

**COURT OF COMMON PLEAS
KNOX COUNTY, OHIO
GENERAL DIVISION**

*ANNA MORAN, et al, individually and
on behalf of all others similarly situated,*

Plaintiffs,

v.

ARIEL CORPORATION,

Defendant.

Case No. 24NG12-0399

Judge Richard Wetzel, Jr.

**PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Under Rule 23 of the Ohio Rules of Civil Procedure, Plaintiffs Anna Moran, William Bircher, Shane Littleton, and Stephanie Litzenberg (collectively, “Plaintiffs”)¹ seek preliminary approval of the settlement of this class action lawsuit and an Order Granting Preliminary Approval.² Plaintiffs’ efforts have resulted in a proposed settlement that was negotiated at arm’s length and provides for various forms of relief. Defendant Ariel Corporation (“Ariel” or “Defendant”) will provide two (2) years of three-bureau credit monitoring services and cash payments to any Settlement Class Member who submits a Valid Claim.

This Settlement is fair, reasonable, adequate, and in the Settlement Class’s best interest. This motion is accompanied by Plaintiffs’ Memorandum in Support. The Settlement Agreement and Release (“Settlement Agreement” or “SA”) is attached as **Exhibit 1**, which includes the Class Notice that will be distributed to potential Class Members via U.S. mail, and the Affidavit of Terence R. Coates in Support of Preliminary Approval, which is attached as **Exhibit 2** (“Coates Aff.”). Defendant has reviewed this Motion and solely for purposes of settlement, and without

¹ Unless otherwise noted, all capitalized terms used herein shall have the same meanings as those defined in the Settlement Agreement.

² Attached as Exhibit C to the Settlement Agreement, and submitted separately to the Court in editable form though the eFiling system together with the filing of this Motion.

taking a position on the asserted facts or law discussed herein, does not oppose it. The Declaration of Christopher Longley on Behalf of Atticus Administration, LLC, the Proposed Administrator (“Atticus Decl.”) is attached as **Exhibit 3**.

MEMORANDUM IN SUPPORT

I. INTRODUCTION

This action arises out of the targeted cyberattack and data breach (the “Data Incident”) on Defendant’s network occurring between June 20 and June 27, 2024. *See* February 8, 2025 Consolidated Class Action Complaint ¶ 3. Ultimately, the Data Incident may have resulted in unauthorized access to the personally identifiable information, and other sensitive data of Defendant’s current and former employees—including Plaintiffs Moran, Bircher, Littleton, and Litzenberg. The information accessed includes Plaintiffs’ and Class Members’ full names and Social Security numbers. There are approximately 12,650 Class Members impacted by the Data Incident. Coates Aff. ¶ 12.

The proposed Settlement provides Settlement Class Members with ample relief, including the ability to claim two (2) years of three-bureau credit monitoring services with \$1,000,000.00 insurance. Additionally, Settlement Class Members may claim from various forms of monetary relief, including: (1) a \$50 cash payment or (2) up to \$500 in reimbursement for documented ordinary losses, reimbursement for up to four hours of lost time at a rate of \$20 per hour (\$80 total, subject to the \$500 aggregate cap for ordinary losses and lost time), and up to \$5,000 for documented extraordinary losses fairly traceable to the Data Incident. SA § IV, ¶¶ 4.1-4.10.

II. FACTUAL BACKGROUND

Plaintiffs allege that, between June 20 and June 27, 2024, a targeted cyberattack led to a data breach of Defendant’s information systems, resulting in the potential unauthorized access of

some personally identifiable information (“PII”) entrusted to the Defendant by Plaintiffs and Settlement Class Members. Plaintiffs allege that the unauthorized third party gained access to their full names and Social Security numbers.

On December 9, 2024, Plaintiff Littleton filed a Class Action Complaint against Defendant in the United States District Court for the Southern District of Ohio. Plaintiffs Moran and Bircher filed separate Class Action Complaints in this Court on December 13 and December 16, 2024, respectively. Plaintiff Littleton voluntarily dismissed the case in the Southern District on January 15, 2025, and Plaintiff Bircher voluntarily dismissed the case in this Court on January 23, 2025.

Thereafter, on February 7, 2025, Plaintiffs filed a Consolidated Class Action Complaint (“Complaint”) against Defendant, asserting claims for: negligence/negligence *per se*; breach of implied contract; breach of bailment; and invasion of privacy. Defendant filed a Motion to Dismiss Plaintiffs’ Complaint on July 1, 2025, and Plaintiffs filed a Response in Opposition on August 14, 2025. While Defendant’s motion to dismiss was pending, the Parties determined that early discussions regarding resolution of this matter could be beneficial. While Defendant’s Motion to Dismiss was pending, the Parties engaged in settlement discussions, ultimately agreeing upon the terms of a settlement, memorialized in the Settlement Agreement (“Settlement Agreement”).

As part of negotiations, the Parties engaged in several months of hard fought, arm’s-length discussions, during which they diligently negotiated the finer points of the Settlement in order to finalize the Settlement Agreement presented to the Court today. Plaintiffs and their Counsel believe the Settlement provides fair, reasonable, and adequate compensation for the losses they alleged were caused by the Data Incident, and now seek preliminary approval of the Settlement.

Plaintiffs seek provisional certification of a settlement class defined as “All individuals to whom Defendant sent notice of the Data Incident.” SA § IV, ¶ 2. Excluded from the Class are

Defendant and its affiliates, parents, subsidiaries, officers, agents, and directors, as well as the judge(s) presiding over this matter and the clerks of said judge(s).

The Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, in the Litigation against the Defendant and the Released Persons (as defined in the Settlement Agreement) relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class Members.

III. THE SETTLEMENT

Class Counsel and Plaintiffs believe the proposed Settlement is fair, reasonable, and adequate, as well as that it provides substantial benefits to all Class Members. Coates Aff. ¶¶ 10, 16. The Settlement Benefits and timing of the implementation of the Settlement is described by the Settlement Timeline included in the Settlement Agreement, which provides the following:

<u>Grant of Preliminary Approval</u>	
Defendant to Provide Class List	+14 days from Preliminary Approval
Settlement Website activated	+30 days from Preliminary Approval
Notice Date	+30 days from Preliminary Approval
Class Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representatives’ Service Awards	+90 days from Preliminary Approval
Objection Deadline	+104 days from Preliminary Approval
Opt-Out Deadline	+104 days from Preliminary Approval
Claims Deadline	+120 days from Preliminary Approval
<u>Fairness Hearing</u>	
Motion for Final Approval	Not less than +150 days from Preliminary Approval
	-14 days before Fairness Hearing
<u>Final Approval</u>	
Effective Date	+30 days from Final Approval Order entered (assuming no appeals)
Payment deadline, including payment of Class Representatives’ Service Awards; payment of attorneys’ fees and costs; and payment of Valid Claims	+30 days from Effective Date

See Settlement Agreement *passim*.

A. Settlement Benefits

The proposed Settlement provides for various forms of relief. First, Settlement Class Members may claim two (2) years of three-bureau credit monitoring services with up to \$1,000,000 insurance. Additionally, Settlement Class Members may claim one of two forms of monetary relief. The first is a \$50 Alternative Cash Payment. The second allows Settlement Class Members to claim up to \$500 in reimbursement for documented Ordinary Losses; up to \$80 for reimbursement of Lost Time (up to 4 hours at a rate of \$20 per hour, subject to the \$500 aggregate cap for Ordinary Losses and Lost Time); and up to \$5,000 for documented Extraordinary Losses fairly traceable to the Data Incident.

B. Defendant's production of Class Data

Defendant will provide the Settlement Administrator with the Class List, which is the list of individuals who fall within the definition of the Settlement Class, as defined in the Settlement Agreement, within fourteen (14) days after entry of the Preliminary Approval Order. *See* SA § IV, ¶¶ 3.8, 8.1.

C. The Notice Program and Settlement Administration

The Settlement Agreement calls for the appointment of a Settlement Administrator to act as the Settlement Administrator for this case. SA § IV, ¶¶ 1, 3.4, 3.5, 8. Within 30 days of this Court's grant of preliminary approval, the Settlement Administrator will issue notice to the Settlement Class by (1) sending the Class Notice substantially in the form of Exhibit D to the Settlement Agreement (the Short Form Notice) by U.S. Mail; and, (2) making the Long Notice (Exhibit B to the Settlement Agreement) available on the Settlement Website. *Id.* § IV, ¶¶ 3.21, 8.4.

Settlement Class Members will be provided physical postcard notices with tear off claim

forms that may be used to claim the credit monitoring and Alternative Cash Payment.³ Additionally, the Settlement Website will include important case documents such as the Settlement Agreement and Long Form Class Notice and act as an additional platform for providing potential Class Members with information about this Settlement. *Id.* § IV, ¶ 8.4. The Settlement Administrator will also establish a toll-free help line that will be made available to provide the Settlement Class with additional information about the Settlement, and to allow Settlement Class Members to request the Long Notice, a paper Claim Form, and the Settlement Agreement.

After issuing the Class Notice, the Settlement Administrator will review all claims received by the Claims Deadline. The timing of the claims process is structured to ensure that all Persons in the Settlement Class have adequate time to review the terms of the Settlement Agreement, compile documents supporting their claim, and decide whether they would like to opt-out or object. Settlement Class Members will have until ninety (90) days after the Notice Date to complete and submit their Claim Form to the Settlement Administrator, either by mail or online. SA § IV, ¶¶ 3.6, 4.9. The Claim Form, attached to the Settlement Agreement at Exhibit A, is written in plain language to facilitate Settlement Class Members' ease in completing it.

Settlement Class Members will have up to and including seventy-four (74) days following commencement of the Notice Program to exclude themselves from or object to the Settlement. SA § IV, ¶¶ 3.22, 3.23. Similar to the timing of the claims process, the timing with regard to objections and requests for exclusion is structured to give the Settlement Class sufficient time to access and review the Settlement documents—including the Motion for Attorneys' Fees, Costs, and Service Awards, which will be filed fourteen (14) days prior to the deadline for Settlement Class Members

³ Those Settlement Class Members choosing to submit claims for Ordinary Losses, Lost Time, and/or Extraordinary Losses will be directed to use the online claim form that will be available on the Settlement Website due to the documentation requirements of those claims.

to object or exclude themselves from the Settlement. SA § IV, ¶ 14.

Settlement Class Members wishing to opt out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. SA § IV, ¶ 6. The written notice must clearly manifest a Person's intent to opt out of the Settlement Class. *Id.* To be effective, written notice must be postmarked no later than the Opt-Out Date. *Id.*

Persons in the Settlement Class who submit valid and timely notices of their intent to opt out of the Settlement Class, as set forth above, referred to herein as "Opt-Outs," shall not receive any benefits of nor be bound by the terms of this Settlement Agreement. *Id.* All Persons falling within the definition of the Settlement Class who do not opt out of the Settlement Class in the manner set forth above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon. *Id.*

Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. SA § IV, ¶ 3.22. *See also* SA, § IV, ¶ 5. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number, (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly

authorized representative (if any) representing him or her in connection with the objection.

