

AMENDED SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Matthew Enger and Amanda Bolding (“Plaintiffs”), and Derek Tilley, individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 24), and Goodwill Industries of Southwest Oklahoma and North Texas, Inc., (“Goodwill” or “Defendant”) (collectively the “Parties”), in the action *Matthew Enger, Derek Tilley, Amanda Bolding v. Goodwill Industries of Southwest Oklahoma and North Texas, Inc.*, Case No. CJ-2025-189 filed on June 11, 2025, in the District Court of Comanche County in the State of Oklahoma (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined in Paragraph 27), upon and subject to the terms and conditions below.

RECITALS

WHEREAS, on March 20, 2025, and April 2, 2025, Plaintiffs Matthew Enger and Amanda Bolding filed their initial putative class actions before this Court related to a cybersecurity incident that Defendant discovered on February 1, 2024 (the “Data Incident”);

WHEREAS, this Court consolidated the actions on May 15, 2025, and on June 11, 2025, Plaintiffs Matthew Enger, Derek Tilley¹, and Amanda Bolding filed their consolidated class action lawsuit against Goodwill in the District Court for Comanche County, State of Oklahoma;

WHEREAS, Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiffs and Settlement Class Members in any way;

WHEREAS, the Parties exchanged informal discovery and engaged in extensive arm's-length settlement negotiations before the Parties reached an agreement on the essential terms of settlement;

WHEREAS, the Parties recognize the outcome of the Action, and the claims asserted in the Action are uncertain, and that protracted litigation of this Action to final judgment would entail substantial cost, risk, and delay of benefits and relief for Plaintiffs and all Settlement Class Members;

WHEREAS, the Parties desire to compromise and settle all issues, claims, and allegations asserted in the Action, or those claims that could have been asserted in the Action based upon the Data Incident, by or on behalf of Plaintiffs and the Settlement Class, without any admission of liability or wrongdoing. The Parties intend this Agreement to bind Plaintiffs, Goodwill, and all Settlement Class Members.

WHEREAS, this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of

¹ On September 24, 2025, Plaintiff Derek Tilley filed a notice of voluntary dismissal of his claims without prejudice. However, all parties, including Mr. Tilley, wish to release Mr. Tilley’s claims for the benefits and compensation available via this agreement.

any claim or fact alleged by Plaintiffs in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. “Approved Claim” means the complete and timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

2. “Alternative Cash Payment” means the cash payment of Fifty Dollars and Zero Cents (\$50.00) that Settlement Members can claim in lieu of a claim for Extraordinary Losses, Ordinary Losses, and Lost Time, as set forth in Paragraph 43(d).

3. “Claim Form” means the form(s) Participating Settlement Class Members must complete and submit on or before the Claims Deadline to be eligible for Extraordinary Losses, Ordinary Losses, Credit Monitoring Services, Lost Time reimbursement, or the Alternative Cash Payment claims under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.

4. “Claims Deadline” means the final date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to the Settlement Website to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

5. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

6. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 46.

7. “Court” means the Honorable Judge Emmit Tayloe for the District Court of Comanche County, in the State of Oklahoma.

8. “Credit Monitoring Services” means the credit monitoring services described in Paragraph 42, which includes two (2) years of one-bureau credit monitoring and One Million Dollars and Zero Cents (\$1,000,000.00) in identity theft protection insurance, among other features.

9. “Defendant’s Counsel” means David Ross of Wilson Elser Moskowitz Edelman & Dicker LLP.

10. “Effective Date” means ten business days after all of the following conditions have occurred (i) the Court enters the Preliminary Approval Order substantially in the form attached hereto as **Exhibit D**; (ii) the Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement; and (iii) either (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review by any court whether by appeal, petitions for rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise; and (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any Fee Award and Expenses or Service Award to Class Representatives shall not affect the “Effective Date” or any other aspect of the Final Approval Order and Judgment.

11. “Extraordinary Losses” means unreimbursed, documented monetary loss stemming from fraud or identity theft as a result of the Data Incident between February 1, 2024, and the Claims Deadline. Settlement Class Members may recover Extraordinary Losses up to Five Thousand Dollars and Zero Cents (\$5,000.00) per person with third-party documentation, if: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Incident; (iii) the loss from fraud or identity theft was incurred after the date of the Data Incident; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

12. “Fee Award and Expenses” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys’ fees, and Litigation Costs and Expenses in connection with this Action, but not to exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00).

13. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment approving the Settlement Agreement, approving the Fee Award and Expenses, and approving a Service Award to the Class Representatives.

14. “Final Approval Order and Judgment” means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Oklahoma Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

15. “Litigation Costs and Expenses” means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

16. “Lost Time” means time Settlement Class Members spent monitoring financial or other accounts, researching the Data Incident, researching credit monitoring options and/or communicating with financial or other institutions, or otherwise dealing with issues related to the Data Incident, up to a maximum of three (3) hours at a rate of Twenty-Five Dollars and Zero Cents (\$25.00) per hour, supported by an attestation that the activities were related to the Data Incident and identifying how the time was spent, made under penalty of perjury, as set forth in Paragraph 43.

17. “Notice” means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto as **Exhibit A** (“Short Form Notices”) and **Exhibit B** (“Long Form Notice”)

18. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

19. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

20. “Objection Deadline” is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a fee award and Litigation Costs and Expenses, which will be sixty (60) days after the Notice Deadline, or other such date as ordered by the Court.

21. “Opt-Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

22. “Opt-Out Deadline” is the last day on which a Settlement Class Member may postmark a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

23. “Ordinary Losses” means unreimbursed, documented expenses and fees actually incurred or spent as a result of the Data Incident between February 1, 2024, and the Claims Deadline, including, without limitations and by way of example, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. The maximum amount any one Settlement Class Member may recover for Ordinary Losses is Five Hundred Dollars and Zero Cents (\$500.00), made under penalty of perjury. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Goodwill or otherwise.

24. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 56.

25. “Personal Information” includes, but is not limited to, driver’s license, state identification number, financial account information, credit card number, taxpayer ID information, passport number, Social Security Number, health insurance information, medical information, and date of birth. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

26. “Preliminary Approval Order” means a proposed order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Oklahoma Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form attached hereto as **Exhibit D**.

27. “Released Claims” means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action against the Released Parties, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

28. “Released Parties” means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, trustees, and the present and former directors, trustees, officers, employees, agents, insurers, coinsurer, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s and these entities’ respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

29. “Releasing Parties” and a “Releasing Party” shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representatives and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

30. “Request for Exclusion” means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 56.

31. “Data Incident” means the cybersecurity incident discovered by Defendant on or around February 1, 2024.

32. “Service Award” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their roles in this Action as set forth in Paragraph 70. The Service Award is not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) for each of the three Settlement Class Representatives, which is in addition to any Settlement Class Member Benefit to which the Settlement Class Representatives may be entitled as Settlement Class Members.

33. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

34. “Settlement Administrator” means Analytics Consulting, LLC, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel, Defendant and Defendant’s Counsel, to administer the settlement.

