

EXHIBIT A
SETTLEMENT AGREEMENT

**IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA**

IN RE FIRST CHATHAM BANK
CUSTOMER DATA SECURITY BREACH
LITIGATION

Case No.: SPCV25-00142-MI

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, individually and on behalf of the Settlement Class, and Defendant. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant was a financial institution and family of banks headquartered in Savannah, Georgia with eight branch locations in the surrounding area.² Defendant collected, maintained, and stored information pertaining to current and former customers and employees, including Private Information.

2. On or about September 25, 2024, Defendant experienced a cyberattack on its computer systems. The files accessed may have included the following information provided to Defendant for services or employment, or both: names, addresses, dates of birth, driver's license numbers, Social Security numbers, financial account numbers, and payment card information.

3. On January 17, 2025, Defendant began sending notice letters to affected individuals regarding the Data Incident.

4. On February 3, 2025, Plaintiff Ricky Robertson filed the first complaint against

¹ All capitalized terms herein shall have the same meanings as those defined in Section II herein.

² Defendant was acquired by Cadence Bank in May 2025.

Defendant for claims arising out of its role in the Data Incident, in the Superior Court of the State of Georgia, Chatham County. Case No. SPCV25-00142-MI.

5. Three other cases arising out of the Data Incident were filed in the Superior Court of the State of Georgia, Chatham County, which the court consolidated on March 28, 2025.

6. On May 22, 2025, Plaintiffs filed their Consolidated Class Action Complaint incorporating the claims of Plaintiffs Lucas Orr, Michael Blanski, and Lisa Fort, alleging claims for: (1) negligence/negligence *per se*, (2) breach of implied contract; (3) unjust enrichment; (4) declaratory judgment; (5) violation of O.C.G.A. § 13-6-11; and (6) violation of the Georgia Uniform Deceptive Trade Practices Act, O.C.G.A. §§ 10-1-370 *et seq.*

7. Thereafter, the Parties decided to explore resolution. Plaintiffs consulted with liability and damage experts and propounded informal discovery requests on Defendant to which Defendant responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims impacted, and the specific type of information breached.

8. The Parties stipulated to extend the time for Defendant to respond to the Complaint from July 7, 2025 to September 5, 2025, and stipulated a second time to extend the deadline to October 6, 2025.

9. The Parties continued to engage in settlement negotiations, and reached an agreement in principle on October 1, 2025. On that date, the Parties submitted to the Court a Joint Notice of Settlement and Motion to Stay all Deadlines, which was granted on October 3, 2025.

10. The Parties agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the

allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

11. “**Action**” means the consolidated class action lawsuit entitled: *In re First Chatham Bank Customer Data Security Breach Litigation*, Case No. No. SPCV25-00142-MI (Ga. Super. Ct., Chatham Cnty.).

12. “**Agreement**” or “**Settlement Agreement**” or “**Settlement**” means this agreement between Plaintiffs and Defendant, including all Exhibits.

13. “**Application for Attorneys’ Fees, Costs and Service Awards**” means the

application made with the Motion for Final Approval seeking Class Counsel's attorneys' fees and costs, and service awards for the Class Representatives.

14. **"Cash Payment"** means compensation paid to Settlement Class Members who submitted a Claim of an estimated \$100.00 cash payment.

20. **"Claim"** means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

21. **"Claim Form"** means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

22. **"Claim Form Deadline"** shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Cash Payment.

23. **"Claimant"** means an individual who submits a Claim Form.

24. **"Claims Process"** means the process by which Claimants may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

25. **"Class Counsel"** means MaryBeth V. Gibson of Gibson Consumer Law Group, LLC, Steven Sukert of Kopelowitz Ostrow P.A., Ra O. Amen of Mason LLP, and Mark S. Reich of Levi & Korsinsky, LLP.

26. **"Class List"** means a list of Settlement Class Members' full names and postal addresses as reflected in Defendant's records who were notified by Defendant that their personally identifying information was included in files affected by the Data Incident, that Defendant shall prepare and provide to the Settlement Administrator following Preliminary Approval.

27. **“Class Representatives”** means Ricky Robertson, Lucas Orr, Michael Blanski, and Lisa Fort, the Plaintiffs whom the Court approves as representatives of the Settlement Class.

28. **“Complaint”** means the Consolidated Class Action Complaint filed by Plaintiffs on May 22, 2025.

29. **“Court”** means the Superior Court of Chatham County, State of Georgia and the Judge Christopher Middleton assigned to the Action.

30. **“Data Incident”** means the cybersecurity incident involving the Defendant resulting in the unauthorized access to or acquisition of Settlement Class Members’ Private Information on or about September 25, 2024.

31. **“Defendant”** means First Chatham Bank, the Defendant in the action.

32. **“Defendant’s Counsel”** means Gavin Reinke of Alston & Bird LLP.

33. **“Effective Date”** means the later of: (a) the first business day that is 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

34. **“Escrow Account”** means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

35. **“Final Approval”** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

36. **“Final Approval Hearing”** means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs and Service Awards.

37. **“Final Approval Order”** means the order granting Final Approval of the Settlement, substantially in the form attached hereto as ***Exhibit 5***.

38. **“Long Form Notice”** means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

39. **“Motion for Final Approval”** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Awards.

40. **“Motion for Preliminary Approval”** means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

41. **“Notice”** means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

42. **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice, Long Form Notice, Settlement Website, and the Settlement Class toll-free telephone number.