To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to the Settlement Administrator. *Id.* For all objections, Proposed Settlement Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement. *Id.*

Any Settlement Class Member who fails to comply with the requirements for objecting in this Section shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. *Id.*

D. The Final Approval Hearing

Under the terms of the proposed Settlement, the Court will conduct the Final Approval Hearing after the Claims Deadline. SA ¶ 8.9. At the Final Approval Hearing, the Court will consider whether the Settlement, including execution of notice to the Settlement Class and the settlement administration, is fair, reasonable, and adequate. At least fourteen (14) days before the Fairness Hearing, Class Counsel will file a Motion for Final Approval and a separate Motion for Attorneys' Fees, Costs, and Service Awards. Class Members will also have the opportunity to appear and voice objection to the Settlement if they submitted a valid objection or as otherwise permitted by the Court.

E. Final Approval and Distribution of Settlement Funds

In the event this Court grants final approval of this Settlement, the Effective Date of the Settlement will be 30 days after Final Approval is granted, so long as there are no appeals. No later than thirty (30) days after the Effective Date, Defendant will pay \$2,000 in Service Awards to each of the named Plaintiffs (\$8,000 total), up to \$195,000 in attorneys' fees and costs, and settlement

payments to Settlement Class Members who submit Valid Claims.

IV. THE SETTLEMENT AGREEMENT SATISFIES RULE 23

Class Counsel respectfully requests that this Court grant preliminary approval of this matter, including conditionally certifying the Settlement Class for Settlement purposes only.

A. Requirements for Class Certification

Consistent with the Motion for Class Certification there are seven requirements for class certification under Ohio R. Civ. P 23:

(1) An identifiable class must exist and the definition of the class must be unambiguous; (2) the named representatives must be members of the class; (3) the class must be so numerous that joinder of all members is impracticable; (4) there must be questions of law or fact common to the class; (5) the claims or defenses of the representatives parties must be typical of the claims or defenses of the class; (6) the representative parties must fairly and adequately protect the interests of the class; and (7) one of the three Civ. R. 23(B) requirements must be met.

Hamilton v. Ohio Sav. Bank, 82 Ohio St.3d 67, 71 (1998). For purposes of settlement, the Settlement Class meets each of the requirements.

1. The Class is Readily Identifiable and the Definition of the Class is Unambiguous.

A class definition must permit courts to identify members of the class with reasonable effort. *Hamilton*, 82 Ohio St.3d at 72. Although Ohio Supreme Court precedents require plaintiffs to plead the existence and limits of a class with some specificity, *Warner*, 36 Ohio St.3d at 96, plaintiffs need not be so definite as to identify every potential member at the beginning of the action. Rather, the test is whether the plaintiff has specified a *means* to determine whether a particular individual is or is not a class member. *Hamilton*, 82 Ohio St.3d at 73.

Plaintiffs here seek provisional certification for settlement purposes of the following class: “All individuals to whom Defendant sent notice of the Data Incident.” SA § IV, ¶ 2. Excluded from the Settlement Class are Defendant and its affiliates, parents, subsidiaries, officers, agents,

and directors, as well as the judge(s) presiding over this matter and the clerks of said judge(s). *Id.* The Settlement Class definition here is unambiguous. Moreover, each member of the proposed Settlement Class has either been already identified by Defendant as part of its investigation into the Data Incident or was sent a notice of the Data Incident from Defendant. This Settlement Class is defined adequately to support certification.

2. The Class Representatives are Members of the Settlement Class.

To fulfill the requirements of the second prong, the named plaintiffs must have standing to sue as class representatives. *Hamilton*, 82 Ohio St.3d at 74. This means that they must possess the same interest and suffer the same injury shared by all members of the Class that they seek to represent. *Id.*

Here, there is no dispute that Plaintiffs are members of the Class they seek to represent. They were sent notice of the Data Incident, and they were identified by Defendant as persons potentially impacted by the Data Incident.

3. The Class is So Numerous that Joinder of All Members is Impracticable.

Numerosity is found when “the class is so numerous that joinder of all members is impracticable.” Civ.R. 23(A)(1). Ohio courts have not specified numerical limits for a class action, instead holding that the “determination must be made on a case-by-case basis.” *Warner*, 36 Ohio St.3d at 97. However, Ohio courts have held that the numerosity requirement is generally satisfied if a class contains more than forty people. *Id.* (citation omitted). Here, approximately 12,650 Settlement Class Members have been identified. This satisfies numerosity.

4. There Exist Questions of Law and Fact Common to the Class.

Commonality exists if the claims of the class members share a “common nucleus of operative facts.” *Marks v. C.P. Chem. Co.*, 31 Ohio St.3d 200, 202 (1987). “The commonality

requirement is generally given a permissive application.” *Miller v. Volkswagen of Am., Inc.*, 2008-Ohio-4736, ¶ 35 (6th Dist.) (citing *Marks*, 31 Ohio St.3d at 202). “[I]t is not necessary that all members of the class have identical claims.” *Garcia-Celestino v. Ruiz Harvesting, Inc.*, 280 F.R.D. 640, 646 (M.D.Fla. 2012); *see also Bacon v. Honda of Am. Mfg.*, 370 F.3d 565, 570 (6th Cir. 2004) (minor factual variations between members of the proposed class will not preclude a finding of commonality when it is unlikely that such differences will impact the outcome of the legal issue).

Common allegations of injury resulting from the same data security incident can satisfy the commonality requirement. *Smith v. Triad of Ala., LLC*, 2017 WL 1044692, at *8 (M.D.Ala. Mar. 17, 2017) (certifying adversarial class); *In re Target Corp. Customer Data Sec. Breach Litig.*, 309 F.R.D. 482, 488–489 (D.Minn. 2015) (certifying adversarial class); *see also In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.*, 851 F.Supp.2d 1040, 1054 (S.D.Tex. 2012) (certifying settlement class; “[t]he common factual question in this case is what actions Heartland took before, during, and after the data breach to safeguard the Consumer Plaintiffs’ financial information”); *In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.*, 2009 WL 5184352, *3 (W.D.Ky. Dec. 22, 2009) (finding commonality in data breach settlement class).

The proposed Settlement Class shares several common questions, as set forth in the Complaint. *See* Compl. ¶ 111. These common questions include, without limitation:

- a. Whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the PII compromised in the Data Incident;
- b. Whether Defendant’s data security systems prior to and during the Data Incident complied with applicable data security laws and regulations and industry standards;
- c. Whether Defendant owed (and breached) duties to the Settlement Class to safeguard their PII;

- d. Whether Defendant knew or should have known its data security systems and monitoring processes were deficient;
- e. What damages Plaintiffs and Settlement Class Members suffered as a result of Defendant's misconduct;
- f. Whether Defendant's conduct was negligent;
- g. Whether Plaintiffs and the Settlement Class are entitled to damages; additional credit or identity monitoring and monetary relief; and equitable relief, including injunctive relief, restitution, disgorgement, and/or the establishment of a constructive trust.

Here, all Persons in the Settlement Class assert the same legal claims, allege they were injured in the same ways, and all of their alleged injuries resulted from Defendant's common conduct. Proving their claims thus will involve numerous common questions of law and fact that will generate common answers, and thus will be resolved in the same way for all class members. *See In re Brinker Data Incident Litig.*, 2021 WL 1405508, *8 (M.D.Fla. Apr. 14, 2021) (commonality exists where there exist "several questions that are common to the class and capable of class wide resolution, including whether Brinker had a duty to protect customer data, whether Brinker knew or should have known its data systems were susceptible, and whether Brinker failed to implement adequate data security measures to protect customers' data."). Thus, the proposed Settlement Class shares sufficient factual and legal commonality to satisfy the requirements of Civ.R. 23(A)(2).

5. Plaintiffs' Claims and Defendant's Defenses are Typical of the Claims and Defenses of the Class.

Typicality considers "whether a sufficient relationship exists between the injury to the named plaintiff and the conduct affecting the Class, so that the court may properly attribute a collective nature to the challenged conduct." *Baughman v. State Farm Mut. Auto Ins. Co.*, 88 Ohio

St.3d 480, 485 (2000) (quoting 1 Newberg on Class Actions § 3.13 (3d ed. 1992)). This is not a challenging standard, and there is no requirement that claims be identical. *Id.* at 484-485. A claim is typical “if it arises from the same event or practice or course of conduct that gives rise to the claims of other class members, and [is] based on the same legal theory.” *Id.* (quoting 1 Newberg on Class Actions § 3.13 (3d ed. 1992)).

When a plaintiff alleges “that the same unlawful conduct was directed at or affected both the named plaintiff and the class sought to be represented, the typicality requirement is usually met irrespective of varying fact patterns that underlie individual claims.” *Id.* In addition, the typicality requirement “has been found to be satisfied where there is no express conflict between the representatives and the class.” *Warner*, 36 Ohio St.3d at 98.

Plaintiffs’ claims are typical of all proposed Class Members, if not nearly identical. Plaintiffs’ claims and legal theories, both in their individual capacity and representative capacity, arise under the same factual predicate (*i.e.* the data incident). *See* Compl. ¶¶ 1-8. The elements Plaintiffs must prove to recover in litigation are identical to what absent Class Members would have to prove to establish Defendant’s liability. Therefore, Plaintiffs’ claim is typical under Rule 23(A)(3) of the Settlement Class they seek to represent. *See Brinker*, 2021 WL 1405508, at *8 (typicality met where “all Plaintiffs’ injuries arise out of the same series of events, the Data Breach”).

6. Plaintiffs Fairly and Adequately Protected the Interests of the Class.

Adequacy requires that Plaintiffs and Class Counsel “fairly and adequately protect the interests of the class.” Civ.R. 23(A)(4). Under this standard, trial courts should analyze both the adequacy of the class representatives and their counsel. *Warner*, 36 Ohio St.3d at 98. Representatives are adequate if their interests are not antagonistic to those of the class. *Marks*, 31 Ohio St.3d at 203.

a. Class Counsel Are Well Qualified and Experienced in Class Action Litigation.

Under Rule 23(A)(4), attorneys are adequate if they are “experienced in handling litigation of the type involved in the case before class certification is allowed.” *Warner*, 36 Ohio St.3d at 98. This is reflected in Rule 23(F), which sets out the following factors that trial courts must consider when deciding to appoint class counsel:

[T]he work counsel has done in identifying or investigating potential claims in the action; (ii) counsel’s experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel’s knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class. Civ.R. 23(F)(1)(a).

Here, Plaintiffs’ counsel are experienced in complex class action litigation and will fairly and adequately represent the interests of all class members. Collectively, counsel have litigated dozens of successful class actions, including dozens of data breach class actions, and their respective law firms will continue to fully commit the resources necessary to represent the Settlement Class. *See Coates Aff.* ¶¶ 2-7; *see also Voss v. Quicken Loans, LLC*, Hamilton C.P. No. A2002899, 2023 WL 1883124, *3 (Feb. 8, 2023) (“Class Counsel [Markovits, Stock & DeMarco] is known to be qualified at handling class and other complex litigation.”), citing *Shy v. Navistar Internatl. Corp.*, 2022 WL 2125574, *4 (S.D. Ohio June 13, 2022) (“Class Counsel, the law firm Markovits, Stock & DeMarco, LLC, are qualified and are known within this District for handling complex cases including class action cases such as this one.”). Moreover, Plaintiffs’ counsel have diligently identified, researched, and prosecuted the claims in this case in an efficient and timely manner. There is no reason to doubt proposed Class Counsel’s adequacy.

b. Plaintiffs’ Interests are not Antagonistic to the Class.