35. “Settlement Class” means all individuals residing in the United States whose PII was impacted in the Data Incident discovered by Goodwill in February 2024, including all those individuals who received notice of the Data Incident. Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo*

contendere to any such charge. Defendant represents that the Class contains approximately 6,086 individuals.

36. “Settlement Class Counsel” means William B. Federman of Federman & Sherwood, Brittany Resch of Strauss Borrelli PLLC, and Leigh Montgomery of EKSM.

37. “Settlement Class List” means the list of the full names, current addresses, email addresses, and last known phone numbers information for Settlement Class Members Defendant used to inform individuals of the Data Incident, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within twenty (20) days of entry of the Preliminary Approval Order.

38. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

39. “Settlement Class Representatives” mean Matthew Enger, Derek Tilley, and Amanda Bolding.

40. “Settlement Payment” or “Settlement Check” means the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims and payment process set forth in Paragraphs 46 and 47.

41. “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 54.

II. SETTLEMENT BENEFITS AND REIMBURSEMENT

42. **Credit Monitoring Services.** Participating Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services, which will include two (2) years of credit monitoring through one (1) of the three (3) major credit bureaus (Equifax, Experian, or TransUnion) and \$1 million in identity theft protection insurance, among other features. Settlement Class Members may claim both a Cash Benefit (as delineated in Paragraphs 43(a)–(d)) and Credit Monitoring Services.

43. **Cash Benefits.** Participating Settlement Class Members who submit a valid and timely Claim Form may choose from all applicable claim categories (a) through (c) below or, in the alternative, choose an Alternative Cash Payment.

- a. **Claims for Compensation of Extraordinary Losses** up to a total of Five Thousand Dollars and Zero Cents (\$5,000.00) per Participating Settlement Class Member upon submission of a valid documented claim and supporting third-party documentation for each item of expenditure claimed. Participating Settlement Class Members may elect to submit a claim for Extraordinary Losses if: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Incident; (iii)

the loss from fraud or identity theft was incurred after the date of the Data Incident; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

- b. **Claims for Compensation of Ordinary Losses** up to a total of Five Hundred Dollars and Zero Cents (\$500.00) per Participating Settlement Class Member with third-party documentation. Ordinary losses would include, without limitation and by way of example, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
- c. **Claims for Reimbursement for Lost Time** up to three (3) hours at a rate of Twenty-Five Dollars and Zero Cents (\$25.00) per hour (for a total of Seventy-Five Dollars and Zero Cents (\$75.00)) per Participating Settlement Class Member for time actually spent responding to issues raised by the Data Incident. Participating Class Members must submit a valid Claim Form explaining and attesting, under penalty of perjury, that the activities they performed were related to the Data Incident. Claims for Lost Time Reimbursement are subject to the \$500 cap on Ordinary Losses.
- d. **Alternative Cash Payment.** Participating Settlement Class Members may claim an Alternative Cash Payment of Fifty Dollars and Zero Cents (\$50.00) in lieu of claims for Extraordinary Losses, Ordinary Losses, and Lost Time. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Extraordinary Losses, Ordinary Losses, or Lost Time. However, Participating Settlement Class Members can claim both the Alternative Cash Payment and Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid Claim Form, but no documentation is required to make a claim.

44. **Business Practice Commitments.** Defendant will provide a confidential declaration to Class Counsel describing its information security improvements since the Data Incident and estimating the annual cost of those improvements. The cost of such enhancements have been or will be paid by Defendant separate and apart from all other settlement benefits.

III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

45. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted

electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred eighty (180) days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel. The Settlement Administrator shall inform Settlement Class Counsel and Defendant's Counsel regarding all material aspects of the claims process including Claims made, Claims accepted, Claims rejected, and all substantive communications with Settlement Class Members.

46. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims are valid subject to judicial oversight for clear error.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Paragraph 43 above.
- d. The Settlement Administrator will determine to what extent documentation for Extraordinary Losses and Ordinary Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident and will determine whether claims for Lost Time reimbursement were related to the Data Incident.
- e. In determining whether claimed Extraordinary Losses, Ordinary Losses and Lost Time reimbursement are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after February 1, 2024; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Data Incident; (iii) the explanation of the Participating Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- f. The Settlement Administrator is authorized to contact any Participating Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

- g. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- h. To the extent the Settlement Administrator determines that a timely claim for Extraordinary Losses, Ordinary Losses, Lost Time reimbursement, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Participating Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Participating Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- i. If a Participating Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Participating Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

47. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties with an accounting of all Approved Claims for Extraordinary Losses, Ordinary Losses, Lost Time reimbursement, Credit Monitoring Services, or the Alternative Cash Payment and also provide funding instructions to Defendant. After receiving this accounting, Defendant's Counsel and Settlement Class Counsel shall have fourteen (14) days to challenge such calculation by first asking the Settlement Administrator to correct any perceived inaccuracies and, if the Settlement Administrator does not do so, by filing an appropriate motion with the Court on grounds the Settlement Administrator's determination(s) were clearly erroneous. Absent such a challenge, within forty-five (45) days of receiving this accounting, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Extraordinary Losses, Ordinary Losses, Lost Time reimbursement, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement. In the event that a motion challenging the accounting is so filed with the Court, the forty-five (45) day

requirement to transmit funds shall be suspended (unless expressly otherwise agreed by the Parties or ordered by the Court) until final judicial resolution of the challenge (including any appeals).

- b. Payments issued by the Settlement Administrator for Approved Claims for Extraordinary Losses, Ordinary Losses, Lost Time reimbursement, or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 47, but in no case later than forty (40) days after receiving funds.
- c. All Participating Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

48. **Timing.** Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

49. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail to and/or telephone that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

50. **Voided Checks.** In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

51. **No Liability.** The Parties, Settlement Class Counsel, Defendant's Counsel, and the Released Parties shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of claims made or benefits available pursuant to this Agreement; (iii) the formulation, design or terms of the disbursement of the claims made or benefits available pursuant to this Agreement; and (iv) the determination, administration, calculation or payment of any claims made pursuant to this Agreement.

IV. SETTLEMENT CLASS NOTICE

52. **Timing of Notice.** Within twenty (20) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Class List and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided for in this Agreement, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Settlement Class List. To the extent required under applicable law, the Settlement Administrator will execute any confidentiality agreement. Upon the completion of all settlement administration activities and any appeal periods, the Settlement Administrator will either destroy or return all copies of the Settlement Class List. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

53. **Form of Notice.** The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

54. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' amended motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorneys' fees, Litigation Costs and Expenses, and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website or by mail to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not

include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

55. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraphs 42–44.

V. **OPT-OUTS AND OBJECTIONS**

56. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, email address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide Defendant’s Counsel and Settlement Class Counsel with a complete and final list of all Opt-Outs.
- d. All persons who Opt-Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Participating Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth in this Paragraph shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

57. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys’ fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection

must include (i) the name of the Action; (ii) the Settlement Class Member's full name, email address, and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

58. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;

- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;
- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt-Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

59. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representatives as the representatives for the Settlement Class.

60. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary

approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

61. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit E**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one hundred twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

62. **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 between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiffs, and/or Defendant.

VIII. MODIFICATION AND TERMINATION

63. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement.

64. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within fourteen (14) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect (other than determining, in the Court's sole discretion, the Fee Award and Expenses and Service Award in accordance with this Agreement) and indicating that it would not enter an Order and Final Judgment if the Parties make revisions that were materially consistent with this Agreement; or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court in a manner that cannot be cured through agreement of the parties (except with respect to the amount of the Fees Award and Expenses or Service Award). Defendant shall also have the right to terminate this Agreement if more than 9% of the Settlement Class

Members opt-out of the Settlement; Defendant shall notify Class Counsel of its intent to so terminate the Agreement within ten (10) days after the Opt-Out Deadline. If an option to terminate this Agreement arises under this Paragraph, no Party is required for any reason or under any circumstance to exercise that option.

65. **Effect of Termination.** In the event of a termination as provided in Paragraph 64, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement 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 claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated. In the event Defendant opts to terminate this Agreement pursuant to Paragraph 64, Defendant shall be obligated to pay all settlement expenses already incurred for notice and class administration. In the event Plaintiffs opt to terminate this Agreement pursuant to Paragraph 64, Plaintiffs shall be obligated to pay all settlement expenses already incurred for notice and class administration.

IX. RELEASES

66. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

67. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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.

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may 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 Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

68. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

69. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Participating Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

X. SERVICE AWARD PAYMENTS

70. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representatives in recognition for their contributions to this Action. Defendant agrees not to oppose Settlement Class Counsel's request for service awards not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) per Class Representative (\$7,500 total). To the extent more than Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) in service awards is sought for each Settlement Class Representative, Defendant reserves all rights to object and oppose such a request. Prior to the disbursement or payment of the Service Award, Settlement Class Representatives shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Service Award to the Settlement Administrator for onward remittance to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the Service Award. Defendant's obligations with respect to the Court-approved Service Award shall be fully satisfied upon transmission of the funds to the Settlement Administrator. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of a Service Award. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Service Award. This amount was negotiated after the primary terms of the Settlement were negotiated.

71. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgement, shall not depend on the amount or timing of the Service Award approved and awarded by the Court or any appeal thereof. The amount and timing of the Service Award is intended to be considered by the Court separately from the Court's consideration

of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for termination of this Agreement.

XI. ATTORNEYS' FEES, AND LITIGATION COSTS AND EXPENSES

72. **Attorneys' Fees and Litigation Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for fee award and Litigation Costs and Expenses, as well as a service award, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for a fee award and Litigation Costs and Expenses not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). If Settlement Class Counsel seeks a fee award and Litigation Costs and Expenses of more than Two Hundred Fifty Thousand Dollars (\$250,000.00), Defendant reserves all rights to object and oppose such request. Class Counsel shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Expenses to the Settlement Administrator for onward remittance to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The Fee Award and Expenses will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Expenses shall be fully satisfied upon transmission of the funds to the Settlement Administrator. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Expenses. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Expenses. The amount of the fee award and Litigation Costs and Expenses was negotiated after the primary terms of the Settlement were negotiated.

73. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of the Fee Award and Expenses approved and awarded by the Court or any appeal thereof. The amount and timing of the Fee Award and Expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of the Fee Award and Expenses shall constitute grounds for termination of this Agreement.

XII. NO ADMISSION OF LIABILITY

74. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

75. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) 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 Plaintiffs or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

XIII. MISCELLANEOUS

76. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

77. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

78. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

79. **Other Litigation.** Plaintiffs and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Action.

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

81. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and Defendant.

82. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

83. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

84. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

85. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

86. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

87. **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.

88. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Oklahoma, without regard to choice of law principles.

89. **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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, through DocuSign, or through e-mail of an Adobe PDF shall be deemed an original.

90. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Brittany Resch
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611
bresch@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by email to:

David Ross
WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP
1500 K Street, NW, Suite 330
Washington, D.C. 20005
david.ross@wilsonelser.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

91. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party

on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

SIGNATURES

Matthew Egner

By: *Matthew D Egner*

Date: 10 / 09 / 2025

Derek Tilley

By: _____

Date: _____

Amanda Bolding

By: _____

Date: _____

Goodwill Industries of Southwest Oklahoma and North Texas, Inc.,

By: _____

Date: _____

on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

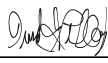
SIGNATURES

Matthew Egner

By: _____

Date: _____

Derek Tilley

By:  _____

Date: 10 / 09 / 2025

Amanda Bolding

By: _____

Date: _____

Goodwill Industries of Southwest Oklahoma and North Texas, Inc.,

By: _____

Date: _____

on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

SIGNATURES

Matthew Egner

By: _____

Date: _____

Derek Tilley

By: _____

Date: _____

Amanda Bolding

By:  _____
Bolding (Oct 13, 2025 15:07:15 CDT)

Date: 10/13/2025

Goodwill Industries of Southwest Oklahoma and North Texas, Inc.,

By: _____

Date: _____

on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

SIGNATURES

Matthew Egner

By: _____

Date: _____

Derek Tilley

By: _____

Date: _____

Amanda Bolding

By: _____

Date: _____

Goodwill Industries of Southwest Oklahoma and North Texas, Inc.,

By:  _____

Date: 10/10/25

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____

Brittany Resch

Date: _____

By:  _____

William B. Federman

Date: 10/9/2025

By: _____

Leigh Montgomery

Date: _____

Counsel for Defendant

By:  _____

David Ross

Date: 10/13/2025

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____
Brittany Resch

Date: _____

By: _____
William B. Federman

Date: _____

By:  _____
Leigh Montgomery

Date: 10/13/2025

Counsel for Defendant

By: _____
David Ross

Date: _____

— EXHIBIT A —

Goodwill Data Settlement
c/o Settlement Administrator
<<Address>>
<<City, State, Zip>>

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, STATE ZIP
PERMIT NO. XXXX

NOTICE OF CLASS ACTION
SETTLEMENT

You may be entitled to submit a claim
for monetary compensation under a
class action settlement.

[<<Website>>](#)

WHY AM I RECEIVING THIS NOTICE?

A Settlement has been reached in a class action lawsuit filed against Goodwill Industries of Southwest Oklahoma and North Texas, Inc. (“Goodwill” or “Defendant”), related to a cybersecurity incident that Defendant discovered on or around February 1, 2024 (the “Data Incident”). Goodwill denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit (“Settlement”) to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available at <<Website>>.

WHO IS INCLUDED IN THE SETTLEMENT?

The Court has defined the class as: “all individuals residing in the United States whose Personal Information was impacted in the Data Incident discovered by Goodwill in February 2024, including all those individuals who received notice of the Data Incident.”

WHAT ARE THE SETTLEMENT BENEFITS?