43. **“Notice of Deficiency”** means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

44. **“Objection Deadline”** means 15 days before the initial scheduled Final Approval Hearing.

45. **“Opt-Out Deadline”** means the 15 days before the initial scheduled Final Approval Hearing.

46. **“Party”** means each of the Plaintiffs and Defendant, and **“Parties”** means Plaintiffs

and Defendant, collectively.

47. “**Plaintiffs**” mean Ricky Robertson, Lucas Orr, Michael Blanski, and Lisa Fort, the Plaintiffs in the Action.

48. “**Postcard Notice**” means the Postcard Notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1*** that the Settlement Administrator shall distribute to Settlement Class Members.

49. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

50. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 4***.

51. “**Private Information**” means the information collected by Defendant, pertaining to current and former customers and employees, that was impacted in the Data Incident, including, but not limited to, names, addresses, dates of birth, driver’s license numbers, Social Security numbers, financial account numbers, and payment card information.

52. “**Releases**” means the releases and waiver set forth in Section XIII of this Agreement.

53. “**Released Claims**” means any and all past, present, and future claims, causes of action, counterclaims, lawsuits, rights, losses, remedies, demands, charges, complaints, actions, obligations, remedies, damages, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary sanctions or damages for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, penalties,

interest, attorneys' fees, costs, or expenses, whether known or unknown, contingent or vested, matured or unmatured, accrued or not accrued, liquidated or unliquidated, suspected or unsuspected, or capable of being known or suspected, that in any way concern, arise out of, or relate to the Data Incident, the alleged access, exposure, or compromise of any Settlement Class Member's Private Information, and/or any other allegations, facts, or circumstances described in the Action or the Complaint.

- a. For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 *et seq.* and any similar statutes in effect in the United States or in any states in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory

relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

54. **"Released Parties"** means Defendant and its current, former, and future parents, subsidiaries, divisions, insurers, and affiliated companies, as well as these entities' respective predecessors, successors, assigns, directors, officers, managing members, employees, agents, vendors, insurers, reinsurers, members, owners, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, customers, clients, service providers, and retailers.

55. **"Releasing Parties"** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

56. **"Settlement Administrator"** means Simpluris, Inc.

57. **"Service Awards"** means any payments made, subject to Court approval, to Class Representatives.

58. **"Settlement Administration Costs"** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

59. **"Settlement Class"** means all living individuals residing in the United States who were sent a notice by Defendant that their Private Information was impacted in the Data Incident. Excluded from the Settlement Class are (a) Defendant, any entity in which Defendant has a controlling interest, and Defendant's senior executive management, successors, subsidiaries, and

assigns; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

60. **"Settlement Class Member"** means any person within the definition of Settlement Class as defined in Paragraph 59.

61. **"Settlement Class Member Benefit"** means the Cash Payment that Settlement Class Members may elect to Claim pursuant to Section V herein.

62. **"Settlement Fund"** means the non-reversionary all cash \$475,000.00 fund that Defendant is obligated to fund or cause to be funded under the terms of the Settlement.

63. **"Settlement Website"** means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

64. **"Taxes"** means (i) any applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon the Parties or the Parties' Counsel with respect to any income or gains earned by or in respect of the Settlement Fund; (ii) any other taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses,

liabilities, and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

65. “**Valid Claim**” means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Settlement Fund

66. Within 15 business days following Preliminary Approval, Defendant shall pay or cause to be paid \$475,000.00, as directed by the Settlement Administrator, to fund the Escrow Account establishing the Settlement Fund. Defendant shall not be responsible for any other payments under the Settlement. The Settlement Fund shall be used to pay all Settlement Administration Costs, any Court-awarded attorneys’ fees, costs, and Service Awards, and all Settlement Class Member Benefits.

67. Under no circumstances shall Defendant be obligated to pay or cause to be paid more than \$475,000.00. No funds shall revert back to Defendant, except in the event this Agreement is voided, cancelled, or terminated, as described in Section XIV of this Agreement.

68. Class Counsel and/or the Settlement Administrator shall furnish to Defendant any required account information, wiring instructions, or necessary forms (including a properly completed and signed IRS Form W-9 that includes the employer identification number for the Settlement Fund Account) within 5 days following Preliminary Approval.

69. The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All Taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any Taxes or tax detriments that may be imposed on Defendant, Defendant’s Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel harmless for all Taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

70. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and

Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Consideration

71. In submitting a Claim, Settlement Class Members may claim the *pro rata* Cash Payment in an estimated amount of \$100.00. If a Settlement Class Member does not submit a Valid Claim or opt-out of the Settlement, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

72. ***Pro Rata Adjustments on Cash Payments*** – Settlement Class Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

VI. Settlement Approval

73. Within 10 days following execution of this Agreement, Plaintiffs shall file the Motion for Preliminary Approval. The proposed Preliminary Approval Order is attached hereto as **Exhibit 4.**

74. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Process set forth herein and approve the Claim Form; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Plaintiffs Ricky Robertson,

Lucas Orr, Michael Blanski, and Lisa Fort as Class Representatives and MaryBeth V. Gibson, Ra O. Amen, Steven Suekrt, and Mark S. Reich as Class Counsel for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

75. The Parties agree that, subject to Court approval, Simpluris, Inc. shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

76. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and ensuring the distribution of Settlement Class Member benefits.

77. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

b. Establishing and maintaining the Settlement Fund in the Escrow Account

approved by the Parties;

c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

e. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;

f. Responding to any mailed Settlement Class Member inquiries;

g. Processing all opt-out requests from the Settlement Class;

h. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and the amount of each benefit claimed, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Distributing, out of the Settlement Fund, Cash Payments by electronic

means or by paper check;

k. Paying Court-approved attorneys' fees, costs, and the Service Awards out of the Settlement Fund;

l. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

m. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel.

VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

78. Defendant will make the Class List available to the Settlement Administrator no later than five days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

79. Within 20 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court.

80. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and

deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

81. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

82. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and it shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

83. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by

U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. In other words, objections by mail postmarked later than the Objection Deadline are late and will not be considered by the Court. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

84. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
 - e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed

objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

85. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

86. The Notice Program shall be completed no later than 45 days before the initial scheduled date for the Final Approval Hearing.

IX. Claim Process and Disbursement of Cash Payments

87. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

88. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

89. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

90. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

91. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and

Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

92. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

93. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;

- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

94. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

95. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the

decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

96. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

97. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 30 days after the Effective Date.

98. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 180 days to select their electronic payment. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

X. Final Approval Order and Final Judgment

99. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of

the Application for Attorneys' Fees, Costs and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs and Service Awards provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

100. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its

terms.

XI. Attorneys' Fees, Costs and Service Award

101. *Service Awards* – As part of the Motion for Final Approval, Class Counsel shall apply to the Court for Service Awards in the amount of \$2,000.00 for each of the Class Representatives. The Service Awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within five days of the Effective Date.

102. *Attorneys' Fees and Costs* – As part of the Motion for Final Approval, Class Counsel shall apply to the Court for an award of attorneys' fees of up to 35% of the Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within five days of the Effective Date.

103. This Settlement is not contingent on approval of the request for attorneys' fees, costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees, costs, and Service Awards were negotiated after all material terms of the Settlement.

XII. Disposition of Residual Funds

104. In the event there are funds remaining in the Settlement Fund 20 days following the 180-day period to cash checks or for Settlement Class Members to select the form of electronic payment, following payment of Settlement Class Member Payments, any residual shall be distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court.

XIII. Releases

105. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, including without limitation under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

106. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

107. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court

order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XIV. Termination of Settlement

108. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order without material change to the Parties' agreed-upon proposed Preliminary Approval Order;
- c. Notice has been provided to the Settlement Class in accordance with the Preliminary Approval Order;
- d. The Court has entered the Final Approval Order consistent with the requirements as set forth in Section XX and without material change to the Parties' agreed-upon proposed Final Approval Order and Judgment, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- e. The Effective Date has occurred.

109. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

110. In the event this Agreement is terminated or fails to become effective, then the following shall occur:

- a. The Parties shall return to the *status quo ante* in the Action as if the Parties

had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

b. Any Court orders approving certification of the Settlement Class and any other orders entered pursuant to this Agreement shall be null and void and vacated, and neither those orders nor any statements made in connection with seeking approval of the Agreement may be used in or cited by any person or entity in support of claims or defenses or in support of or in opposition to a class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim;

c. This Agreement shall become null and void, and the fact of this Settlement and that Defendant did not oppose certification of the Settlement Class shall not be used or cited by any person or entity in support of claims or defenses or in support of or in opposition to a class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving any Released Claims; and

d. Within 10 days of receiving notice of a termination event from Defendant, the Settlement Administrator shall pay to Defendant an amount equal to the Settlement Fund, together with any interest or other income earned thereon, less (i) any Taxes paid or due with respect to such income and (ii) any reasonable and necessary costs of settlement administration and implementing the Notice Program already actually incurred and paid or payable from the Settlement Fund pursuant to the terms of this Agreement.

XV. Effect of Termination

111. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

112. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVI. No Admission of Liability

113. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

114. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

115. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

116. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

117. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this

Agreement or the Releases contained herein.

XVII. Miscellaneous Provisions

118. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

119. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

120. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

121. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good

faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

122. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

123. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

124. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

125. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Georgia, without regard to the principles thereof regarding choice of law.

126. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

127. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation,

enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

128. **Notices.** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

MaryBeth V. Gibson
Gibson Consumer Law Group, LLC
4279 Roswell Road, Suite 208-108
Atlanta, GA 30342
marybeth@gibsonconsumerlawgroup.com

Steven Sukert
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
sukert@kolawyers.com

Ra O. Amen
Mason LLP
5335 Wisconsin Avenue, NW, Suite 640
Washington, DC 20015
ramen@masonllp.com

Mark S. Reich
Levi & Korsinsky, LLP

33 Whitehall Street, 17th Floor
New York, NY 10004
mreich@zlk.com

If to Defendant or Defendant's Counsel:

Gavin Reinke
Alston & Bird LLP
1201 West Peachtree Street
Atlanta, GA 30309
gavin.reinke@alston.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

129. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

130. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

131. ***Authority.*** Class Counsel (for Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

132. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be

considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

133. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

134. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

CLASS COUNSEL (for Plaintiffs and the Settlement Class)

MaryBeth V. Gibson
GIBSON CONSUMER LAW GROUP, LLC

Steven Sukert
KOPELOWITZ OSTROW P.A.