As discussed herein, Plaintiffs faced the same alleged unlawful conduct as the Settlement Class, and have been—and remain—active participants in this Litigation for the benefit of absent

Settlement Class Members. Plaintiffs' and Settlement Class Members' claims flow from the same underlying conduct. Accordingly, Plaintiffs are adequate representatives because their claims fall within the class definition and their interests are not antagonistic to the rest of the Settlement Class.

Each Plaintiff has demonstrated an unwavering commitment to the Settlement Class they seek to represent. The record reflects that Plaintiffs have fully cooperated with putative class counsel, provided the necessary information and documentation for the filing of this case, and have regularly communicated with Proposed Settlement Class Counsel. Plaintiffs' adequacy is not subject to any legitimate dispute.

7. Rule 23(B)(3) is Satisfied as Questions of Law and Fact Predominate Over Any Questions Affecting Only Individual Members and a Class Action is Superior to Individual Actions.

Finally, Plaintiffs must show that the action is survivable under Rule 23(B)(1), (2), or (3). *Hamilton*, 82 Ohio St.3d at 71. Here, Plaintiffs seek provisional certification for settlement purposes under Rule 23(B)(3). Rule 23(B)(3) provides that certification is appropriate if “the questions of law and fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Matters relevant to this finding include:

- (a) the class members' interests in individually controlling the prosecution or defense of separate actions;
- (b) the extent and nature of any litigation concerning the controversy already begun by or against class members;
- (c) the desirability or undesirability of concentrating the litigation of the claims in the particular forum;
- (d) the likely difficulties in managing a class action.

Civ.R. 23(B)(3).

Class actions seek “to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights.” *Hamilton*, 82 Ohio St.3d at 80, quoting *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 617 (1997). Class actions

address this by aggregating claims with relatively low economic value into a case worth litigating. *Id.* Thus, the analysis weighs the efficiency and economy of class wide adjudication against the difficulties and complexity of trying the class members' claims individually. *See Warner v. Waste Mgt., Inc.*, 36 Ohio St.3d 91, 96 (1988).

To demonstrate predominance, common issues must do more than merely exist. *Schmidt v. Avco Corp.*, 15 Ohio St.3d 310, 313 (1994). They must instead “represent a significant aspect of the case” and be capable of class wide resolution in a single adjudication. *Id.*

The predominance requirement is met here because the overwhelming issues of law and fact are common to all class members. *See, e.g., In re Target*, 309 F.R.D. at 486-489. Even if there are some individualized facts relating to various members of the Class, that is not a bar to class certification under Ohio law. *See In re Consol. Mortg.*, 2002-Ohio-6720, ¶ 10 (“The mere existence of different facts associated with the various members of a proposed class is not by itself a bar to certification of that class.”).

Here, the only real individual issue relates to damages, which does not defeat predominance. The Ohio Supreme Court has held that, “a trial court should not dispose of a class certification solely on the basis of disparate damages.” *Hamilton*, 82 Ohio St.3d at 81, quoting *Ojalvo v. Ohio State Univ. Bd. of Trustees*, 12 Ohio St.3d 230, 232, (1984). Indeed, courts have routinely found that “individualized calculations of damages do not defeat the predominance requirement.” *Enea v. Bloomberg, L.P.*, 2014 WL 1044027, *7 (S.D.N.Y. Mar. 17, 2014); *In re Workers' Comp.*, 130 F.R.D. 99, 110 (D.Minn. 1990) (noting that individualized damages issues “are rarely a barrier to certification”); *Beattie v. Century Tel., Inc.*, 511 F.3d 554, 564 (6th Cir. 2007) (“[c]ommon issues may predominate when liability can be determined on a class-wide basis, even when there are some individualized damage issues,” quoting *In re Visa*

Check/MasterMoney Antitrust Litig., 280 F.3d 124, 139 (2d Cir. 2001)). Thus, the predominance requirement of Rule 23(B)(3) is met.

The superiority requirement found in Rule 23(B)(3) is also satisfied. As noted by the Ohio Supreme Court in *Schmidt*, 15 Ohio St.3d at 314:

To aid courts in determining whether there has been compliance with the Civ.R. 23(B)(3) requirements of predominance and superiority, i.e., requirements that demonstrate the utility and propriety of employing the class action device, the drafters listed four factors which they deemed to be particularly relevant: (a) the interest of members of the class in individually controlling the prosecution or defense of separate actions; (b) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class; (c) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; (d) the difficulties likely to be encountered in the management of a class action.

Here, there are approximately 12,650 Persons in the Settlement Class. One single class action is a fair and efficient method to adjudicate such a large number of claims that are individually worth small dollar amounts. The alternative—potentially thousands of individual lawsuits—would be an undeniable and significant burden on the judiciary. Additionally, Settlement Class Members would be burdened, as the relatively small value of each individual claim makes prosecution virtually unfeasible save for a class action. *See Mullins v. Premier Nutrition Corp.*, 2016 WL 1535057, *8 (N.D.Cal. Apr. 15, 2016) (“Cases, such as this, ‘where litigation costs dwarf potential recovery’ are paradigmatic examples of those well-suited for class wide prosecution.”) (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1023 (9th Cir. 1998)).

In addition, a class action is superior because there is no compelling reason to host numerous individual trials when the central question in all of them is the same—*i.e.*, did Defendant fail to implement adequate security protocols that resulted in the Data Incident—and the material aspects of the compromise of the data are identical. Indeed, courts routinely certify data privacy classes based on common liability issues. *See Triad*, 2017 WL 1044692, at *12 (certifying

adversarial class and finding “[t]he extent to which [hospital] was obliged to protect patient records, and whether it breached that obligation, are the predominant issues in this case—answering these questions one way or another will effectively decide the parties’ dispute.”); *In re Target*, 309 F.R.D. at 488 (certifying adversarial class and holding “[h]aving found such common liability issues, the question whether damages issues also predominate is thus less significant. Damages can and often are left to determination after liability issues are resolved.”); *see also In re Heartland*, 851 F. Supp. 2d at 1059 (finding predominance as “this case presents several common questions of law and fact arising from a central issue: Heartland’s conduct before, during, and following the data breach, and the resulting injury to each class member from that conduct” and certifying settlement class); *In re Countrywide*, 2009 WL 5184352, at *7 (finding “[a]lthough there are variations in the damages claims of each class member and their appropriate amounts of recovery, these issues are predominated by the main issue of fault” and certifying settlement class).

Indeed, as the Supreme Court of Ohio previously stated in finding the predominance element of Civ.R. 23(B)(3) met: “our review of the relevant factors leads us to conclude that the class action is the superior method for the fair and efficient adjudication of the controversies.” *In re Consol. Mortg.*, 2002-Ohio-6720, ¶ 16. Because common issues of law and fact predominate over individual issues, and the class action is the superior method of resolving the dispute, Rule 23(B)(3) and all other requirements for class certification have been satisfied, and this Court should grant conditional class certification for settlement purposes.

V. THE NOTICE PLAN SHOULD BE APPROVED

Rule 23 mandates that notice be sent to a class as to the granting of class certification and/or of any proposed settlement. Consequently, Plaintiffs request that this Court approve the notice plan specified herein. *See Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 175 (1974) (“individual notice

is clearly the ‘best notice practicable’ within the meaning of Rule 23(c)(2) and our prior decisions.”).

The proposed notice plan provides direct notice to potential Settlement Class Members of this Settlement and the conditional grant of class certification through U.S. Mail and on the Settlement Website. SA § IV, ¶¶ 8.4.1, 8.4.2, 8.4.3, and 8.5; *see also* Atticus Decl. ¶¶ 10-13.

Claim Forms will be mailed to the Settlement Class, and the Settlement Website will be implemented to provide the Settlement Class with an online means for obtaining more information about the Settlement, including permitting the submission of online Claim Forms and accessing certain important case documents and information. *Id.* The notice plan will be executed by the Settlement Administrator with Class Counsel and the Court’s oversight. Class Counsel believes the notice plan is thorough in that it provides notice to the Settlement Class through mail and the Settlement Website.

The intention of this notice plan is to inform and reach as many Persons in the Settlement Class as possible. Plaintiffs request approval of this notice plan to make practicable the process of completing and submitting Claim Forms for treatment as a Valid Claim.

VI. THE SETTLEMENT AGREEMENT SHOULD BE PRELIMINARILY APPROVED AS FAIR, REASONABLE, AND ADEQUATE

Finally, the Court must determine if the proposed Settlement is fair, reasonable, and adequate. Civ.R. 23(E); *In re Kroger Shareholders Litig.*, 70 Ohio App. 3d 52, 67-68 (1st Dist. 1990). In doing so, the Court must consider “(1) the fairness and reasonableness of the proposed settlement to those affected by it; (2) the adequacy of the settlement to the class; and (3) whether the settlement proposed is in the public interest.” *Id.* Additional considerations include the complexity, expense, and duration of the litigation; the risks of the litigation; the defendant’s resources; the judgment of Class Counsel; the plaintiffs’ likelihood of success on the merits

balanced against the amount and form of relief obtained in the settlement; objections to the settlement, if any; and the stage of litigation when the settlement was reached. *Id.* at 69, n.9. This power is squarely within the court’s discretion, although settlements are generally favored. Ohio courts recognize that ““agreements of compromise and settlement are highly favored at law”” and that “[t]his principle is equally true in complex class action litigation.” *Sutherland v. ITT Residential Capital Corp.*, 122 Ohio App.3d 526, 536 (6th Dist. 1977) (internal citations omitted).

The Settlement in this case is fair, reasonable, and adequate, for the following reasons:

A. The Settlement Agreement is the result of informed, non-collusive, arm’s length negotiations between the Parties.

Arm’s-length negotiations conducted by competent counsel are recognized by Courts as evidence of a fair settlement. Settlement agreements are frequently approved when they are found to be derived from informed, non-collusive, arm’s-length negotiations. *See Bronson v. Bd. of Educ. of City Sch. Dist. of Cincinnati*, 604 F.Supp. 68, 78 (S.D.Ohio 1984) (approving settlement where there was no hint of collusion in the negotiating process).

The settlement here is the result of intensive arm’s-length negotiations over the course of several months between attorneys experienced in both class actions generally, and particularly in data breach cases. *See Coates Aff.* ¶¶ 2, 8-9. As such, this factor weighs in favor of preliminary approval.

B. The Settlement Agreement will likely be approved as fair, reasonable, and adequate at Final Approval.

The Settlement provides Plaintiffs and Settlement Members with significant relief for their alleged injuries as well as protection against the risk of further harm. Specifically, the Settlement ensures that Settlement Class Members will have safeguards in place to protect them against similar breaches going forward. This includes the ability to claim two (2) years of three-bureau

credit monitoring services with \$1,000,000.00 insurance. Additionally, Settlement Class Members may claim one of the two following options: a \$50.00 cash payment or up to \$500 reimbursement for documented ordinary losses; and reimbursement for up to four (4) hours of time (at a rate of \$20 per hour, subject to the \$500 aggregate cap for ordinary losses) spent addressing the incident; and up to \$5,000 for documented extraordinary losses proven traceable to the Data Incident.

