional 153 Postcard Notices were mailed to companies. These records fall outside of the class definition.

⁵ TrueTrace draws on Experian's consumer credit database of more than 200 million consumers and 140 million households, and through third party sources (Clarity's alternative payday information and Experian RentBureau property management database) provides access to 100 million thin-file and underbanked consumers. Experian's Metronet database provides data regarding 215 million consumers in 110 million living units across United States.

are able to listen to pre-recorded answers to Frequently Asked Questions (“FAQs”) or request to have a Notice mailed to them. The toll-free telephone line and IVR have been available 24 hours a day, 7 days a week.

12. In addition, Monday through Friday from 8:30 a.m. to 5:00 p.m. Central Time (excluding official holidays), callers to the toll-free telephone line are able to speak to a live operator regarding the status of the Action and/or obtain answers to questions they may have about the Notice. During other hours, callers may request a call back which is automatically queued the next business day.

13. Automated messages are available to Class Members 24 hours a day, 7 days a week, with live call center agents also available during standard business hours. Analytics’ IVR system allows Class Members to request a return call if they call outside of business hours.

14. Class Members could also email a dedicated email address RMDDataSettlement@noticeadministrator.com with questions regarding the Settlement. The toll free telephone number and email were included in the Class Notice.

15. Analytics’ staff spent the necessary time to answer each Class Member’s questions regarding the Settlement and settlement allocations. I am aware of no questions from Class Members that were unanswered or otherwise remain outstanding.

Settlement Website

16. To support the mailing of the Class Notice, Analytics established and continues to maintain a Website dedicated to this Action (www.RMDDataSettlement.com) to assist Class Members. The Website address was set forth in the Notice.

17. Recognizing the increasingly mobile nature of communications, the Website is mobile optimized, meaning it can be clearly read and used by Class Members visiting the Website via smart phone or tablet.

18. By visiting the Website, Class Members are able to submit a claim online as well as read and download key information about the litigation, including, without limitation:

- a. important dates and deadlines;
- b. answers to frequently asked questions; and
- c. case documents, including the Class Notice and other relevant case documents such as the Settlement Agreement.

19. The Long Form Notice and Claim Form were available for download at the website, and are attached as **Exhibits 2** and **3**, respectively.

Requests for Exclusion and Objections

20. Class Members could exclude themselves from the proposed settlement by mailing a written statement requesting exclusion from the Class to Analytics, postmarked by July 3, 2026. To date, one (1) exclusion request has been received by Analytics. A copy of the exclusion request is attached as **Exhibit 4**.

21. Class Members could object to the proposed settlement by mailing a written statement objecting to the settlement to Analytics, postmarked by July 3, 2026. To date, zero (0) objections have been received by Analytics.

Submission of Claim Forms

22. Settlement Class Members must return a valid Claim Form postmarked by August 3, 2026, in order to receive a settlement payment from the proposed settlement. As of the date of this declaration, a total of 329 Claim Forms have been received.

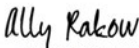
23. To date, 9 timely Claim Forms are currently partially deficient due to insufficient supporting documentation for their ordinary and/or extraordinary out-of-pocket losses, but each is

currently valid for at least one other Settlement Benefit. All 9 claims are going through the deficiency process. The deadline to submit a corrected Claim Form is August 3, 2026.

24. Analytics' work in connection with this matter will continue with the completion of claims processing, the issuance and mailing of the settlement checks and digital payments, and to do the necessary tax reporting for the settlement fund.

25. The current estimated cost for Settlement Administration, including both notice and claims administration, is \$23,018.

I declare under penalty of perjury that the foregoing is true and correct.

Signed by:

8FC32D22B47B42E...

Dated: July 24, 2026

Ally Rakow

EXHIBIT 1

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
www.RMDataSettlement.com
or call toll-free **855-401-8288**

A court has authorized this Notice.

*This is not a solicitation from a lawyer.
You are not being sued.*

Postal Service: Please Do Not Mark Barcode

Claim Number: 1111111 - PIN: a!b@c#d\$

ABC1234567890



JOHN Q CLASSMEMBER
123 MAIN ST
ANYTOWN, ST 12345

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 **www.RMDataSettlement.com**.

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 **www.RMDataSettlement.com** 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 August 3, 2026.**

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 **July 3, 2026**, 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 **July 3, 2026**. The Settlement Agreement, available on the Settlement website at **www.RMDataSettlement.com** 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 **August 7, 2026**, at **1:00 p.m.** via Zoom, 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 WWW.RMDATASETTLEMENT.COM FOR COMPLETE INFORMATION.

EXHIBIT 2

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 www.RMDataSettlement.com or by contacting the Claims Administrator at **855-401-8288**.

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 www.RMDataSettlement.com 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 August 3, 2026.**

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim	You must submit a valid Claim to get monetary relief or credit monitoring from this Settlement. Claim Forms must be submitted online by August 3, 2026 or, if mailed, postmarked no later than August 3, 2026.
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue and you will not get any money.
Exclude Yourself	Get out of the Settlement. Get no money. Keep your rights. 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. Your request to exclude yourself must be postmarked no later than July 3, 2026.
File an Objection	Stay in the Settlement, but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than July 3, 2026.
Go to a Hearing	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. The Final Approval Hearing is scheduled for August 7, 2026, at 1:00 pm ET and will be held via Zoom.

WHAT THIS NOTICE CONTAINS

Basic Information Page 4

1. How do I know if I am affected by the Lawsuit and Settlement?
2. What is this case about?
3. Why is there a Settlement?
4. Why is this a class action?
5. How do I know if I am included in the Settlement?