Ra O. Amen
MASON LLP

Mark S. Reich
LEVI & KORSINSKY, LLP

DEFENDANT FIRST CHATHAM BANK


By: Amy Eldridge
Its: SVP, Assistant

COUNSEL FOR DEFENDANT


Gavin Reinke
ALSTON & BIRD LLP

CLASS COUNSEL (for Plaintiffs and the Settlement Class)

 Dated: 12/9/2025
Mary Beth V. Gibson
GIBSON CONSUMER LAW GROUP, LLC

 Dated: 12/9/2025
Steven Sukert
KOPELOWITZ OSTROW P.A.

 Dated: 12/9/2025
Ra O. Amen
MASON LLP

 Dated: 12/10/2025
Mark S. Reich
LEVI & KORSINSKY, LLP

DEFENDANT FIRST CHATHAM BANK

Dated: _____
By:
Its:

COUNSEL FOR DEFENDANT

Dated: _____
Gavin Reinke
ALSTON & BIRD LLP

EXHIBIT 1

First Chatham Data Incident Settlement
c/o Settlement Administrator
P.O. Box
Santa Ana, CA 92799-9958

In re First Chatham Bank Customer Data
Security Breach Litigation
Case No. SPCV25-00142-MI

IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE SEPTEMBER 2024
FIRST CHATHAM BANK DATA INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS AND
ENTITLE YOU TO A CASH PAYMENT.

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

THIS NOTICE IS ONLY A SUMMARY.
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.



First-Class
Mail
US Postage
Paid
Permit # __

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached with First Chatham Bank ("First Chatham" or "Defendant") in a class action lawsuit ("Settlement"). The case is about the September 2024 cyberattack on First Chatham's computer systems ("Data Incident"). Files containing Private Information were accessed. First Chatham denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the class as: "All living individuals residing in the United States who were sent a notice by Defendant that their Private Information was impacted in the Data Incident."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

What are the Settlement benefits?

You can claim a **Pro Rata Cash Payment** in an estimated amount of \$100.00.

The amount of this payment may go up or down from the estimated amount, because it will be calculated by dividing the net money from the Settlement Fund by the number of Class Members who submit a Valid Claim. Full details and instructions are available online and in the Long Form Notice.

How do I receive a benefit?

File your claims online. For a full paper Claim Form call **1-XXX-XXX-XXXX**. Claims must be submitted online or postmarked by **[Claims Deadline]**.

What if I don't want to participate in the Settlement or do not like it?

If you do not want to be part of the Settlement, you must opt-out by **[Opt-Out Deadline]** or you will not be able to sue First Chatham for legal issues related to the claims made in *this* lawsuit. If you opt-out, you cannot get make a claim for benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Long Form Notice and Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to 35%, and \$2,000 as a service award for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In re First Chatham Bank Customer Data Security Breach Litigation

Case No. SPCV25-00142-MI

Superior Court for Chatham County, Georgia

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE
SEPTEMBER 2024 FIRST CHATHAM BANK DATA INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO A CASH PAYMENT.**

A court has authorized this notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with First Chatham Bank (“First Chatham” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on First Chatham's computer systems that occurred in September 2024 (the “Data Incident”). Certain files that contained Private Information were accessed. These files may have contained personal information such as names; addresses; dates of birth; driver’s license numbers; Social Security numbers; financial account numbers; and payment card information.
- The lawsuit is called *In re First Chatham Bank Customer Data Security Breach Litigation*, Case No. SPCV25-00142-MI. It is pending in the Superior Court for Chatham County, Georgia (the “Litigation”).
- First Chatham denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- First Chatham's records indicate that you are a Settlement Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from First Chatham.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator.	<u> </u> , 2026
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the Settlement and receive no Cash Payment. You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to separately sue for claims related to the Data Incident. If you opt out, you may not make a claim for benefits under the Settlement.	<u> </u> , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don’t like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement and give up your right to sue on certain claims described in the Settlement Agreement, which is available at www.website.com. .	<u> </u> , 2026
DO NOTHING	Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement. You will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved and released by this Settlement.	No Deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
WHO IS IN THE SETTLEMENT	4
THE SETTLEMENT BENEFITS.....	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS	5
THE LAWYERS REPRESENTING YOU	6
OPTING OUT FROM THE SETTLEMENT	6
COMMENTING ON OR OBJECTING TO THE SETTLEMENT.....	7
THE COURT’S FINAL APPROVAL HEARING	9
IF I DO NOTHING	9
GETTING MORE INFORMATION	9

Basic Information

1. Why was this Notice issued?

The Superior Court for Chatham County, Georgia, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *In re First Chatham Bank Customer Data Security Breach Litigation*, Case No. SPCV25-00142-MI. It is pending in the Superior Court for Chatham County, Georgia. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, First Chatham Bank, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the September 2024 targeted cyberattack on First Chatham's computer systems, certain files that contained Private Information were accessed. These files may have contained personal information such as names; addresses; dates of birth; driver’s license numbers; Social Security numbers; financial account numbers; and payment card information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt-out from the settlement. In this proposed Settlement, the Class Representatives are Ricky Robertson; Lucas Orr; Michael Blanski; and Lisa Fort. Everyone included in this Action are the Settlement Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Settlement Class this way: “All living individuals residing in the United States who were sent a notice by Defendant that their Private Information was impacted in the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) Defendant, any entity in which Defendant has a controlling interest, and Defendant’s senior executive management, successors, subsidiaries, and assigns; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

If you are not sure whether you are a Settlement Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: First Chatham Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

First Chatham Bank will establish a Settlement Fund of \$475,000.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, a Service Award payment for the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used for direct payments to Class Members.