This Settlement provides benefits that are commensurate with those approved by other courts for similar data breaches. *See, e.g., Order Granting Final Approval, Fulton-Green v. Accolade, Inc.*, No. 2:18-cv-00274 (E.D.Pa. Sept. 24, 2019), ECF No. 39 (granting approval of data breach class action settlement providing for expense reimbursement up to \$1,500 per class member, and increased cyber security measures of undisclosed worth for two years following the Data Incident); *Order & J., Mowery v. Saint Francis Healthcare Sys.*, No. 1:20-cv-00013 (E.D.Mo. Dec. 22, 2020), ECF No. 43 (approving settlement in healthcare data breach matter providing for up to \$180 in reimbursements per class member, as well as one-year credit monitoring and identity theft restoration services).

This Settlement provides full, fair, and adequate compensation for any actual injuries arising from the Data Incident. Were this litigation to continue, Plaintiffs and the Settlement Class would face various challenges, including surviving a motion to dismiss, gaining class certification, and maintaining that certification through trial and a likely motion for summary judgment. Accordingly, absent a settlement, Plaintiffs face serious obstacles in prevailing in this suit. This supports Plaintiffs' position that this proposed Settlement is fair, reasonable, and adequate and thus merits approval.

C. Continued litigation will result in increased cost, complexity, and substantial risk for Plaintiffs and Settlement Class Members.

The value achieved through the Settlement Agreement is guaranteed, whereas the chances

of prevailing on the merits are uncertain. While Plaintiffs strongly believe in the merits of their case, they also understand that Defendant will assert a number of potentially case-dispositive defenses. In light of the rapidly evolving law, data breach cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See Hammond v. The Bank of N.Y. Mellon Corp.*, 2010 WL 2643307, *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Class certification is another hurdle that would have to be met—and one that been denied in other data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D.Me. 2013). Because the “legal issues involved in [in data breach litigation] are cutting-edge and unsettled . . . many resources would necessarily be spent litigating substantive law as well as other issues.” *In re Target Corp. Customer Data Sec. Breach Litig.*, 2015 WL 7253765, at *2 (D.Minn. Nov. 17, 2015). The overall case-law environment is increasingly hostile towards data breach litigation. *See e.g., TransUnion LLC v. Ramirez*, 141 S. Ct. 2190, 2197 (2021).

While Plaintiffs are confident in the merits of their claims—it is obvious that their success at trial is far from certain. Through the Settlement, Plaintiffs and the Settlement Class gain significant benefits without having to face further risk of not receiving any relief at all.

D. Experienced Class Counsel support Settlement.

Moreover, Class Counsel supports this Settlement. Here, Plaintiffs were able to engage in meaningful independent investigation, including the exchange of informal discovery and other information in advance of mediation, as well as engage with Defendant so as to reach a full understanding of this case’s value, balanced with the risks of continued litigation. Coates Aff. ¶¶ 8-9. Proposed Settlement Class Counsel strongly believe that the Settlement provides a favorable result for the Settlement Class. *Id.* ¶ 16. Accordingly, this Court should grant preliminary approval

of the proposed Settlement because it: (1) was the result of extensive arm's-length negotiations between the parties; (2) is fair, reasonable, and adequate; (3) meets the criteria and provides for conditional class certification; and (4) permits the efficient and timely payment of settlement benefits to Settlement Class Members submitting Valid Claims.

Before the Final Approval Hearing, Class Counsel will submit a motion for combined attorneys' fees and costs in an amount not to exceed \$195,000, and \$2,000 Service Awards to each of the Class Representatives (\$8,000 total). Such motion will be submitted separately and apart from any motion for final approval.

VII. CONCLUSION

For the reasons contained in this memorandum, Plaintiffs respectfully request that the Court grant this motion for preliminary approval of class action settlement including granting conditional settlement class certification, approving the notice plan, appointing Plaintiffs Anna Moran, William Bircher, Shane Littleton, and Stephanie Litzenberg as the Class Representatives, appointing undersigned counsel as Class Counsel for Plaintiffs and the Class, and approving the appointment of Atticus Administration, LLC as Settlement Administrator.

DATED: February 6, 2026

Respectfully submitted,

/s/ Terence R. Coates

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Counsel for Plaintiffs and the Proposed Class

* Motion to appear *pro hac vice* forthcoming

CERTIFICATE OF SERVICE

I hereby certify that on February 6, 2026, the foregoing was served upon counsel for Defendant by electronic mail, in accordance with Civ.R. 5(B)(2)(f), as follows:

R. Morgan Salisbury, Esq.
LEWIS BRISBOIS BISGAARD & SMITH, LLP
morgan.salisbury@lewisbrisbois.com

/s/ Terence R. Coates
Terence R. Coates (0085579)

EXHIBIT

1

**COURT OF COMMON PLEAS
KNOX COUNTY, OHIO
GENERAL DIVISION**

ANNA MORAN, *et al*, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

ARIEL CORPORATION,

Defendant.

Case No. 24NG12-0399

Judge Richard Wetzel, Jr.

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered by and among the Settling Parties: Plaintiffs Anna Moran, William Bircher, Shane Littleton, and Stephanie Litzenberg (collectively, “Plaintiffs”),¹ individually and on behalf of the Settlement Class (defined below), by and through their counsel (“Class Counsel” or “Proposed Settlement Class Counsel”) and Ariel Corporation (“Ariel” or “Defendant,” and collectively with Plaintiffs, the “Parties”). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

Plaintiffs allege that, between June 20 and June 27, 2024, a targeted cyberattack and data breach occurred on Defendant’s information systems, resulting in the unauthorized access of some personally identifiable information (“PII”) entrusted to the Defendant by Plaintiffs and Settlement Class Members, including names and Social Security numbers. On December 9, 2024, Plaintiff

¹ Unless defined elsewhere, all capitalized terms shall have the meanings ascribed to them as those terms are defined in Section IV.

Littleton filed a class action complaint against Defendant in the United States District Court for the Southern District of Ohio. Plaintiffs Moran and Bircher filed separate class action complaints in Knox County on December 13 and December 16, 2024, respectively. Plaintiff Littleton voluntarily dismissed the case in the Southern District on January 15, 2025, and Plaintiff Bircher voluntarily dismissed the case in Knox County on January 23, 2025.

Thereafter, on February 7, 2025, Plaintiffs filed a consolidated class action complaint (“Complaint”) against Defendant, asserting claims for: negligence/negligence *per se*; breach of implied contract; breach of bailment; and invasion of privacy. Defendant filed a Motion to Dismiss Plaintiffs’ Complaint on July 1, 2025, and Plaintiffs filed a Response in Opposition on August 14, 2025. While Defendant’s Motion to Dismiss was pending, the Parties engaged in settlement discussions, ultimately agreeing upon the terms of a settlement, memorialized in this Settlement Agreement.

Pursuant to the terms delineated below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, in the Litigation against the Defendant and the Released Persons relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class Members.

II. CLAIMS OF PLAINTIFFS AND BENEFITS OF SETTLING

Plaintiffs feel strongly that the claims asserted in this Litigation, as set forth in the Consolidated Class Action Complaint, have merit. However, Plaintiffs and Class Counsel are aware of the expense, length of continued litigation, and uncertain outcome of further litigation at this time, particularly given the complex nature of this class action. Proposed Settlement Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation.

They have concluded the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class Members.

III. DENIAL OF WRONGDOING AND LIABILITY

Defendant denies the claims and contentions alleged against them in the Litigation. Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation.

IV. TERMS OF SETTLEMENT

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

1. **Settlement Structure:** The settlement shall be administered on a wholly claims-made basis. To receive any relief, Settlement Class Members must submit a Valid Claim to the Settlement Administrator.

2. **Settlement Class Definition:** The “Settlement Class” means and shall include “**All individuals to whom Defendant sent notice of the Data Incident.**” Excluded from the Class are Defendant and its affiliates, parents, subsidiaries, officers, agents, and directors, as well as the judge(s) presiding over this matter and the clerks of said judge(s). A “Settlement Class Member” is a member of the Settlement Class that does not opt out (i.e., exclude themselves) from the Settlement Class.

3. **Additional Definitions:** As used in this Settlement Agreement, the following terms have the meanings specified below:

- 3.1. “Agreement” or “Settlement Agreement” means this agreement entered by the Plaintiffs and Defendant, including all exhibits.
- 3.2. “Claimant” means a Claimant who submits a Claim Form.
- 3.3. “Claim Form” means the form that will be used by Settlement Class Members to submit a Settlement Claim to the Settlement Administrator and that is substantially in the form as shown in **Exhibit A** to this Settlement Agreement.
- 3.4. “Claims Administration,” “Notice and Claims Administration” or “Settlement Administration” means the management and execution of the Court approved notice program to be used with the Settlement Class, the processing and payment of claims received from Settlement Class Members, and other tasks performed by the Settlement Administrator as part of its duties in administering the Agreement.
- 3.5. “Settlement Administrator” means Atticus Administration, LLC, a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.
- 3.6. “Claims Deadline” means the postmark and/or online submission deadline for Claims, which shall be 90 days after the Notice Commencement Date.
- 3.7. “Class Counsel” or “Proposed Settlement Class Counsel” means Terence R. Coates of Markovits, Stock & DeMarco, LLC; Raina Borrelli of Strauss Borrelli PLLC, Grayson Wells of Stranch, Jennings & Garvey, PLLC; and Jeff Ostrow of Kopelowitz Ostrow, P.A.
- 3.8. “Class List” means a list of individuals in the Settlement Class and postal addresses

Defendant has for those individuals and maintains in the ordinary course of business.

- 3.9. “Class Representatives” mean the Plaintiffs who sign this Agreement.
- 3.10. “Costs of Notice Claims Administration” means all actual costs of Claims Administration.
- 3.11. “Court” means the Knox County Court of Common Pleas and the Judge(s) assigned to the Litigation.
- 3.12. “Data Incident” means the data security incident that occurred in or around June 2024, affecting Ariel Corporation, and potentially, Settlement Class Members’ personally identifiable information.
- 3.13. “Effective Date” means the first date by which all of the events and conditions specified in Section 3.15 have occurred and been met. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the Attorneys’ Fees, Costs and/or Service Awards. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being the Attorneys’ Fees, Costs and/or Service Awards.
- 3.14. “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment; (iii) if an objection to the settlement has been submitted by a Settlement Class Member found by the Court to have standing to object, that objection has been overruled; and (iv) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Final Approval

Order and Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review.

- 3.15. “Final Approval Hearing” means the hearing held before the Court during which the Court will consider granting final approval of the Settlement and the Motion for Attorneys’ Fees, Costs, and Service Awards.
- 3.16. “Final Approval Order and Judgment” means the final order the Court enters granting final approval of the Settlement. The proposed Final Approval Order and Judgment shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order and Judgment also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and Service Awards to the Class Representatives.
- 3.17. “Judgment” means a judgment rendered by the Court.
- 3.18. “Litigation” means the action *Moran, et al. v. Ariel Corporation*, Case No. 24NG12-0399 (Knox County, Ohio).
- 3.19. “Long Notice” means the long form notice of settlement to be posted on the Settlement Website, substantially in the form as shown in **Exhibit B** to this Settlement Agreement.
- 3.20. “Motion for Attorneys’ Fees, Costs, and Service Awards” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking approval for attorneys’ fees and costs for Class Counsel and Service Awards for Class Representatives.