Participating Settlement Class Members are eligible to receive the following relief: (1) up to \$500 in reimbursement for documented out-of-pocket expenses resulting from the Data Incident (“Ordinary Losses”); (2) up to 3 hours of Lost Time at \$25.00/hour of time spent mitigating the effects of the Data Incident (“Lost Time”); (3) up to \$5,000 in documented, unreimbursed losses arising out of or related to identity theft (“Extraordinary Losses”); (4) two-years of one-bureau credit monitoring with at least \$1,000,000.00 in fraud insurance (“Credit Monitoring”); OR (5) \$50 cash payment as an alternative to all other Cash Benefits (“Alternative Cash Payment”). Full details and instructions are at <<Website>>.

HOW DO I RECEIVE A BENEFIT?

To submit a claim for documented losses, visit <<Website>> or call <<Phone>>. For all other claims, simply complete the attached Claim Form, tear at the perforation, and return by U.S. Mail. Postage is already paid. **Claims must be submitted online or postmarked by <<DATE>>.**

WHO REPRESENTS ME?

The Court has appointed William B. Federman of Federman & Sherwood, Brittany Resch of Strauss Borrelli PLLC, and Leigh Montgomery of EKSM to represent you and other Class Members (“Class Counsel”).

WHAT IF I DON'T WANT TO PARTICIPATE IN THE SETTLEMENT?

If you do not want to be legally bound by the Settlement, you must exclude yourself by <<DATE>> or you will not be able to sue Goodwill for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by <<DATE>>. The Settlement Agreement, available on the Settlement website at <<Website>>, explains how to exclude yourself or object.

WHEN WILL THE COURT APPROVE THE SETTLEMENT?

The Court will hold a hearing in this case on <<DATE>> at the <<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 \$250,000, and \$2,500.00 for each Settlement Class Representative. You may attend the hearing at your own cost, but you do not have to.

**THIS NOTICE IS ONLY A SUMMARY.
FOR MORE INFORMATION VISIT <<Website>>.**

**Postage
Required**

Goodwill Data Settlement c/o
Settlement Administrator
<<Address>>
<<City, State, Zip>>

<<First1>> <<Last1>>
<<Addr1>> <<Addr2>>
<<City>>, <<St>> <<Zip>>
Login ID: <<LoginID>>
PIN: <<PIN>>

Goodwill Data Settlement

Complete this Claim Form, tear at the perforation, and return by U.S. Mail no later than **<<DATE>>**.

CREDIT MONITORING SERVICES

Check this box if you would like to claim free Credit Monitoring Services.

CASH BENEFITS

- Check this box if you would like to claim reimbursement for Ordinary Losses in the amount of \$ _____. Supporting documentation is **REQUIRED**.
- Check this box if you would like to claim reimbursement for Extraordinary Losses in the amount of \$ _____. Supporting documentation is **REQUIRED**.
- Check this box if you would like to claim reimbursement for Lost Time spend responding to the Data Incident.

How many hours are you claiming? 1 hour (\$25) 2 hours (\$50) 3 hours (\$75)

YOU MUST DESCRIBE WHAT YOU DID AND HOW THE CLAIMED LOST TIME WAS SPENT RELATED TO THE DATA INCIDENT

Check all activities, below, which apply. If no box applies, you must provide a written description in the "other" category.

- | | | |
|---|---|---|
| <input type="checkbox"/> Calling bank/credit card customer service lines regarding fraudulent transactions. | <input type="checkbox"/> Calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring. | <input type="checkbox"/> Time spent dealing with suspicious or fraudulent use of driver's license number. |
| <input type="checkbox"/> Writing letters or e-mails to banks/credit card companies in order to have fraudulent transactions reversed. | <input type="checkbox"/> Writing letters or e-mails to credit reporting bureaus regarding correction of credit reports. | <input type="checkbox"/> Time spent dealing with a fraudulent change-of-address. |
| <input type="checkbox"/> Time on the internet verifying fraudulent transactions. | <input type="checkbox"/> Reviewing or monitoring health insurance statements or accounts for fraudulent activity. | <input type="checkbox"/> Time spent reviewing the notice of the Data Incident and confirming whether information was impacted by the Data Incident. |
| <input type="checkbox"/> Time on the internet updating automatic payment programs due to new card issuance. | <input type="checkbox"/> Contacting health insurance providers regarding suspicious or fraudulent transactions. | <input type="checkbox"/> Other: Provide description(s) here: _____ |

FORM OF PAYMENT

By mailing this form to the Settlement Administrator, you will receive payment for your losses under this Settlement in the form of a physical check. If you wish to receive an electronic payment, you must submit your Claim Form online at **<<Website>>**

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

SIGNATURE (REQUIRED): _____

— EXHIBIT B —

NOTICE OF CLASS ACTION SETTLEMENT

**If Your Personal Information Was Impacted In The Data Incident
Discovered By Goodwill In February 2024, You May Be Eligible For
Benefits From A Class Action Settlement.**

*This is not a solicitation from a lawyer, junk mail, or an advertisement.
A court authorized this Notice.*

This notice summarizes the Settlement reached in a lawsuit entitled *Enger et al. v. Goodwill Industries of Southwest Oklahoma and North Texas, Inc.*, Case No. CJ-2025-189, pending in the District Court of Comanche County, in the State of Oklahoma (the “Action”). For the precise terms of the Settlement, please see the Settlement Agreement available at <<Website>> or by contacting the Settlement Administrator at <<Phone>>.

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

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

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

- A Settlement has been reached in a class action lawsuit filed against Goodwill Industries of Southwest Oklahoma and North Texas, Inc. (“Goodwill” or “Defendant”), related to a cybersecurity incident that Defendant discovered on or around February 1, 2024 (the “Data Incident”).
- Participating Settlement Class Members are eligible to receive the following relief: (1) up to \$500 in reimbursement for documented out-of-pocket expenses resulting from the Data Incident (“Ordinary Losses”); (2) up to 3 hours of Lost Time at \$25.00/hour of time spent mitigating the effects of the Data Incident (“Lost Time”); (3) up to \$5,000 in documented, unreimbursed losses arising out of or related to identity theft (“Extraordinary Losses”); (4) two-years of one-bureau credit monitoring with at least \$1,000,000.00 in fraud insurance (“Credit Monitoring”); OR (5) \$50 cash payment as an alternative to all other Cash Benefits (“Alternative Cash Payment”). To receive any of these benefits, Class Members must submit a timely and valid Claim Form.
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <<DATE>>.