All Settlement Class Members who file a valid claim will receive a **Pro Rata Cash Payment** in an estimated amount of \$100.00. The actual amount may go up or down from the estimated amount, as it will be calculated by dividing the net money from the Settlement Fund by the number of Class Members who submit a Valid Claim. The timing of the *pro rata* adjustment calculation will be made immediately after the processing of all claims, and the Settlement Administrator will issue payments based upon such *pro rata* adjustment calculations as soon as practicable.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: First Chatham Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Settlement Class?

If you stay in the Settlement Class, you won't be able to be part of any other lawsuit against First Chatham about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XIII) describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

First Chatham Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a Final Approval Hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

Please be patient.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys MaryBeth V. Gibson of Gibson Consumer Law Group, LLC; Ra O. Amen of Mason LLP; Steven Sukert of Kopelowitz Ostrow P.A.; and Mark S. Reich of Levi & Korsinsky, LLP, to represent you and other Settlement Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve up to 35% as reasonable attorneys' fees and costs of litigation. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for Service Award payments of \$2,000.00 for each of the Class Representatives. Service Award payments will also be paid from the Settlement Fund.

Opting-Out from the Settlement

15. How do I opt-out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called an Opt-Out Request.

If you opt-out, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you opt-out. However, you will keep any rights you may have to sue First Chatham on your own about the legal issues in this case.

The deadline to opt-out from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Opt-Out Request must have the following information:

- (1) the name of the Litigation: *In re First Chatham Bank Customer Data Security Breach Litigation*, Case No. SPCV25-00142-MI, pending in the Superior Court for Chatham County, Georgia;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words "Opt-Out Request" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

First Chatham Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Opt-Out Request must be submitted and postmarked by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

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

If you are a Settlement Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have opted-out from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *In re First Chatham Bank Customer Data Security Breach Litigation*, Case No. SPCV25-00142-MI, pending in the Superior Court for Chatham County, Georgia;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) all grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- (4) the number of times you have objected to a class action settlement within the 5 years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- (5) the identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- (6) the number of times in which the your counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which your counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- (7) the identity of all counsel (if any) representing you, and whether they will appear at the Final Approval Hearing;
- (8) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (9) a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- (8) your signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be considered, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection by U.S. Mail to the Settlement Administrator, Class Counsel, and Defendant's Counsel.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	First Chatham Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	Counsel for Defendants
MaryBeth V. Gibson Gibson Consumer Law Group, LLC 4279 Roswell Road, Suite 208-108 Atlanta, GA 30342 Ra O. Amen Mason LLP 5335 Wisconsin Avenue, NW, Suite 640 Washington, DC 20015 Steven Sukert Kopelowitz Ostrow P.A. 1 West Las Olas Boulevard, Suite 500 Fort Lauderdale, FL 33301 Mark S. Reich Levi & Korsinsky, LLP 33 Whitehall Street, 17th Floor New York, NY 10004	Gavin Reinke Alston & Bird LLP 1201 West Peachtree Street Atlanta, GA 30309

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not opt-out from the Settlement. Opting out from the Settlement is stating to the Court that you do not want to be part of the Settlement. If you opt-out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room **[Court Room]** of the Superior Court for Chatham County, Georgia, at **[Court Address]**.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The court will also decide Class Counsel's request for an attorneys' fees and costs award and the request for a Service Award to the Class Representatives. The Court will also consider any timely objections to the Settlement.

If you are a Settlement Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, **www.[SettlementWebsite].com**.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: **info@[SettlementWebsite].com**
- Call toll free, 24/7: 1-**XXX-XXX-XXXX**
- By mail: First Chatham Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, **[Court Address]**.

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT 3

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

«Case_Name»
Case No. «Case_Number»
«Court»

«DATA_INCIDENT» SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All living individuals residing in the United States who were sent a notice by Defendant that their Private Information was impacted in the Data Incident.”

Excluded from the Settlement Class are: (1) Defendant, any entity in which Defendant has a controlling interest, and Defendant’s senior executive management, successors, subsidiaries, and assigns; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

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

AVAILABLE BENEFITS

First Chatham Bank will establish a Settlement Fund of \$475,000.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, a Service Award payment for the named Plaintiffs, if approved by the Court, and the costs of administering the Settlement. The net remaining money will be used for direct payments to Class Members.

All Settlement Class Members who file a valid claim will receive a **Pro Rata Cash Payment** in an estimated amount of \$100.00. The amount of this payment may go up or down from the stimated amount, because it will be calculated by dividing the net money from the Settlement Fund by the number of Class Members who submit a Valid Claim that is approved by the Settlement Administrator.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: First Chatham Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE USING YOUR UNIQUE LOGIN ID AND PIN AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

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

«*Case_Name*»
Case No. «Case_Number»
«Court»

«DATA_INCIDENT» SETTLEMENT CLAIM FORM

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

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

You must submit your Claim Form online or by mail no later than [Claims Deadline].

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

«Case_Name»
Case No. «Case_Number»
«Court»

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

«DATA_INCIDENT» SETTLEMENT CLAIM FORM

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Login ID (if known)

II. PRO RATA CASH PAYMENT

- ☐ Check this box if you want to claim the Cash Payment in an estimated amount of \$100.00, subject to *pro rata* adjustment.

III. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

- ☐ **PayPal**
Email address, if different than you provided in Section 1: _____
- ☐ **Venmo**
Mobile number, if different than you provided in Section 1: _____
- ☐ **Zelle**
Email address or mobile number, if different than you provided in Section 1: _____
- ☐ **Virtual Prepaid Card**
Email address, if different than you provided in Section 1: _____
- ☐ **Physical Check**
Payment will be mailed to the address provided in Section 1.

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

«**Case_Name**»
Case No. «Case_Number»
«Court»

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

«DATA_INCIDENT» SETTLEMENT CLAIM FORM

IV. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

EXHIBIT 4

**IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA**

IN RE FIRST CHATHAM BANK
CUSTOMER DATA SECURITY BREACH
LITIGATION

Case No.: SPCV25-00142-MI

PRELIMINARY APPROVAL ORDER

WHEREAS, this Action¹ is a putative class action before this Court;

WHEREAS, Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Defendant, have entered into the Settlement Agreement, which is subject to review and approval by the Court under Ga. Code § 9-11-23 and which, together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against Defendant should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed an unopposed Motion for Preliminary Approval requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) appoint Plaintiffs as Class Representatives; (3) appoint MaryBeth V. Gibson, Steven Sukert, Ra O. Amen, and Mark S. Reich as Class Counsel; (4) preliminarily approve the Settlement; (5) appoint Simpluris, Inc. as the Settlement Administrator; (6) approve the Notice Program and direct that Notice be sent to the Settlement Class; (7) approve the Claim Form and Claims Process; (8) approve the Settlement's opt-out and objection procedures; (8) stay all deadlines in the Action pending Final Approval of the Settlement; (9) enjoin and bar all members of the Settlement Class from initiating or continuing in any litigation or asserting any claims against Defendant and the Released Parties arising out of,

¹ The capitalized terms herein shall have the same meanings as those used in Section II of the Settlement Agreement, attached to the Motion for Preliminary Approval as *Exhibit A*.

relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (10) set a date for the Final Approval Hearing; and

WHEREAS, the Court having reviewed the Motion for Preliminary Approval along with the Settlement and its exhibits and finding that substantial and efficient grounds exist for entering this Preliminary Approval Order granting the relief requested.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Settlement Class Certification:** Pursuant to Ga. Code § 9-11-23(a) and (b)(3), and for purposes of settlement only, the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

All living individuals residing in the United States who were sent a notice by Defendant that their Private Information was impacted in the Data Incident.

Excluded from the Settlement Class are (a) Defendant, any entity in which Defendant has a controlling interest, and Defendant's senior executive management, successors, subsidiaries, and assigns; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

2. **Settlement Fund:** The Settlement provides Cash Payments that Defendant is obligated to pay under the Settlement. The Settlement Fund will be used to pay for the Cash Payments; Settlement Administration Costs; any Court-approved attorneys' fees and costs to Class Counsel; and any Court-approved Service Awards to Plaintiffs for serving as the Class Representatives.

3. The terms of the Settlement (and the Settlement provided for therein) are preliminarily approved and likely to be approved at the Final Approval Hearing pursuant to Ga. Code § 9-11-23(d) as fair, reasonable, and adequate.

4. **Settlement Class Findings:** The Court finds, for purposes of settlement only, and

without any adjudication on the merits, that the prerequisites for certifying the Action as a class action under Ga. Code § 9-11-23(a) and (b)(3) have been satisfied, and that the Court will likely certify at the Final Approval stage a Settlement Class.

5. As to Rule 23(a), the Court finds that: (a) the number of Settlement Class members is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the proposed Class Representatives are typical of the claims of the Settlement Class; (d) the proposed Class Representatives and Class Counsel have and will fairly and adequately represent the interests of the Settlement Class.

6. As to Rule 23(b), the Court finds that questions of law and fact common to the Settlement Class predominate over any questions affecting individual members. Also, a class action is superior to other available methods for fairly and efficiently adjudicating the Action taking into consideration: (i) the interest of members of the class in individually controlling the prosecution or defense of separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class; (iii) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (iv) the difficulties likely to be encountered in the management of a class action. *See* Ga. Code § 9-11-23(b)(3).

7. **Appointment of Class Representatives and Class Counsel:** The Court hereby finds and concludes pursuant to Ga. Code § 9-11-23(a)(4), and for purposes of settlement only, that Plaintiffs Ricky Robertson, Lucas Orr, Michael Blanski, and Lisa Fort are adequate Class Representatives and appoints Plaintiffs Ricky Robertson, Lucas Orr, Michael Blanski, and Lisa Fort as Class Representatives for the Settlement Class.

8. The Court finds that proposed Class Counsel have expended a reasonable amount

of time, effort, and expense investigating the Data Incident. It is clear from their track record of success, as outlined in their resumes, that Class Counsel are highly skilled and knowledgeable concerning class action practice. For purposes of the Settlement only, the Court appoints MaryBeth V. Gibson, Steven Sukert, Ra O. Amen, and Mark S. Reich as Class Counsel to act on behalf of the Settlement Class and the Class Representatives with respect to the Settlement:

9. **Preliminary Approval of the Settlement:** The Court hereby preliminarily approves the Settlement, as embodied in the Agreement, as being fair, reasonable, and adequate, and in the best interest of the named Plaintiffs and the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below.