- 3.21. “Notice Date” or “Notice Commencement Date” means thirty (30) days after the entry of the Preliminary Approval Order.
- 3.22. “Objection Date” means the date by which Settlement Class Members must mail to the Settlement Administrator their objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be seventy-four (74) days after the Notice Commencement Date. The Settlement Administrator, on receipt of an objection shall forward it promptly to Class Counsel and counsel for the Defendant.
- 3.23. “Opt-Out Date” means the date by which an individual in the Settlement Class must mail to the Settlement Administrator their request to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be seventy-four (74) days after the Notice Commencement Date.
- 3.24. “Person” means a natural individual, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.
- 3.25. “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached to this Settlement Agreement as **Exhibit C**.
- 3.26. “Released Claims” means any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, municipality or other governmental

entity, including, but not limited to, 15 U.S.C. § 45, *et seq.*, and all similar statutes in effect in any states in the United States; including, but not limited to, any claims under Ohio common law for invasion of privacy or public disclosure of private facts and all similar statutes or recognized causes of action in effect in any states in the United States; including, but not limited to, negligence, negligence *per se*, breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, fraud, misrepresentation (whether fraudulent, negligent or innocent), unjust enrichment, bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver; whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the alleged access to and/or exfiltration of personal information, including but not limited to Social Security numbers, related to or caused by the Data Incident or the allegations, transactions, occurrences, operative facts, or circumstances alleged in or otherwise described in the Litigation, including in the Complaint. Released Claims shall include Unknown Claims as defined, *supra*.

Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement Agreement and shall not include the claims of those individuals in the Settlement Class who have timely excluded themselves from the Settlement Class.

- 3.27. “Released Persons” means Defendant and its Related Entities and each of Defendant’s and the Related Entities’ past or present parents, subsidiaries, divisions, and controlled, related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, employees, attorneys, insurers, and reinsurers.
- 3.28. “Releasor” or “Releasors” shall refer, jointly and severally, and individually and collectively, to Plaintiffs and to Settlement Class Members, and to each of the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.
- 3.29. “Related Entities” means Defendant’s respective past or present parents, subsidiaries, divisions, and controlled, related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, employees, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person found by a court of competent jurisdiction to be guilty under criminal law of causing the Data Incident or who pleads *nolo contendere* to any such charge.
- 3.30. “Settlement Claim” means a claim for settlement benefits made using a Claim Form consistent with the terms of this Settlement Agreement.

- 3.31. "Settlement Class" means all individuals to whom Defendant sent notice of the Data Incident.
- 3.32. "Unknown Claims" means any of the Released Claims that any Settlement Class Member, including any Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties agree that on the Effective Date, Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including Plaintiffs, may hereafter discover Unknown Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, on the Effective Date, fully, finally and forever settled and released any and all Unknown Claims. The Settling Parties acknowledge and

agree the foregoing waiver is a material element of the Settlement Agreement of which this release of Unknown Claims is a part.

3.33. “Valid Claims” means Settlement Claims that contain the appropriate documentation, in an amount approved by the Settlement Administrator and found to be valid through the claims process, to include any challenge to a Settlement Claim asserted by any Settling Party.

3.34. “Short Notice” means the short notice of the proposed class action settlement, substantially in the form as shown in **Exhibit D** to this Settlement Agreement. The Short Notice will direct recipients to the Settlement Website where recipients may view the Long Notice and make claims for available Settlement Class benefits. The Short Notice will also inform Settlement Class Members, *inter alia*, of the Claims Deadline, the Opt-Out Date and Objection Date, and the date of the Final Approval Hearing (as defined below).

3.35. “United States” means the 50 states within the country as well as the District of Columbia and all territories.

4. **Settlement Benefits**

4.1. **Monetary Recovery:** Class Members will be eligible to make claims for monetary recovery (“Settlement Claims”) set forth in detail below.

4.2. Defendant agrees to make available the following compensation for Class Members who submit Valid Claims:.

4.3. **Compensation for Ordinary Losses and Lost Time:** All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for reimbursement for the following documented out-of-pocket losses caused by the

Data Incident (“Ordinary Losses”) and attested time spent responding to the Data Incident (“Lost Time”) that Settlement Class Members incurred/spent between June 20, 2024 and seven days after the Court approved notice of settlement is sent to the Settlement Class, not to exceed an aggregate total of \$500 per Settlement Class Member:

4.3.1. **Ordinary Losses:** Ordinary Losses incurred as a result of the Data Incident, include, but are not limited to: (i) bank fees, (ii) long distance telephone charges; (iii) cell phone voice charges (if charged by the minute) or data charges (if charged by the amount of data used); (iv) postage; (v) gasoline for local travel; or (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased as a result of the Data Incident. To receive reimbursement, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation to the Settlement Administrator.

4.3.2. **Lost Time:** Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of lost time spent dealing with the Data Incident (calculated at \$20 per hour), with a check-the-box(es) description of each activity performed and an attestation under penalty of perjury that any claimed lost time was spent responding to issues raised by the Data Incident.

4.4. Claims made for Lost Time can be combined with reimbursement for the above-referenced Ordinary Losses and claims for both Lost Time and Ordinary Losses are subject to the single total aggregate cap of \$500 per Settlement Class Member.

- 4.5. **Compensation for Extraordinary Losses:** Settlement Class Members can also receive reimbursement for their documented extraordinary monetary out-of-pocket expenses to the extent not already covered above if their identity was stolen or misused as a result of the Data Incident (“Extraordinary Losses”) in an amount not to exceed \$5,000 per Settlement Class Member. Settlement Class Members are eligible to receive reimbursement for the following Extraordinary Losses that meet the following conditions:
- 4.5.1. The loss is an actual, documented and unreimbursed monetary loss caused by (i) injurious misuse of a Settlement Class Member’s personally identifiable information (“PII”) or (ii) fraud associated with a Settlement Class Member’s PII;
 - 4.5.2. The loss noted in (i) or (ii), above, was more likely than not caused by the Data Incident;
 - 4.5.3. The loss occurred between June 27, 2024 and seven days after the Court-approved notice of settlement is sent to the Settlement Class; and;
 - 4.5.4. The loss is not already covered by the ordinary loss/lost time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the Settlement Class Member’s identity protection services or identity theft insurance, if any such services/insurance applies.
- 4.6. Examples of Extraordinary Losses include, but are not limited to: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result

of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations. To claim Extraordinary Losses, the Settlement Class Member must attest under penalty of perjury that he/she believes each claimed loss or expense was incurred as a result of the Data Incident and provide reasonable documentation of losses claimed.

- 4.7. **Alternative Cash Payment:** Settlement Class Members may select an alternative cash payment in the amount of \$50 in lieu of the relief identified in Sections 4.3-4.6, Settlement Class Members may elect the alternative cash payment and the credit monitoring identified in Section 4.8.
- 4.8. **Credit Monitoring Services:** All Settlement Class Members, with the submission of a Valid Claim, are eligible to receive two (2) years of three-bureau credit monitoring services that includes at least \$1,000,000 in fraud protection. No documentation is required to request this Settlement benefit.
- 4.9. Settlement Class Members seeking reimbursement under Sections 4.3 through 4.8 must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online by the Claims Deadline. The notice to the Settlement Class will specify this deadline and other relevant dates. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct to the best of his or her knowledge and belief and is

being made under penalty of perjury. Notarization shall not be required. For Ordinary Losses and Extraordinary Losses, a Settlement Class Member must submit reasonable documentation reflecting that claimed expenses were incurred because of the Data Incident and not otherwise reimbursed by another source. This documentation may include receipts or similar documentation showing costs incurred. “Self-prepared” documents, such as handwritten receipts, are insufficient to receive reimbursement, but may be considered by the Settlement Administrator to add clarity or support for a Settlement Claim.

4.10. **Limitations on Ordinary and Extraordinary Loss Expenses:** Before recovering any settlement benefits, the Settlement Class Members must exhaust all their existing credit monitoring insurance or other reimbursement insurance benefits covering losses due to identity theft and stolen funds available to them in connection with the credit monitoring protections already provided by Defendant. Defendant shall not be required to provide a double payment of the same loss or injury that was reimbursed or compensated by any other source.

4.11. **Data System Enhancements:** In connection with these settlement negotiations, Defendant has acknowledged (without any admission of liability), that it has made certain data system enhancements in light of the Data Incident.

4.11.1. Defendant agrees to generally disclose the data system enhancements to Class Counsel and estimate, if reasonably calculable, the annual cost of those enhancements for the next calendar year. The disclosure will not be provided to third parties unless the disclosure is compelled by law or Defendant expressly agrees to the disclosure.

4.11.2. Nothing in this paragraph shall create any contractual rights to any present or future equitable remedy requiring Defendant to establish or maintain any particular security processes or procedures in the future or otherwise take any action in response to this Litigation.

4.11.3. In addition, notwithstanding actions to enforce this settlement, nothing in this paragraph may be used to create a cause of action against Defendant or may be used in connection with any other matter against Defendant. Defendant's changes in systems or business practices shall not be considered in this Litigation or any other proceeding as an admission, concession, or evidence of any wrongdoing, liability, or presence or proof of damages.

4.12. **Aggregate Monetary Cap:** The aggregate monetary cap on Defendant's liability under this Settlement is \$575,000.

5. **Objection Procedures:** Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number, (iii) information identifying the objector as a Settlement Class Member, including proof the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he, she or they is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and (vii)

the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him, her or they in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to the Post Office box established by the Settlement Administrator. Proposed Settlement Class Counsel will file all objections with the Court with the Motion for Final Approval of the Settlement.

Any Settlement Class Member who fails to comply with the requirements for objecting in this Section shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of this Section of the Settlement Agreement. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under applicable Ohio Rules of Civil Procedure and not through a collateral attack

6. **Opt-Out Procedure:** Each Person wishing to opt out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest a Person's intent to opt out of the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

All Persons who submit valid notices of their intent to opt out of the Settlement Class, as set forth above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the

Settlement Class who do not opt out of the Settlement Class in the manner set forth above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

Within ten (10) days of the Opt-Out Date, the Settlement Administrator shall notify counsel for the Parties of the number and identity of the persons opting out.

7. **Settlement Administration Fees:** Defendant shall be responsible for the cost of Settlement Administration. Defendant shall select, with named Plaintiffs' consent, the Settlement Administrator.

8. **Settlement Administration Process:** After the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice to the Settlement Class. Notice shall be provided by the Settlement Administrator as follows:

8.1. *Settlement Class Information:* No later than fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator the Class List.

8.2. The 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 in this Settlement Agreement, or to provide all data and information in its possession to the Settling Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information. The Settlement Administrator shall ensure the Class List is kept confidential and secure from unauthorized third parties.

8.3. *Settlement Website:* Prior to the dissemination of the Class Notice, the Settlement Administrator shall establish a settlement website after obtaining the Parties'

agreement to the name/URL (“Settlement Website”). The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Agreement; (v) the Complaint; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide the Settlement Class the ability to complete and submit the Claim Form electronically.