<p align="center">EXCLUDE YOURSELF FROM THE SETTLEMENT “OPT-OUT”</p>	<p>This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against Goodwill. You will receive no payment or Credit Monitoring Services under this Settlement. The deadline to exclude yourself from the Settlement is <<DATE>>.</p>
<p align="center">OBJECT TO THE SETTLEMENT</p>	<p>You may write to the Court, with a copy to the Settlement Administrator, about any aspect of the Settlement you don’t like or you don’t think is fair, adequate, or reasonable. If you object to any aspect of the Settlement, you must submit a written Objection and that Objection must be received by the Objection Deadline. Your Objection must follow the procedures stated in the Settlement Agreement. The deadline to object to the Settlement is <<DATE>>.</p>
<p align="center">ATTEND THE FINAL APPROVAL HEARING</p>	<p>You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above. If you Opt-Out of the Settlement you cannot object.) The Final Approval Hearing will be held on <<DATE>> at <<TIME>>.</p>
<p align="center">DO NOTHING</p>	<p>If you do nothing you will not receive any Cash Benefit or the free Credit Monitoring Services. You will have no right to sue the Goodwill later for the claims released by the Settlement.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at **<<Website>>**.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. No Settlement Benefits will be provided unless the Court approves the Settlement and it becomes Final.

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BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Goodwill. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive Cash Benefits and/or free Credit Monitoring Services as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Matthew Enger and Amanda Bolding (together, “Plaintiffs”), along with Derek Tilley (along with Plaintiffs, “Settlement Class Representatives”)individually and on behalf of Settlement Class Members (defined below) brought a lawsuit against Goodwill Industries of Southwest Oklahoma and North Texas, Inc., (“Goodwill” or “Defendant”), in the case of *Enger et al. v. Goodwill*

Industries of Southwest Oklahoma and North Texas, Inc., Case No. CJ-2025-189, pending in the District Court of Comanche County, in the State of Oklahoma (the “Action”). Goodwill and Plaintiffs are collectively referred to herein as the “Parties.”

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who they allege have similar claims. In a class action, if the court grants class certification, the court resolves the issues for all class members, except those who exclude themselves from the class. In this case, the Settlement Class is defined as:

All individuals residing in the United States whose Personal Information was impacted in the Data Incident discovered by Goodwill in February 2024, including all those individuals who received notice of the Data Incident.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

Plaintiffs allege that Goodwill was the victim of a cyber-attack involving certain data on its network, impacting personally identifiable information (“PII”), which Defendant discovered on or around February 1, 2024.

Goodwill denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Action. The Court has not determined whether Plaintiffs or Goodwill are correct. More information about the Class Action Complaint filed in the Action can be found on the Settlement Website at <<Website>>.

4. Why is there a Settlement?

Following extensive arms-length negotiations, the Parties reached an agreement on the essential terms of settlement by which they agreed to compromise and settle all issues, claims, and allegations asserted in the Action, or those claims that could have been asserted in the Action based upon the Data Incident, by or on behalf of Plaintiffs and the Settlement Class, without any admission of liability or wrongdoing. The Parties recognize the outcome of the Action, and the claims asserted in the Action are uncertain, and that protracted litigation of this Action to final judgment would entail substantial cost, risk, and delay of benefits and relief for Plaintiffs and all Settlement Class Members. The Settlement Class Representatives and Class Counsel, attorneys for the Class Members, believe the terms of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interests of the Settlement Class Members.

WHO’S INCLUDED IN THE SETTLEMENT?

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

You are part of the Settlement Class if you reside in the United States and your PII was impacted in the Data Incident discovered by Goodwill in February 2024, including if you received notice of

the Data Incident. Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

THE SETTLEMENT BENEFITS

6. What benefits does the Settlement provide?

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

Credit Monitoring: Participating Settlement Class Members may claim two (2) years of one-bureau credit monitoring with at least \$1,000,000 in identity theft protection insurance, among other features. To receive this benefit, Settlement Class Members must submit a valid Claim Form. No documentation is required to make a claim.

Documented Ordinary Loss Reimbursement: Participating Settlement Class Members may claim reimbursement of Ordinary Losses, not to exceed \$500 per Settlement Class Member, with supporting third-party documentation for unreimbursed, documented expenses and fees actually incurred or spent as a result of the Data Incident between February 1, 2024, and the Claims Deadline. Ordinary Losses would include, without limitation and by way of example, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. To receive this benefit, Settlement Class Members must submit a valid Claim Form and third-party documentation supporting their Ordinary Loss claim.

Lost Time Reimbursement: Participating Settlement Class Members may claim reimbursement for up to three (3) hours of Lost Time at a rate of \$25.00 per hour (for a maximum total of \$75) for time actually spent responding to issues raised by the Data Security Incident. To receive this benefit, Settlement Class Members must submit a valid Claim Form identifying how the time was spent, and attest under penalty of perjury that the Lost Time was spent responding to the Data Incident.

Documented Extraordinary Loss Reimbursement: Participating Settlement Class Members may claim reimbursement of Extraordinary Losses, not to exceed \$5,000 per Settlement Class Member, with supporting third-party documentation for unreimbursed, documented monetary loss stemming from fraud or identity theft as a result of the Data Incident between February 1, 2024, and the Claims Deadline provided that (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Incident; (iii) the loss from fraud or identity theft was incurred after the date of the Data Incident; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not

limited to exhaustion of all available credit monitoring insurance and identity theft insurance. To receive this benefit, Settlement Class Members must submit a valid Claim Form and third-party documentation supporting their Extraordinary Loss claim.

Alternative Cash Payment: Participating Settlement Class Members may claim a cash payment of \$50 as an alternative to claiming any other Cash Benefit. If you claim the Alternative Cash Payment, you can claim for Credit Monitoring Services. You are **not** entitled to this Alternative Cash Payment if you claim compensation for Extraordinary Losses, Ordinary Losses, and/or Lost Time. To receive this benefit, Settlement Class Members must submit a valid Claim Form. No supporting documentation is required to make a claim.

HOW TO GET BENEFITS

7. How do I make a Claim?

To qualify for any Settlement Benefits, you must complete and submit a valid Claim Form on or before the deadline of <<DATE>>. You may make a claim by filing out and submitting the Claim Form online at <<Website>> or by USPS mail.

Claim Forms are available to download on the Settlement Website at <<Website>>. You can also request a paper copy of the Claim Form to be sent to you by contacting the Settlement Administrator by phone at <<Phone>> or email at <<Email>>.

Claims will be subject to a verification process. If you received a Notice with a Unique ID you must include it on your Claim Form.

8. When will I get my payment?

The Final Approval Hearing is when the Court considers the fairness of the Settlement. It is scheduled for <<Date>>, at <<Time>>. If the Court approves the Settlement, eligible Class Members whose Claims were approved by the Settlement Administrator will be sent payment after the Effective Date.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed William B. Federman of Federman & Sherwood, Brittany Resch of Strauss Borrelli PLLC, and Leigh Montgomery of EKSM as “Class Counsel.”

Should I get my own lawyer?

You don't need to hire your own lawyer because Class Counsel are working on your behalf. These firms are experienced in handling similar cases. You will not be charged for these lawyers. You can retain your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees, costs, and expenses not to exceed \$250,000.00, which will be paid by or on behalf of Defendant. Class Counsel will also request Service Award Payments, not to exceed \$2,500 per Settlement Class Representative, to be paid by or on behalf of Defendant. The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Settlement Class Representatives. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this Settlement?