10. **Settlement Administrator:** Class Counsel are authorized to use Simpluris, Inc. as the Settlement Administrator to supervise and administer the Notice Program and Claims Process, as well as to administer the Settlement should the Court grant Final Approval.

11. **Approval of Notice Program and Notices:** The Court approves, as to form and content, the Notice Program, including the Postcard Notice and Long Form Notice, substantially in the forms attached as exhibits to the Agreement. The Court finds that the Notice Program: (a) is the best notice practicable under the circumstances; (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases contained therein), and their right to opt-out of or to object to the proposed Settlement and appear at the Final Approval Hearing; (c) constitutes due, adequate, and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (d) satisfies the requirements of Ga. Code § 9-11-23, due process, the rules of this Court, and all other applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the

Postcard Notice and Long Form Notice, respectively, before they are mailed, or posted on the Settlement Website.

12. **Claim Form and Claims Process:** The Court approves the Claim Form as set forth in the Settlement, and the Claims Process to be implemented by the Settlement Administrator. The Claim Form is straightforward and easy to complete, allowing each Settlement Class Member to elect the Settlement Class Member Benefit, Should the Court grant Final Approval to the Settlement, Settlement Class Members who do not opt-out of the Settlement shall be bound by its terms even if they though do not submit Claims.

13. **Dissemination of Notice and Claim Forms:** The Court directs the Settlement Administrator to disseminate the Notices and Claim Form as set forth in the Settlement Agreement and as approved herein. Class Counsel and Defendant's counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this order or the Settlement, including making, without the Court's further approval, minor form or content changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

14. **Opt-Outs from the Settlement Class:** The Notice shall provide that any member of the Settlement Class who wishes to opt out from the Settlement Class must request exclusion in writing within the time and manner set forth in the Notice. The Opt-Out requests must strictly and fully comply with the requirements of the Settlement Agreement and Long Form Notice.

15. Any Settlement Class member who timely and validly opts-out from the Settlement Class shall, provided the Court grants Final Approval: (a) be excluded from the Settlement Class by Order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits. Any Settlement Class

member who does not timely and validly request to opt-out shall be bound by the terms of this Settlement.

16. **Objections to the Settlement:** The Notice shall also provide that any Settlement Class Member who does not opt-out from the Settlement Class may object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Clerk of the Court and mailed to the Settlement Administrator, Plaintiffs' Counsel and Defendant's Counsel. Objections must strictly and fully comply with the requirements of the Settlement Agreement and Long Form Notice.

17. **Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards:** Class Counsel intends to seek an award of up to 35% of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, and Service Awards of \$2,000.00 for each of the Class Representatives to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

18. Class Counsel shall file their Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys' fees and costs and Service Awards for the Class Representatives. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all of the requirements listed in the Settlement and in this order.

19. **Termination:** If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class Members, and Defendant, all of whom shall be restored to their respective positions in the Action as provided in the Agreement. In such event, (i) the Parties shall jointly request that all scheduled deadlines in the Action be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose; and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement, including this Preliminary Approval Order, shall be treated as vacated, *nunc pro tunc*, and shall be of no force or effect nor construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or appropriateness (or lack thereof) of class certification outside of the settlement context.

20. **Stay:** All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Settlement and this Preliminary Approval Order.

21. Upon the entry of this order, with the exception of Class Counsel, Defendant's Counsel, Defendant, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

22. **Jurisdiction:** For the benefit of the Settlement Class and to protect this Court's

jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

23. **Final Approval Hearing:** The Court will hold a Final Approval Hearing. The Final Approval Hearing will be conducted for the following purposes: (a) to determine whether the proposed Settlement, on the terms and conditions provided for in the Settlement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of final judgment should be entered dismissing the Action on the merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund is fair and reasonable and should be approved; (d) to determine whether any requested award of attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court does so, the revised date and time shall be posted on the Settlement Website maintained by the Settlement Administrator.

24. **Schedule:** The Court hereby sets the following schedule of events:

Event	Date
Notice Program Begins	Within 20 days of Preliminary Approval
Notice Program Complete	45 days before initial scheduled Final Approval Hearing
Deadline to File Motion for Final Approval, and Application for Attorneys'	45 days before initial scheduled Final Approval Hearing

Fees , Costs, and Service Awards	
Opt-Out Deadline	15 days before initial scheduled Final Approval Hearing
Objection Deadline	15 days before initial scheduled Final Approval Hearing
Claim Form Deadline	15 days before initial scheduled Final Approval Hearing
Final Approval Hearing	_____, 2026, at ____pm/am

SO ORDERED this _____ day of _____, 2025.

Judge, Superior Court of Chatham County
State of Georgia

EXHIBIT 5

**IN THE SUPERIOR COURT OF CHATHAM COUNTY
STATE OF GEORGIA**

IN RE FIRST CHATHAM BANK
CUSTOMER DATA SECURITY BREACH
LITIGATION

Case No.: SPCV25-00142-MI

**[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, Plaintiffs¹ submitted to the Court their Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on _____, 2025, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of Settlement only, the Actions should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed MaryBeth V. Gibson, Steven Sukert, Ra O. Amen, and Mark S. Reich as Class Counsel; (5) appointed Simpluris, Inc. as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; (8) approved the opt-out and objection procedures; (9) set the Final Approval Hearing date; and (10) enjoined and stayed all other parallel court and arbitration proceedings;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order;

WHEREAS, on _____ 2026, the Court held a Final Approval Hearing to

¹ The capitalized terms herein shall have the same meanings as those used in Section II of the Settlement Agreement, attached to the Motion for Preliminary Approval as *Exhibit A*.

determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Applications for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Ga. Code § 9-11-23(c)(2) and all other applicable law and rules. The Claim Form was easily understandable, and the Claim Process was fair.