8.4. *Short Notice:* By the Notice Commencement Date and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator will provide notice to the Settlement Class as follows:

8.4.1. Via mail to the postal address in Defendant’s possession. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of individuals in the Settlement Class through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;

8.4.2. In the event a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;

8.4.3. In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out Date and Objection Date, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the

recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner the Settlement Administrator customarily performs skip traces, to attempt to ascertain the current address in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

- 8.5. Publishing, on or before the Notice Commencement Date, the Claim Form, Long Notice and this Settlement Agreement on the Settlement Website, as specified and approved in the Preliminary Approval Order, and maintaining and updating the website for a period no less than 180 days after the Court’s determination on the motion for final approval of the settlement.
- 8.6. The Settlement Administrator will provide copies of the Long Notice and paper Claim Form, as well as this Settlement Agreement, upon request.
- 8.7. Contemporaneously with seeking final Court approval of the Settlement, Proposed Settlement Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.
- 8.8. The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Settlement Administrator in consultation and agreement with the Settling Parties as may be reasonable and not inconsistent with the Preliminary Approval Order.
- 8.9. Proposed Settlement Class Counsel shall request that after notice is completed the

Court hold a hearing (the “Final Approval Hearing”) and grant final approval of the settlement.

9. **Release:** On the Effective Date, Releasors fully, finally and forever release Defendant and all other Released Persons from the Released Claims, including Unknown Claims. Further, Releasors covenant and agree that they shall not hereafter seek to establish liability against Defendant, or any other Released Persons in whole or in part on any Released Claim.

10. **Claims Submission and Period:** The Parties agree that the period for filing claims via Claim Form will be set at a date certain at no more than 90 days from the date that notice is mailed to the Settlement Class Members.

10.1. Claim Forms must be submitted (either electronically submitted or postmarked) on or before the Claims Deadline.

10.2. Completed Claim Forms shall be submitted directly to the Settlement Administrator either electronically via the Settlement Website, via electronic mail, or via U.S. Mail for processing, assessment, and payment (when properly submitted)).

10.3. Any Claim Form that lacks the requisite information will be deemed to be incomplete and ineligible for payment. Any claim by an individual not on the Class List need not be considered for cure by the Settlement Administrator.

10.4. A Settlement Class Member is not entitled to any compensation if he or she submits a Claim Form after the Claims Deadline, and/or if the Claim Form is incomplete after an opportunity to cure any error(s) and/or omission(s) or contains false information. The Settlement Administrator shall design cure procedures consistent with the Court approved Preliminary Approval Order.

10.5. Within twenty-one days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and shall determine which claims are valid and initially approved and which claims are initially rejected. The Settlement Administrator, for purposes of initial approval only, may accept or reject any Claim Form submitted upon its sole discretion, and may request additional information prior to initially accepting or rejecting any Claim Form submitted. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for abuse and/or fraud and shall deny Claim Forms materially incomplete and/or where there is evidence of fraud, or where the Claim Form does not meet the requirements set forth in this Agreement.

10.6. Within forty-five days of the Claims Deadline, the Settlement Administrator will submit to Counsel for the Parties a report listing all initially approved claims (“Initially Approved Claims List”) and shall include an electronic PDF copy of all such initially approved Claim Forms. Within forty-five days after the Claims Deadline, the Settlement Administrator will also submit to the Parties a report listing all initially rejected Claims (“Initially Rejected Claims List”) and shall include an electronic PDF copy of all such initially rejected Claim Forms.

10.7. Counsel for the Parties shall have thirty days after the date they receive the Initially Approved Claims List and related Claim Forms to audit and challenge any initially approved claims. Within those thirty dates, Counsel for the Parties shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially approved claim they wish to challenge and the reasons for the challenge.

10.8. Counsel for the Parties may challenge any claim initially rejected by the Settlement Administrator. Counsel for the Parties shall have thirty days after the date they receive the

Initially Rejected Claims List and related Claim Forms to audit and challenge any initially rejected claims. Within those thirty days, Counsel for the Parties shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially rejected claim they wish to challenge and the reasons for the challenge.

10.9. Counsel for the Parties shall meet and confer in an effort to resolve any disputes over challenged claims. If the challenges are not withdrawn or resolved, the decision of the Settlement Administrator will be upheld. The date all claims are finalized without any further dispute shall be referred to as the “**Claims Finalization Date.**” If neither counsel for the Parties has challenges to the initial claim determinations reached by the Settlement Administrator, then the Claims Finalization Date shall be the date counsel for the Parties inform each other by email that the Parties do not have any objection to the claims determination made by the Settlement Administrator or the time for informing each other of such challenges has lapsed.

10.10. Within twenty-one days of the Claims Finalization Date, the Settlement Administrator shall provide Counsel for the Parties a spreadsheet setting forth the claim number, claimant name, and claimant address, and totaling the amount to be paid for each claimant under Paragraph 56 above (the “Final Claims List”). Within thirty days of the Claims Finalization Date, the Settlement Administrator shall send a check by First Class U.S. Mail or electronic payment to each Settlement Class Member on the Final Claims List.

11. **Service Award to Named Plaintiffs:** Subject to Court approval, Defendant agrees to pay an award to each Plaintiff separate and apart from any other sums agreed to under Section 4 (“Service Awards”). Class Counsel will seek Service Awards for the Plaintiffs as part of the Motion

for Attorneys' Fees, Costs, and Service Awards. Defendant will not oppose a request for Service Awards that does not exceed \$2,000 per Class Representative, for a maximum total of \$8,000 in Service Awards. These Service Awards were not discussed or negotiated until all other substantive terms for the settlement were finalized and agreed upon.

12. **Attorneys' Fees:** Subject to Court approval, Defendant agrees to pay an award of attorneys' fees and costs separate and apart from any other sums agreed to under Section 4. Class Counsel will seek attorneys' fees and costs as part of the Motion for Attorneys' Fees, Costs and Service Awards. Defendant will not oppose a request for attorneys' fees and costs that does not exceed \$195,000. These attorneys' fees and costs were not discussed or negotiated until all other substantive terms for the settlement were finalized and agreed upon.

13. **Order of Preliminary Approval and Publishing of Notice of Final Approval Hearing:** As soon as practicable after the execution of the Settlement Agreement, Proposed Settlement Class Counsel and counsel for Defendant shall jointly submit this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form substantially similar to **Exhibit C**, requesting, *inter alia*:

- 13.1. Certification of the Settlement Class;
- 13.2. Preliminary approval of the Settlement Class as set forth herein;
- 13.3. Appointment of Proposed Settlement Class Counsel as Settlement Class Counsel;
- 13.4. Appointment of Plaintiffs as Class Representatives;
- 13.5. Approval of the Short Notice to be emailed or mailed to the Settlement Class in a form substantially similar to the one attached as **Exhibit D** to this Settlement Agreement;

- 13.6. Approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit B** to this Settlement Agreement, which, together with the Short Notice, shall include a fair summary of the parties' respective litigation positions, statements that the settlement and notice of settlement are legitimate and that the Settlement Class is eligible to participate in the settlement benefits to the extent Settlement Class Members meet the criteria for each benefit, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Approval Hearing;
- 13.7. Approval of a Claim Form to be used by Settlement Class Members to make a claim in a form substantially similar to the one attached as **Exhibit A** to this Settlement Agreement; and
- 13.8. Appointment of Atticus Administration, LLC as the Settlement Administrator.
14. **Motion for Attorneys' Fees, Costs, and Service Awards and the Approval Hearing**

Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards, which will be filed fourteen (14) days before the deadline for Settlement Class Members to object or exclude themselves from the Settlement.

The Court will conduct the Final Approval Hearing after the Claims Deadline. At the Final Approval Hearing, the Court will consider whether the Settlement, including execution of notice to the Settlement Class and form and manner of the claims administration, is fair, reasonable, and adequate. At least seven days before the Final Approval Hearing, Class Counsel will file a Motion for final approval.

15. **Final Approval and Distribution of Settlement Funds.**

Not later than 30 days after the Effective Date, Defendant will pay all approved Service Awards, Attorneys' Fees and Expenses, Settlement Administration Fees, and the Settlement Payments.

16. **Conditions of Settlement, Effect of Disapproval, Cancellation or Termination**

Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- 16.1. The Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- 16.2. The Judgment has become Final, as defined in Section 3.

If all conditions specified in Sections 17.1 and 17.2 are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Section 17.4 unless Proposed Settlement Class Counsel and Defendant's counsel mutually agree in writing to proceed with the Settlement Agreement.

- 16.3. In the event that the Settlement Agreement or the releases set forth in Sections 17.1 and 17.2 are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated,

nunc pro tunc. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, the Defendant shall be obligated to pay amounts already billed or incurred for Claims Administration.

17. **Miscellaneous Provisions**

- 17.1. The Settling Parties (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.
- 17.2. The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

- 17.3. Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.
- 17.4. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.
- 17.5. The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.
- 17.6. This Settlement Agreement, including all exhibits hereto, contains the entire understanding between the Defendant and Plaintiffs regarding the terms of the settlement, including any payments thereunder, and supersedes all previous negotiations, agreements, commitments, understandings, and writings between the Defendant and Plaintiffs in connection with the settlement. Except as otherwise provided herein, each party shall bear its own costs.

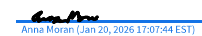
- 17.7. Proposed Settlement Class Counsel, on behalf of the Settlement Class, are expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.
- 17.8. Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.
- 17.9. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.
- 17.10. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall 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 shall consent to the jurisdiction of the Court for this purpose.

- 17.11. As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”
- 17.12. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Ohio, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Ohio.
- 17.13. All dollar amounts are in United States dollars (USD).
- 17.14. If a Settlement Class Member opts to receive settlement benefits via mailed check, cashing the settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: “This check must be cashed within ninety (90) days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until four months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and Defendant shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under Section 4 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days after the Effective Date, requests for re-issuance need not be honored after such checks become void.
- 17.15. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

<u>Grant of Preliminary Approval</u>	
Defendant to Provide Class List	+14 days from Preliminary Approval
Settlement Website activated	+30 days from Preliminary Approval
Notice Date	+30 days from Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives' Service Awards	+90 days from Preliminary Approval
Objection Deadline	+104 days from Preliminary Approval
Opt-Out Deadline	+104 days from Preliminary Approval
Claims Deadline	+120 days from Preliminary Approval
<u>Fairness Hearing</u>	
Motion for Final Approval	Not less than +150 days from Preliminary Approval
<u>Final Approval</u>	
Effective Date	+30 days from Final Approval Order entered (assuming no appeals)
Payment deadline, including payment of Class Representatives' Service Awards; payment of attorneys' fees and costs; and payment of Valid Claims	+30 days from Effective Date

IN WITNESS WHEREOF, the Settling Parties have executed the Agreement:

Plaintiffs:


Anna Moran (Jan 20, 2026 17:07:44 EST)

 Anna Moran

Date: 20/01/2026

 William Bircher

Date: _____

 Shane Littleton

Date: _____

 Stephanie Litzenberg

Date: _____

Defendant:

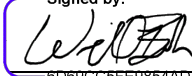
 Ariel Corporation

Date: _____

<u>Grant of Preliminary Approval</u>	
Defendant to Provide Class List	+14 days from Preliminary Approval
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Notice Date	+30 days from Preliminary Approval
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<u>Fairness Hearing</u>	
Motion for Final Approval	Not less than +150 days from Preliminary Approval
	-14 days before Fairness Hearing
<u>Final Approval</u>	
Effective Date	+30 days from Final Approval Order entered (assuming no appeals)
Payment deadline, including payment of Class Representatives’ Service Awards; payment of attorneys’ fees and costs; and payment of Valid Claims	+30 days from Effective Date