If you do not exclude yourself from this Settlement, you will not be able to sue Goodwill or any of the Released Parties about the Claims in the Settlement and you will be bound by all decisions made by the Court in this case and the terms of the Settlement, including its Release. This is true regardless of whether you submit a Claim Form. Please read the Settlement Agreement at <<Website>> for full details. However, you may exclude yourself from this Settlement (see Question 14). If you exclude yourself from the Settlement, you will not be bound by the Settlement Agreement, including the Released Claims, but you will not be able to make a claim for any benefits under the Settlement.

“Released Claims” means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant's information security policies and practices, or Defendant's maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action against the Released Parties, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

The Settlement Agreement describes the Release, Released Claims, and Unknown Claims so please read it carefully. The Settlement Agreement is available at <<Website>> or in the public Court records on file in this lawsuit. For questions regarding Release and what they mean, you can also contact one of the lawyers listed in Question 17 for free, or you can talk to your own lawyer at your own expense.

12. What happens if I do nothing at all?

If you do nothing, you will not receive any Cash Benefit or free Credit Monitoring Services under the Settlement. You will remain in the Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court and the Settlement Agreement, including the Release. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Goodwill or the Released Parties for any of the claims or legal issues resolved in this Settlement.

13. What happens if I ask to be excluded from the Settlement?

If you exclude yourself from the Settlement, you will receive no Cash Benefit or free Credit Monitoring Services under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's orders and judgments related to the Class and Goodwill in this Action or the terms of the Settlement Agreement, including the Release.

14. How do I request exclusion from the Settlement?

You can request to be excluded or 'opt-out' of the Settlement by submitting a written Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. You must submit a document that includes the name of the proceeding, your full name, current address, personal and original signature, and the words "Request for Exclusion" or a comparable statement that you do not wish to participate in the Settlement. If you do not file a timely Request for Exclusion in accordance with the Settlement Agreement, you will lose the opportunity to exclude yourself from the Settlement and will be bound by the Settlement. You must submit your written Request for Exclusion to the Settlement Administrator by mail postmarked no later than <<Date>>, to the following address:

Goodwill Data Settlement
c/o Analytics Consulting LLC
<<Address>>
<<City, State, Zip>>

You cannot exclude yourself by phone or email. Each Class Member who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

15. If I don't exclude myself, can I sue Goodwill for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Goodwill or the Released Parties for the claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you are not eligible to submit a Claim Form or request any Cash Benefit or free Credit Monitoring Services.

17. How do I object to the Settlement?

If you do not exclude yourself from the Class, you can object to the Settlement if you do not agree with any part of it. You can also object to Class Counsel's request for attorneys' fees, costs, and a service award for the Plaintiffs. Even if you object to the Settlement, you remain a member of the Settlement Class and are entitled to file a claim for benefits under the Settlement.

To object, you must file a written notice with the Court in *Enger et al. v. Goodwill Industries of Southwest Oklahoma and North Texas, Inc.*, Case No. CJ-2025-189, District Court of Comanche

County, in the State of Oklahoma by <<Date>>. Your objection must be filed with the Court, which you can do by mailing your objection and any supporting documents to the Clerk of the Court, at the following address:

Clerk of the Court
<<Address>>
<<City, State, Zip>>

If you are represented by a lawyer, the lawyer may file your objection through the Court’s e-filing system. If you are represented, you must include the identity of any and all attorneys representing you in the objection.

Your objection must be in writing and include the case name, *Enger et al. v. Goodwill Industries of Southwest Oklahoma and North Texas, Inc.*, Case No. CJ-2025-189, District Court of Comanche County, in the State of Oklahoma. Your written objection must include (i) the name of the Action; (ii) your full name, email address, and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) information identifying you as a Settlement Class Member, including proof that you are within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); (v) a statement regarding whether you (or your attorney) intends to appear at the Final Approval Hearing; (vi) a list of all other lawsuits (if any) in which you and/or your attorney has submitted an objection to a class action settlement within the last three (3) years; and, (vii) your personal and original signature or your attorney’s personal and original signature.

In addition to filing your objection with the Court, you must also send a copy of the written objection to the Settlement Administrator at the address below, postmarked no later than <<Date>>.

Goodwill Data Settlement
c/o Analytics Consulting LLC
<<Address>>
<<City, State, Zip>>

18. What’s the difference between objecting and excluding myself from the Settlement?

Objecting means that you are telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class means that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object.

THE COURT’S FINAL APPROVAL HEARING

19. When and where will the Court have the Final Approval Hearing to determine the fairness of the Settlement?

The Court will hold the Final Approval Hearing on <<Date>>, at <<Time>> at <<Location>>. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections

and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and Service Award payments to the Settlement Class Representatives.

Note: The date, time, and location (e.g., from in person to zoom) of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted on the Settlement Website, <<Website>>, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was timely filed and mailed and meets all of the requirements described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

21. May I speak at the Final Approval Hearing?

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available on the Settlement Website at <<Website>>.

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT <<WEBSITE>>, BY CALLING TOLL-FREE AT <<PHONE>>, OR WRITING TO:

Goodwill Data Settlement
c/o Analytics Consulting LLC
<<Address>>
<<City, State, Zip>>

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE GOODWILL WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

— EXHIBIT C —

Your claim must be submitted online or postmarked by: MONTH DD, 2025

CLAIM FORM

Goodwill Data Incident

Enger et al. v. Goodwill Industries of Southwest Oklahoma and North Texas, Inc.
Case No. CJ-2025-189
District Court of Comanche County, State of Oklahoma

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

GENERAL INSTRUCTIONS

If you received Notice of this Settlement, the Settlement Administrator identified you as an individual residing in the United States whose Personal Information was impacted in the Data Incident discovered by Goodwill Industries of Southwest Oklahoma and North Texas, Inc. in February 2024, including all those individuals who received notice of the Data Incident.

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

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

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

Goodwill Data Settlement
c/o Settlement Administrator
[Address]
[City, State Zip]

I. CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address (optional)

Telephone Number

II. PROOF OF CLASS MEMBERSHIP

Enter the Notice ID Number and Confirmation Code provided on your Postcard Notice:

Notice ID Number

Confirmation Code

III. IDENTITY THEFT PROTECTION

Participating Settlement Class Members may claim two (2) years of one-bureau credit monitoring with at least \$1,000,000 in identity theft protection insurance, among other features.

Check this box if you wish to receive two (2) years of free identity protection and credit monitoring service.

IV. LOST TIME REIMBURSEMENT

Participating Settlement Class Members may claim reimbursement for up to three (3) hours of Lost Time at a rate of \$25.00 per hour (for a maximum total of \$75) for time actually spent responding to issues raised by the Data Incident.

Check this box if you are claiming Lost Time spent responding to the Data Incident.

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

In order to receive this payment, you must describe what you did and how the claimed lost time was spent related to the Data Incident.

Check all activities below that apply. If no box applies, you must provide a written description in the “other” category.