2. The terms of the Settlement are fair, reasonable, and adequate.

3. In finding the Settlement fair, reasonable, and adequate, the Court has considered that there were ___ objections to the Settlement, and only ___ timely opt-outs, indicating an overwhelmingly positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

4. A list of the individuals who have timely opted-out of the Settlement is attached hereto as *Exhibit A*. Those individuals will not be bound by the Settlement Agreement or the Releases contained therein.

5. Based on the information presented to the Court, the Claims Process has proceeded consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the

Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

6. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

7. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

8. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

9. All Parties to this Action, and all Settlement Class Members who did not timely opt-out, are bound by the Settlement as set forth in the Agreement and this Final Approval Order.

10. The appointment of Plaintiffs Ricky Robertson, Lucas Orr, Michael Blanski, and Lisa Fort as the Class Representatives is affirmed.

11. The appointment of Class Counsel MaryBeth V. Gibson of Gibson Consumer Law Group, LLC, Steven Sukert of Kopelowitz Ostrow P.A., Ra O. Amen of Mason LLP, and Mark S. Reich of Levi & Korsinsky, LLP is affirmed.

12. The appointment of the Settlement Administrator Simpluris is affirmed.

13. The Court affirms its findings that the Settlement Class meets the relevant requirements of Ga. Code § 9-11-23 for Settlement purposes in that: (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiffs are typical

of the claims of the members of the Settlement Class; (4) the Plaintiffs is an adequate representative for the Settlement Class and has retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

14. Therefore, the Court finally certifies the following Settlement Class:

[A]ll living individuals residing in the United States who were sent a notice by Defendant that their Private Information was impacted in the Data Incident.

Excluded from the Settlement Class are (a) Defendant, any entity in which Defendant has a controlling interest, and Defendant's senior executive management, successors, subsidiaries, and assigns; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

15. Judgment shall be entered dismissing the Actions with prejudice, on the merits.

16. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released, acquitted, relinquished and completely discharged the Released Parties from any and all Released Claims pursuant to the Release in the Agreement.

17. In the event there are funds remaining from uncashed checks in the Settlement Fund 20 days following the 180-day check negotiation period, all remaining funds shall be distributed to _____ (www._____) as the *cy pres* recipient approved by the Court.

18. Class Counsel is awarded \$_____ for attorneys' fees and \$_____ for costs. These payments shall be made out of the Settlement Fund according to the Settlement's terms. The Court evaluated the reasonableness of Class Counsel's request for

attorneys' fees under *Friedrich v. Fid. Nat'l Bank*, 247 Ga. App. 704, 707 (2001) and *Johnson v. Ga. Hwy. Express*, 488 F.2d 714 (5th Cir. 1974), and considered, *inter alia*, the following factors: (1) quality of results achieved, including non-monetary benefits; (2) the complexity, riskiness, and desirability of the case; (3) the contingent nature of the representation and the economics involved; (4) customary attorneys' fee awards in this Court; (5) counsel's experience, ability, and reputation; (6) the reaction of the Settlement Class; and (7) the time and labor required.

19. The Class Representatives shall be awarded a Service Awards in the amount of \$_____. The Service Awards shall be payable out of the Settlement Fund according to the Settlement's terms.

20. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) an action arising out of or related in any way to the Released Claims or that are covered by the Releases against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal, currently pending or in the future, at any time, including during any appeal from this Final Approval Order.

21. The Court hereby retains and reserves exclusive jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, Settlement Class Members, and objectors, for the purpose of enforcing, supervising, construing, administering the Settlement in accordance with its terms.

22. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement,

and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered, and releases delivered, in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Agreement shall also become null and void, and the fact of the Settlement and that Defendant did not oppose certification of the Settlement Class shall not be used or cited by any person or entity in support of claims or defenses or in support of or in opposition to a class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving any Release Claims. The Parties shall return to their status immediately prior to execution of the Agreement.

23. The Settlement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits, regulatory, arbitration or other proceedings arising out of or related in any way to the Released Claims or that are covered by the Releases (and other prohibitions in this Final Approval Order) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who has not opted-out or any other person subject to this Final Approval Order. The Class Representatives and Settlement Class Members are enjoined from prosecuting any Released Claims in any proceeding against any of the Released Parties or prosecuting any claim based on any actions taken by any of the Released Parties that are authorized or required by the Settlement or by the Final Approval Order. The Settlement and/or this Final Approval Order may be pleaded as a complete defense to any proceeding subject to this section.

24. This Final Approval Order, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to

be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability as a class for litigation of any claims that have been, or could have been, asserted in the Action.

25. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Ga. Code § 9-11-58.

SO ORDERED this _____ day of _____, 2026.

Judge, Superior Court of Chatham County
State of Georgia

EXHIBIT A

Opt-Out List

(To Be Completed Before Final Approval Hearing)

- 1.
- 2.