IN WITNESS WHEREOF, the Settling Parties have executed the Agreement:

Plaintiffs:

 Anna Moran
Signed by:


 William Bircher

Date: _____

Date: 1/20/2026 | 12:47 PM CST

 Shane Littleton

Date: _____

 Stephanie Litzenberg

Date: _____

Defendant:

 Ariel Corporation

Date: _____

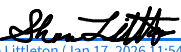
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	Not less than +150 days from Preliminary Approval
Motion for Final Approval	-14 days before Fairness Hearing
<u>Final Approval</u>	
Effective Date	+30 days from Final Approval Order entered (assuming no appeals)
Payment deadline, including payment of Class Representatives’ Service Awards; payment of attorneys’ fees and costs; and payment of Valid Claims	+30 days from Effective Date

IN WITNESS WHEREOF, the Settling Parties have executed the Agreement:

Plaintiffs:

_____ Date: _____
Anna Moran

_____ Date: _____
William Bircher


Shane Littleton (Jan 17, 2026 11:54:36 EST)
_____ Date: Jan 17, 2026
Shane Littleton

_____ Date: _____
Stephanie Litzenberg

Defendant:

_____ Date: _____
Ariel Corporation

<u>Grant of Preliminary Approval</u>	
Defendant to Provide Class List	+14 days from Preliminary Approval
Settlement Website activated	+30 days from Preliminary Approval
Notice Date	+30 days from Preliminary Approval
Class Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representatives’ Service Awards	+90 days from Preliminary Approval
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Claims Deadline	+120 days from Preliminary Approval
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Motion for Final Approval	Not less than +150 days from Preliminary Approval
	-14 days before Fairness Hearing
<u>Final Approval</u>	
Effective Date	+30 days from Final Approval Order entered (assuming no appeals)
Payment deadline, including payment of Class Representatives’ Service Awards; payment of attorneys’ fees and costs; and payment of Valid Claims	+30 days from Effective Date

IN WITNESS WHEREOF, the Settling Parties have executed the Agreement:

Plaintiffs:

_____ Date: _____
 Anna Moran

_____ Date: _____
 William Bircher

_____ Date: _____

Signed by: 
 _____ Date: 1/23/2026 | 11:14 AM CST
422308F3E050460...
 Stephanie Litzenberg

Defendant:

_____ Date: _____
 Ariel Corporation

<u>Grant of Preliminary Approval</u>	
Defendant to Provide Class List	+14 days from Preliminary Approval
Settlement Website activated	+30 days from Preliminary Approval
Notice Date	+30 days from Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives' Service Awards	+90 days from Preliminary Approval
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Motion for Final Approval	-14 days before Fairness Hearing
<u>Final Approval</u>	
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Payment deadline, including payment of Class Representatives' Service Awards; payment of attorneys' fees and costs; and payment of Valid Claims	+30 days from Effective Date

IN WITNESS WHEREOF, the Settling Parties have executed the Agreement:

Plaintiffs:

_____ Date: _____
Anna Moran

_____ Date: _____
William Bircher

_____ Date: _____
Shane Littleton

_____ Date: _____
Stephanie Litzenberg

Defendant:

 Date: 1/22/2026
Ariel Corporation

EXHIBIT

A

CLAIM FORM

Moran, et al. v. Ariel Corporation, Case No. 24NG12-0399
(Knox County Court of Common Pleas, Ohio)

SUBMIT BY -----, 2026

ONLINE AT WWW._____.COM

OR MAIL TO:

Ariel Corporation Settlement Administrator

[Address]

[Address]

[Toll free number]

[info@\[case url\].com](mailto:info@[case url].com)

GENERAL CLAIM FORM INFORMATION

This Claim Form should be filled out online or submitted by mail if your personally identifiable information was potentially affected by a data security incident that occurred in or around June 2024, affecting Ariel Corporation (“Data Incident”).

If you wish to submit a Claim by mail, please provide the information requested below. Please print clearly in blue or black ink. This Claim Form must be mailed and postmarked by **no later than DD,MM, 2026**.

Monetary Compensation

Lost Time: All Members of the Class may submit a Claim for up to four hours of Lost Time at a rate of \$20/hour (\$80 maximum) for time spent in response to the Data Incident, remedying fraud, identity theft, or other alleged misuse of personal information traceable to the Data Incident or spent on preventative and remedial measures to protect personal information traceable to the Data Incident. You may claim Lost Time subject to the aggregate \$500 cap for Ordinary Losses and Lost Time.

I attest that I spent (circle one if applicable) 1 2 3 4 hours

I spent the time claimed above on the following task(s) (check all that apply):

- Monitoring accounts and/or credit
- Communicating with financial institutions
- Replacing credit or debit cards
- Calling customer service lines
- Filling out police reports
- Other: _____

I swear and affirm that I spent the amount of time noted in response to the Data Incident.

Signature

Date

Ordinary Losses: I am submitting a claim for monetary losses in the amount of \$ _____ because of out-of-pocket expenses I incurred as a result of the Data Incident. I understand I am required to provide supporting third-party documentation and to support my claim for out-of-pocket losses, such as providing copies of any receipts, bank statements, or reports supporting my claim. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. The settlement administrator may contact you for additional information before processing your claim. If you do not have information supporting your claim for Ordinary Losses, you likely will not receive compensation for this settlement benefit. Any monetary compensation you may receive under the settlement is capped at \$500 for documented Ordinary Losses and Lost Time.

You may mark out any information that is not relevant to your claim before sending in the documentation.

Description of the unreimbursed, out-of-pocket Ordinary Loss occurred, and the documents attached to support this claim:

Extraordinary Losses: I am submitting a claim for monetary losses in the amount of \$ _____ because of Extraordinary Losses I incurred as a result of the Data Incident. I understand that I am required to provide supporting third-party documentation and to support my claim for out-of-pocket losses, such as providing copies of any receipts, bank statements, or reports supporting my claim. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. The settlement administrator may contact you for additional information before processing your claim. If you do not have information supporting your claim for Extraordinary Losses, you likely will not receive compensation for this settlement benefit. Any

monetary compensation you may receive under the settlement is capped at \$5,000 for documented Extraordinary Losses.

You may mark out any information that is not relevant to your claim before sending in the documentation.

Description of the unreimbursed, out-of-pocket Extraordinary Loss occurred, and the documents attached to support this claim:

Please sign below indicating that you are submitting this Claim for monetary losses and your representations of these losses are true and correct to the best of your knowledge and belief, and are being made under penalty of perjury.

Signature

Date

Alternative Cash Payment

Alternative Cash Payment: As an alternative to seeking reimbursement for Lost Time, Ordinary Losses, or Extraordinary Losses, I am submitting a claim for an alternative cash payment in the form of \$50. If you submit a claim for the alternative cash payment, you cannot submit a claim for Lost Time, Ordinary Losses, or Extraordinary Losses. You can submit a claim for Credit Monitoring.

Please sign below indicating that you are submitting this Claim for an alternative cash payment.

Signature

Date

Credit Monitoring

Members of the Settlement Class are eligible for two years of three-bureau credit monitoring

_____ By initialing here, I certify I am a Member of the Settlement Class (defined as: all individuals to whom Ariel Corporation sent notice of the Data Incident) and I request the free two

years of credit monitoring services that includes \$1,000,000 in fraud insurance and is available in addition to any monetary compensation.

Claimant Information

Full Name of Class Member

Unique Identifier

(Can be found on the postcard or Email Notice you received informing you about this Settlement. If you need additional help locating this ID, please contact the Settlement Administrator.)

Street/P.O. Box

City

State

Zip Code

Phone Number

Email Address

I swear and affirm under the laws of my state of residence that the information I have supplied in this Claim Form is true and correct to the best of my knowledge, and that I execute under the penalty of perjury for willfully false and untruthful statements.

Signature

PLEASE MAKE SURE YOUR CLAIM FORM IS COMPLETE, SIGNED, AND INCLUDES DOCUMENTATION TO SUPPORT ANY MONETARY LOSSES BEING CLAIMED.

THE CLAIM FORM MUST BE POSTMARKED FOR MAIL OR SUBMITTED ONLINE ON OR BEFORE [90 Days From Mailing - Insert].

EXHIBIT

B

**COURT OF COMMON PLEAS
KNOX COUNTY, OHIO
GENERAL DIVISION**

ANNA MORAN, *et al*, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

ARIEL CORPORATION,

Defendant.

Case No. 24NG12-0399

Judge Richard Wetzel, Jr.

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
FOR PERSONS WHOSE INFORMATION WAS ALLEGEDLY
ACCESSED IN A DATA INCIDENT DETECTED BY
THE ARIEL CORPORATION ON OR ABOUT JUNE 2024**

**All persons whose Private Information potentially was compromised as a result of the Data
Incident Ariel Corporation discovered on or about June 2024,
may benefit from this class action settlement.**

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

**THIS IS A NOTICE OF A SETTLEMENT OF A CLASS ACTION LAWSUIT.
THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.**

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS ARE AFFECTED EVEN IF YOU DO NOTHING.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM BY _____, 2026	If you submit a Claim Form by _____, 2026, your Claim Form will be considered for two years of free credit monitoring and identify restoration services and, if requested, monetary recovery.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY _____, 2026	You will receive no benefits, but you will retain your legal claims against the Defendant.
OBJECT BY _____, 2026	Write to the Class Counsel and/or the Court about why you do, or do not, like the settlement. You must remain in the Settlement Class to object to the Settlement.
GO TO A HEARING ON _____, 2026	Ask to speak in Court about the fairness of the settlement.

1. What is this notice?

This is a court-authorized notice of a proposed settlement (the “Settlement”) in a class action lawsuit, *Moran, et al. v. Ariel Corporation*, Case No. 24NG12-0399, pending in the Court of Common Pleas of Knox County, Ohio (the “Court”). The Settlement would resolve the lawsuit brought on behalf of persons who allege that their information was impacted by the data security incident first discovered by Defendant Ariel Corporation (“Ariel” or “Defendant”) on or about June 2024 (the “Data Incident”). The Court has granted preliminary approval of the Settlement Agreement and has conditionally certified the Settlement Class for purposes of settlement only. This notice explains the nature of the class action lawsuit, the terms of the Settlement Agreement, and the legal rights and obligations of members of the Settlement Class. Please read the instructions and explanations below so that you can better understand your legal rights.

2. Why did I get this notice?

You are receiving this notice because you were identified by Ariel Corporation as a person whose information may have been accessed without authorization by an unknown individual in or around June 2024.

3. What is this lawsuit about?

Between June 20 and June 27, 2024, a data security incident occurred on Ariel Corporation's information systems, which resulted in the Data Incident that exposed the personally identifiable information of its current and former employees, among others. In November 2024, Ariel Corporation provided notice to individuals whose personal information may have been impacted. The Lawsuit alleges Ariel Corporation failed to adequately protect the information of the potentially affected individuals, and asserts various claims, including negligence/negligence *per se*; breach of implied contract; breach of bailment; and invasion of privacy. Ariel Corporation contests these claims and denies any wrongdoing.

4. Why is this a class action?

A class action is a lawsuit in which an individual called a "Class Representative" brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a "Class" or "Class Members." When a Class Action is settled, the settlement, which must be approved by the court, resolves the issues for all Class Members, except for those who exclude themselves from the settlement.

