

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

**GRANTED**

**[PROPOSED] FINAL ORDER AND JUDGMENT**

Before the Court is Plaintiffs' Unopposed Motion for 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 HEREBY 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 April 3, 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, one potential Settlement Class Member has 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

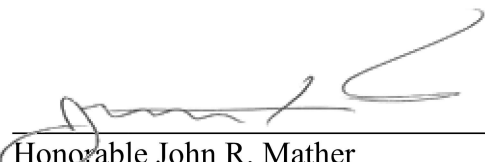
the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation 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 8/7/2026 day of \_\_\_\_\_, 2026.

  
\_\_\_\_\_  
Honorable John R. Mather  
Judge, State Court of Fulton County, Georgia