- Calling bank/credit card customer service lines regarding fraudulent transactions.
- Writing letters or e-mails to banks/credit card companies in order to have fraudulent transactions reversed.
- Time on the internet verifying fraudulent transactions.
- Time on the internet updating automatic payment programs due to new card issuance.
- Calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring.
- Writing letters or e-mails to credit reporting bureaus regarding correction of credit reports.
- Reviewing or monitoring health insurance statements or accounts for fraudulent activity.
- Contacting health insurance providers regarding suspicious or fraudulent transactions.
- Time spent dealing with suspicious or fraudulent use of driver’s license number.

- Time spent dealing with a fraudulent change-of-address.
- Time spent reviewing the notice of the Data Incident and confirming whether information was impacted by the Data Incident.
- Other. Provide description(s) here: _____

V. DOCUMENTED ORDINARY AND/OR EXTRAORDINARY LOSS REIMBURSEMENT

Participating Settlement Class Members may claim reimbursement of **ORDINARY** Losses, not to exceed \$500 per Settlement Class Member, with supporting third-party documentation for unreimbursed, documented expenses and fees actually incurred or spent as a result of the Data Incident between February 1, 2024, and the Claims Deadline. Ordinary Losses would include, without limitation and by way of example, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Goodwill or otherwise. Third-party documentation supporting claimed Ordinary Losses is **REQUIRED**.

Check this box if you are claiming **ORDINARY** loss expenses in the amount of \$_____.

Participating Settlement Class Members may claim reimbursement of **EXTRAORDINARY** Losses, not to exceed \$5,000 per Settlement Class Member, with supporting third-party documentation for unreimbursed, documented monetary loss stemming from fraud or identity theft as a result of the Data Incident between February 1, 2024, and the Claims Deadline provided that (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the loss from fraud or identity theft was more likely than not caused by the Data Incident; (iii) the loss from fraud or identity theft was incurred after the date of the Data Incident; (iv) the loss from fraud or identity theft is not already covered by one or more of the other reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. Third-party documentation supporting claimed Extraordinary Losses is **REQUIRED**.

Check this box if you are claiming **EXTRAORDINARY** loss expenses in the amount of \$_____.

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VI. ALTERNATIVE CASH PAYMENT

Participating Settlement Class Members may claim a cash payment of \$50 as an alternative to claiming any other Cash Benefit. If you claim the Alternative Cash Payment, you can claim for Credit Monitoring Services. You are **not** entitled to this Alternative Cash Payment if you claimed under Sections IV (Lost Time), and/or V (Documented Losses).

Check this box if you wish to receive an Alternative Cash Payment of \$50.

VII. FORM OF PAYMENT

By mailing this form to the Settlement Administrator, you will receive payment for your losses under this Settlement in the form of a physical check. If you wish to receive an electronic payment, you must submit your Claim Form online at <<Website>>.

VIII. ATTESTATION & SIGNATURE

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

Signature Printed Name Date

TO BE VALID, THIS CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE AT <<Website>> NO LATER THAN <<DATE>>.

— EXHIBIT D —

**IN THE DISTRICT COURT FOR COMANCHE COUNTY
STATE OF OKLAHOMA**

MATTHEW EGNER, and AMANDA BOLDING on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

GOODWILL INDUSTRIES OF SOUTHWEST OKLAHOMA & NORTH TEXAS, INC.,

Defendant.

No. CJ-2025-189

AMENDED [PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiffs’ Amended Motion for Preliminary Approval of Class Action Settlement (**Doc. No. __**) (the “Motion”), the terms of which are set forth in an Amended Settlement Agreement between Plaintiffs and Goodwill Industries Southwest Oklahoma and North Texas, Inc. (“Goodwill” or “Defendant” and, together with Plaintiffs, the “Parties”), with accompanying exhibits attached as **Exhibit 1** to Plaintiffs’ Memorandum of Law in Support of the Amended Motion (the “Settlement Agreement”).¹

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

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

All individuals residing in the United States whose PII was impacted in the Data Incident discovered by Goodwill in February 2024, including all those individuals

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

who received notice of the Data Incident.

Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

Pursuant to Oklahoma Statutes of Civil Procedure, 12 O.S. § 2023(E)(2), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of 12 O.S. § 2023(A)(2) and 12 O.S. § 2023(B)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court

finds that Derek Tilley and Plaintiffs Matthew Egner Amanda Bolding will likely satisfy the requirements of 12 O.S. § 2023(A)(4) and should be appointed as the Settlement Class Representatives. Additionally, the Court finds William B. Federman of Federman & Sherwood, Brittany Resch of Strauss Borrelli, PLLC, and Leigh Montgomery of EKSM, LLP will likely satisfy the requirements of 12 O.S. § 2023 (C)(4) and should be appointed as Class Counsel pursuant to 12 O.S. § 2023(F).

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved, subject to further consideration at the Final Approval Hearing to be conducted as described herein. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by 12 O.S. § 2023 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this County pursuant to 12 O.S. § 1653.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 202__, at ____: _____.M. CST [**address/via zoom**], where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and

adequate, and finally approved; (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for Service Awards should be approved.

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

7. **Notice**. The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Notices before they are mailed or published.

8. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and

constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including 12 O.S. § 2023 (C); and (e) and meet the requirements of the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

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

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit a written request to the designated address established by the Settlement Administrator in the manner provided in the Notice. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days from the Notice Deadline, and as stated in the Notice.

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

Objections and Appearances. A Settlement Class Member (who does not submit a timely

written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline and as stated in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court. The Notice also shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Deadline.” Any such objections to the Settlement Agreement must be written and must include all of the following: (i) the name of the Action; (ii) the Settlement Class Member’s full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Security Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney.

To be timely, written notice of an objection must be filed with the Clerk of Court by the Objection Deadline, which is no later than sixty (60) days from the Notice Deadline.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order

approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Oklahoma Rules of Appellate Procedure and not through a collateral attack.

10. **Claims Process.** Settlement Class Counsel and Goodwill have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

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

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

11. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) the Effective Date does not occur. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the

Settlement Agreement and shall jointly request that all scheduled Action deadlines 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 shall be treated as vacated, *nunc pro tunc*.

12. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

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

14. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed

pending Final Approval of the Settlement Agreement.

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

<u>Grant of Preliminary Approval</u>	
Defendant provides list of Settlement Class Members to the Settlement Administrator	20 days after Preliminary Approval
Notice Date	30 days after Preliminary Approval.
Class Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative’s Service Awards	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	67 days after Notice Date
<u>Final Approval Hearing</u>	120 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
<u>Final Approval</u>	
Payment of Attorneys’ Fees and Expenses Class Representative’s Service Awards	30 days after Effective Date
Settlement Website Deactivation	60 days after Effective Date

IT IS SO ORDERED

Dated

Judge

— EXHIBIT E —

**IN THE DISTRICT COURT FOR COMANCHE COUNTY
STATE OF OKLAHOMA**

MATTHEW EGNER, and AMANDA BOLDING on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

GOODWILL INDUSTRIES OF SOUTHWEST OKLAHOMA & NORTH TEXAS, INC.,

Defendant.