The Settlement Benefits Pages 5-6

6. What does this Settlement provide?
7. How to submit a Claim?
8. What am I giving up as part of the Settlement?
9. Will the Class Representatives receive compensation?

Exclude Yourself Page 6-7

10. How do I exclude myself from the Settlement?
11. If I do not exclude myself, can I sue later?
12. What happens if I do nothing at all?

The Lawyers Representing You.....Page 7

13. Do I have a lawyer in the case?
14. How will the lawyers be paid?

Objecting to the Settlement Page 7-8

15. How do I tell the Court that I do not like the Settlement?
16. What is the difference between objecting and asking to be excluded?

The Final Approval Hearing.....Page 8

17. When and where will the Court decide whether to approve the Settlement?
18. Do I have to come to the hearing?
19. May I speak at the hearing?

Do Nothing Page 9

20. What happens if I do nothing?

Get More Information.....Page 9

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

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 www.RMDataSettlement.com.

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 www.RMDataSettlement.com 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 www.RMDataSettlement.com, call toll-free at 855-401-8288, 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 August 3, 2026; 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 August 3, 2026. 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 **August 3, 2026** or postmarked no later than **August 3, 2026**. You can submit an online claim or download a Claim Form at www.RMDataSettlement.com, or you can call the Claims Administrator toll-free at 855-401-8288 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 www.RMDataSettlement.com.

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 Representatives 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 **July 3, 2026** 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 www.RMDataSettlement.com or from the Claims Administrator by calling 855-401-8288.

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 Casondra 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, www.RMDataSettlement.com, 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 **July 3, 2026**.

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 **July 3, 2026**.

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 **July 3, 2026**. 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 **July 3, 2026**, 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 **August 7, 2026, at 1:00 pm ET** via Zoom. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check www.RMDDataSettlement.com 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 www.RMDataSettlement.com or call 855-401-8288. 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 3

Your claim must
be submitted
online or
postmarked by:
AUGUST 3, 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 www.RMDataSettlement.com 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 August 3, 2026

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 August 3, 2026; 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 August 3, 2026. 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.

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 www.RMDataSettlement.com 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

☐ 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:

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 August 3, 2026.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
☐ 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.	M M – D D – Y Y	

VI. 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, 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 August 3, 2026.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss																									
☐ Extraordinary loss expenses incurred as a result of this Data Security Incident	<table border="1"><tr><td></td><td></td><td>—</td><td></td><td></td><td>—</td><td></td><td></td></tr><tr><td>M</td><td>M</td><td></td><td>D</td><td>D</td><td></td><td>Y</td><td>Y</td></tr></table>			—			—			M	M		D	D		Y	Y	\$ <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>.</td><td></td><td></td></tr></table>							.		
		—			—																						
M	M		D	D		Y	Y																				
						.																					
Provide a written description of your extraordinary loss expenses: 																											
Provide a written explanation of your actual, documented identity theft, why it was more likely than not caused by this Data Incident, and your reasonable efforts to avoid, or seek reimbursement for, the loss: 																											
YOU MUST SUBMIT THIRD PARTY DOCUMENTATION OF THE IDENTITY THEFT AND YOUR EXTRAORDINARY LOSS EXPENSES.																											
Examples of Supporting Documentation: Bank statements, credit card statements, letters from the IRS or other tax authorities, letters from state unemployment agencies, and police reports.																											

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.

VIII. 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 Signed

EXHIBIT 4



Ronald Redd

Pinson, AL 35126-3630

4956

May 11, 2026

Rödl Management Data Security Incident

c/o Analytics Consulting LLC

P.O. Box 2002

Chanhassen, MN 55317-2002

To Whom it May Concern:

Please exclude me from the lawsuit and settlement for:

Name: Ronald Redd

Address: Pinson, Alabama 35126

Phone: 956

Claim #: 1009238

PIN:

Case #: 25EV012126

RE: Fuchs, et al., V Rödl Management, Inc d/b/a Rödl & Partner, Case No. 25EV012126

Regards,

 5/11/26

Ronald Redd

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 www.RMDDataSettlement.com.

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 www.RMDDataSettlement.com 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 August 3, 2026.

Who represents me? The Court has appointed Casandra 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 July 3, 2026, 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 July 3, 2026. The Settlement Agreement, available on the Settlement website at www.RMDDataSettlement.com 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 August 7, 2026, at 1:00 p.m. via Zoom, 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 WWW.RMDDATASETTLEMENT.COM FOR COMPLETE INFORMATION.

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
www.RMDDataSettlement.com
or call toll-free 866-401-8288

A court has authorized this Notice.

This is not a solicitation from a lawyer.
You are not being sued.

*Please
exclude
me
Ronald Redd
5/11/24*

Presorted
First-Class Mail
U.S. Postage
PAID
Twin Cities MN
Permit #26296

Postal Service: Please Do Not Mark Barcode

Claim Number: 1009238 - PIN: [REDACTED]

[REDACTED]
RONALD REDD
[REDACTED]
PINSON AL 35126-3630
[REDACTED] 495-6

Ronald Redd

[REDACTED]
Pinson, AL 35126-

BIRMINGHAM AL

15 MAY 2026

FIRST-CLASS

US POSTAGE IMPITNEY BOWES



ZIP 35243

02 7H

0006016206

\$ 000.74⁰

MAY 12 2026

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

55317-200202



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100