No. CJ-2025-189

AMENDED [PROPOSED] FINAL APPROVAL ORDER

This matter having come before the Court on Plaintiffs’ Unopposed Amended Motion in Support of Final Approval of Class Action Settlement and Plaintiffs’ Motion for Attorneys’ Fees, Litigation Costs, Settlement Administration Costs, and Service Award (the “Motions”), the Court having reviewed and considered the Motions and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and Settlement Agreement, and the Court being fully advised in the premises, following a hearing on [DATE], IT IS HEREBY ORDERED, as follows:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of this Action, Plaintiffs, the Settlement Class Members, and Defendant.
3. The Court incorporates and confirms as final its preliminary findings, conclusions, and appointments as reflected in the Preliminary Approval Order.

4. Derek Tilley and Plaintiffs Matthew Egnor and Amanda Bolding are confirmed as the Settlement Class Representatives.

5. William B. Federman of Federman & Sherwood, Brittany Resch of Strauss Borrelli, PLLC, and Leigh Montgomery of EKSM, LLP are confirmed as Settlement Class Counsel.

6. The Court grants certification for settlement purposes of the following class:

All individuals residing in the United States whose PII was impacted in the Data Incident discovered by Goodwill in February 2024, including all those individuals who received notice of the Data Incident.

7. Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

8. The Settlement Class meets all requirements for certification under 12 O.S. § 2023(A) for settlement purposes for the reasons explained in Plaintiffs' Memorandum of Law in Support of the Unopposed Motion for Preliminary Approval of Class Action Settlement. In particular, the Settlement Class satisfies the following 12 O.S. § 2023(E) requirements: (1) numerosity is satisfied because the Settlement Class includes over 6,086 members; (2) commonality is satisfied because the central question in this lawsuit (which predominates over any questions affecting only individual Settlement Class Members) is whether Defendant employed appropriate measures to protect the Settlement Class Members' Personal Information from accessibility during the Data Incident that Defendant discovered in February 2024; (3) typicality is satisfied because the claims of Plaintiffs and the Settlement Class arise out of the Data Incident;

and (4) adequacy is satisfied because the Settlement Class Representatives have an interest in the litigation and have no conflict with Settlement Class Members and because Settlement Class Counsel is experienced in class action litigation, particularly with respect to data breach litigation, and has adequately represented the Settlement Class. Because the Settlement Class is certified solely for purposes of settlement, the Court need not address any issues of manageability.

9. The Court finds the settlement memorialized in the Settlement Agreement and filed with the Court is fair, reasonable, and adequate, and in the best interests of Settlement Class Members. The Court finds that the strength of the Settlement Class Representatives' and Settlement Class Members' claims, when weighed against the strength of Defendant's defenses, support approval of the Settlement. In addition, taking this Action to trial would be a complex, lengthy, and expensive undertaking. Furthermore, support for the settlement was strong, with [INSERT] objections and [INSERT] requests for exclusion. The settlement was reached on behalf of the Settlement Class by competent class action counsel following several months of arms-length negotiations between the Parties. The Parties reached a settlement only after Defendant provided Plaintiffs with informal discovery. The Parties therefore were well-informed regarding the merits of this Action and the strengths and weaknesses of their respective positions.

10. As of the Opt-Out deadline, [INSERT] potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in Exhibit _____ to this Final Approval Order. Those persons are not bound by the Settlement Agreement and this Final Approval Order and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order.

11. [INSERT] objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. All Settlement Class Members who have not excluded themselves from the Settlement Class are bound by this Final Approval Order.

14. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for: (a) Settlement Class Members to be able to submit claims that will be evaluated by the Settlement Administrator; (b) Defendant to pay or cause to be paid all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks; (c) Defendant to pay or cause to be paid, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Award Payment to the Class Representative.

15. The Court-approved Notices of Settlement were distributed by the Settlement Administrator to Settlement Class Members by direct mail in accordance with the Settlement Agreement and Preliminary Approval Order. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiffs' application for attorneys' fees, costs, and expenses, and the Service Award Payments to the Settlement Class Representatives have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court. The Settlement

Administrator established a settlement website for Settlement Class Members that provided access to the Notice and other settlement documents, a mechanism to submit electronic Claim Forms, answers to frequently asked questions, and avenues for Settlement Class Members to seek more information. The Notice and the methods of distribution satisfied due process under the U.S. and Oklahoma Constitutions and the requirements of 12 O.S. § 2023(C)(4) and constituted the best notice practicable under the circumstances.

16. The Parties and the Settlement Administrator are ordered and authorized to comply with and to consummate the Settlement Agreement in accordance with its terms (such terms incorporated into this order in their entirety), but are authorized, without further approval from the Court, to agree to such amendments, modifications, and expansions of the Settlement and its implementing documents (including this Settlement Agreement all Exhibits thereto) as may be necessary to consummate the Settlement that (i) are consistent in all material respects with the Final Approval Order, and (ii) do not limit the rights of Settlement Class Members.

17. As set forth in the Settlement Agreement, as of the Settlement Effective Date, the Settlement Class Representatives and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf, and excluding any Settlement Class Member who submits a timely and valid request to be excluded from the Settlement Class (defined in the Settlement Agreement as “Releasing Parties”) are deemed to have irrevocably released Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, including any related entity whose data may have been impacted in the Data Incident,

whether direct or indirect, as well as any and all of Defendant's and these entities' respective predecessors, successors, officers, directors, current and former employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns (defined in the Settlement Agreement as "Released Parties") from liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant's information security policies and practices, or Defendant's maintenance or storage of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (defined in the Settlement Agreement as "Released Claims").

18. The Releases above apply to Unknown Claims, which are claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. By this Order, upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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.

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may 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 Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

19. Pursuant to the terms of the Settlement Agreement, upon entry of the Final Approval Order and Final Judgment, the Settlement Class Representative and other Participating Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Final Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

20. The Court directs the Defendant to transfer or cause to be transferred payment to the Settlement Administrator, Analytics Consulting, LLC, to be used to pay the costs of administration on the terms set forth in the Settlement Agreement.

21. The Settlement Administrator shall issue payments to all Participating Settlement Class Members as described in the Settlement Agreement.

22. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for attorneys' fees, expenses, and costs in the amount of \$250,000.00. Payment shall be made pursuant to the terms of the Settlement Agreement.

23. The Court awards the Settlement Class Representatives \$2,500 each as a Service Award (for a total of \$7,500), which is payable as described in the Settlement Agreement.

24. Funds not claimed by Settlement Class Members and/or checks not cashed by Settlement Class Participants shall be distributed according to the Settlement Agreement.

25. This matter is dismissed with prejudice without awarding costs to the Parties except as provided in this Order and the Settlement Agreement, but this Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith.

26. Neither this Order nor Final Judgment shall constitute any evidence or admission by any Party (except as may be necessary to effectuate the Settlement).

27. The Clerk of Court is directed to enter and docket this Order, and enter Final Judgment in the Action.

LET JUDGMENT BE ENTERED ACCORDINGLY.

IT IS SO ORDERED.

ENTERED:

Date