5. Why is there a settlement?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties reached a settlement that resolves all claims by the Settlement Class related to the Data Incident. If approved by the Court, the Settlement Agreement requires Ariel Corporation to provide, at no cost to Class members, credit monitoring services, and compensation to certain Class Members who submit a valid Claim Form. The Settlement is not an admission of wrongdoing by Ariel Corporation and does not imply there has been, or would be, any finding Ariel Corporation violated the law.

The Court already has preliminarily approved the Settlement Agreement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement Agreement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this notice and the opportunity to exclude themselves from the Settlement Class, and to voice their support or opposition to final approval of the Settlement Agreement. If the Court does not give final approval to the Settlement Agreement, or if it is terminated by the Parties, the Settlement Agreement will be void, and the Lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

6. How do I know if I am a part of the settlement?

You are a member of the Settlement Class if you were sent a Notice of Data Incident because your Personal Information was maintained on Ariel Corporation's system.

YOUR BENEFITS UNDER THE SETTLEMENT

7. What can I get from the settlement?

All Settlement Class Members are eligible to claim two years of free three-bureau credit monitoring with \$1,000,000 in fraud insurance. In addition, Class Members can also receive monetary relief including: (1) compensation for Ordinary Losses and Lost Time up to \$500 per claimant, including compensation at \$20 per hour for up to four hours for Lost Time; (2) reimbursement for documented Extraordinary Losses up to \$5,000 per claimant; *or* (3) an alternative cash payment in the form of \$50 per claimant.

8. When will I receive these benefits?

If you submit a Claim for credit monitoring, you will receive this benefit after the Court enters a Final Approval Order and the time for any appeals has expired. If you submit a Claim for monetary recovery, you will receive payment in the amount approved by the Settlement Administrator after your Claim is processed, after the Court enters a Final Approval Order, and after the time for any appeals has expired.

9. I want to be a part of the settlement. What do I do?

For Credit Monitoring: You may claim credit monitoring by submitting the tear-off panel of the Postcard Notice mailed to you. You can also submit your claim online or by mail. Each Settlement Class Member who submits a claim that is approved shall receive two years of free credit monitoring that includes \$1,000,000 of identity theft insurance per Class Member and is in addition to any free credit monitoring services previously provided by Ariel Corporation following the Data Incident. Credit Monitoring may be claimed in addition to monetary compensation.

For Claims for Monetary Recovery: To submit a claim for the \$50 Alternative Cash Payment, you may use the tear-off panel of the Postcard Notice mailed to you. You can also submit your \$50 Alternative Cash Payment Claim online or by mail.

For all other forms of Monetary Recovery (including Ordinary Losses, Lost Time and Extraordinary Losses), you must submit your claim online or by using the Claim Form found on the Settlement Website, along with the requisite documentation and attestations.

By order of: Hon. Richard Wetzel Jr., Knox County Court of Common Pleas

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QUESTIONS? VISIT [\[INSERT WEBSITE\]](#)

You must submit any Claims by [REDACTED], 2026. Each Class Member may only submit one claim form.

10. Payments for the Class Members Seeking Ordinary Losses and Lost Time, or Extraordinary Loss Compensation.

Class Members are eligible to submit claims of up to \$500 (in total per Class Member) for the following categories of Ordinary Losses:

- Costs associated with obtaining credit reports;
- Costs associated with purchasing credit monitoring and identity theft insurance products for the period after the expiration of the credit monitoring and identity theft insurance coverage offered at the time of notice;
- Credit monitoring costs incurred on or after June 20, 2024, through seven days after the Court approved notice of settlement is sent to the Settlement Class;
- Long distance telephone charges;
- Cell phone voice charges or data charges (if charged by the minute or the amount of data usage);
- Miscellaneous expenses such as notary, fax, postage, copying and mileage;
- Unreimbursed bank fees;
- Unreimbursed card reissuance fees;
- Unreimbursed overdraft fees;
- Unreimbursed charges related to unavailability of funds;
- Unreimbursed late fees;
- Unreimbursed over-limit fees;
- Unreimbursed charges from banks or credit card companies.

Class Members are eligible to claim reimbursement of up to four hours of lost time spent remedying issues related to the Data Incident (at \$20 per hour) for time spent remedying fraud, identity theft, or other alleged misuse of Personal Information traceable to the Data Incident or spent on preventative and remedial measures to protect Personal Information that are traceable to the Data Incident. Claims for lost time must be supported by an attestation setting forth the amount of time spent dealing with the Data Incident. Lost Time reimbursement is subject to the \$500 aggregate cap for Ordinary Losses and Lost Time.

Class Members are eligible to claim up to \$5,000 for documented extraordinary damages of an extraordinary nature such as one of the following categories: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented

unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations.

To claim Extraordinary Losses, the Settlement Class Member must attest under penalty of perjury that he/she believes that each claimed loss or expense was incurred as a result of the Data Incident and provide reasonable documentation of the out-of-pocket losses claimed.

- (a) Settlement Class Members submitting a claim for out-of-pocket expenses or losses will be required to show the following: The loss is an actual, documented and unreimbursed monetary loss caused by (i) injurious misuse of a Settlement Class Member's personally identifiable information ("PII") or (ii) fraud associated with a Settlement Class Member's PII;
- (b) The loss noted in (a)(i) or (a)(ii) was more likely than not caused by the Data Incident;
- (c) The loss occurred between June 27, 2024 and seven days after the Court approved notice of settlement is sent to the Settlement Class; and
- (d) The loss is not already covered by the ordinary loss/lost time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the Settlement Class Member's identity protection services or identity theft insurance, if any such services/insurance applies.

Reasonable documentation must be submitted with all Claims showing that the Ordinary Losses, Lost Time, and/or Extraordinary Losses were caused by, or are fairly traceable to, the Data Incident. More details are provided in the Settlement Agreement, which is available at www._____.com.

In the alternative, Class Members may claim a \$50 cash payment, payable per claimant.

11. If I'm eligible for expense of loss reimbursement, when will I be paid?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement Agreement, so please be patient. However, if the Court gives final approval to the Settlement, eligible Settlement Class Members will be paid as soon as possible after the Court order becomes final. If there is an appeal of the Settlement, payment may be delayed. If there are updates about the case, they will be posted on www._____.com, or contact the Settlement Administrator or Class Counsel at the information provided below.

12. What am I giving up if I remain in the settlement?

By staying in the Class, all the Court's orders will apply to you, and you will give Defendant a "release." A release means you cannot sue or be part of any other lawsuit against Defendant about the claims or issues in this lawsuit with respect to the unauthorized access of your information stored in Defendant's system on or about June 2024.

The precise terms of the release are in the Settlement Agreement, which is available on the Settlement Website. Unless you formally exclude yourself from this Settlement, you will release your claims. To the extent applicable, each releasor is given the opportunity to read and review the following provision of California Civil Code Section 1542:

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.

Your release, called the "Released Claims" in the Settlement Agreement, shall apply according to its terms, regardless of any provision of law or legal authority similar to California Civil Code Section 1542 identified above.

The precise terms of the release are in the Settlement Agreement, which is available on the Settlement Website. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions about the Released Claims, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

13. How much will the Class Representative receive?

The Class Representatives will seek a payment of \$2,000 each for their services to the Settlement Class Members. This payment is subject to the Court's Approval and is not included in the amount available to Settlement Class Members.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to remain in the settlement, but you want to keep your legal claims against Defendant, then you must take steps to exclude yourself from this settlement.

14. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail stating that you want to be excluded from *Moran, et al. v. Ariel Corporation*, Case No. 24NG12-0399 (Knox County, Ohio). Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request so that it is postmarked **no later than** [REDACTED] 2026, to:

[INSERT SETTLEMENT ADMIN ADDRESS/INFO]

15. If I exclude myself, do I still receive benefits from this settlement?

No, you will not receive anything resulting from the settlement, but you will have the right to sue Defendant over the claims raised in this case, either on your own or as a part of a different lawsuit. If you exclude yourself, the time you have in which to file your own lawsuit (called the “statute of limitations”) will begin to run again. You will have the same amount of time to file the suit that you had when this case was filed.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed the law firms of Markovits, Stock & DeMarco, LLC and [REDACTED] to serve as Class Counsel. You will not be charged for these lawyers and if you want to be represented by your own lawyer, you may hire one at your own expense.

Terence R. Coates
Markovits, Stock & DeMarco, LLC
119 E. Court Street, Suite 530
Cincinnati, OH 45202
Phone: (513) 651-3700
tcoates@msdlegal.com

Raina Borrelli
Strauss Borrelli PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
Phone: (872) 263-1100
raina@straussborrelli.com

By order of: Hon. Richard Wetzel Jr., Knox County Court of Common Pleas
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QUESTIONS? VISIT [REDACTED]

Grayson Wells
Stranch, Jennings & Garvey, PLLC
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
Phone: (615) 254-8801
gwells@stranchlaw.com

Jeff Ostrow
Kopelowitz Ostrow, P.A.
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301
Phone: (954) 332-4200
ostrow@kolawyers.com

17. How will the lawyers be paid?

Class Counsel will be paid reasonable attorneys' fees and expenses up to \$195,000, subject to court approval.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

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

If you are a Class member, you can object to the Settlement and the Court will consider your views. To object to the Settlement, you must provide a written objection (such as a letter or legal brief) stating that you object and the reasons why you think the Court should not approve the Settlement. Your objection should include: (i) the objector's full name and address; (ii) the case name and docket number: *Moran, et al. v. Ariel Corporation*, Case No. 24NG12-0399 (Knox County, Ohio), (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

To be timely, written notice of an objection in the appropriate form must be: mailed, with a postmark date no later than the Objection Date, to the Settlement Administrator at **[INSERT**

ADDRESS]. For all objections mailed to the Settlement Administrator, Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

THE FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement. You may attend if you wish, but you are not required to do so.

19. Where and when is the final approval hearing?

The Court has already given preliminary approval to the Settlement Agreement. A final hearing on the settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement Agreement.

The Court will hold a hearing on [REDACTED], 2026 at [REDACTED].m. in the courtroom of the Honorable Richard Wetzel Jr., Court of Common Pleas in Knox County, Ohio. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable, and adequate and in the best interests of the Class and to determine the appropriate amount of compensation for Class Counsel and rule on the request for service awards for the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. After the hearing, the Court will decide whether to approve the Settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT. The hearing may be postponed to a later date without notice.

GETTING MORE INFORMATION – CONTACT:

This Notice only provides a summary of the proposed Settlement. Complete details about the Settlement can be found in the Settlement Agreement available on the Settlement Website.

[www.\[REDACTED\].com](http://www.[REDACTED].com)

If you have any questions, you can contact the Settlement Administrator or Class Counsel at the numbers or email addresses set forth above. In addition to the documents available on the Settlement Website, all pleadings and documents filed in court may be reviewed or copied, at your expense, in the Office of the Clerk.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR TO THE JUDGE.

They are not permitted to answer your questions.

EXHIBIT

C

**COURT OF COMMON PLEAS
KNOX COUNTY, OHIO
GENERAL DIVISION**

*ANNA MORAN, et al, individually and
on behalf of all others similarly situated,*

Plaintiffs,

v.

ARIEL CORPORATION,

Defendant.

Case No. 24NG12-0399

Judge Richard Wetzel, Jr.

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Before this Court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”). The Court has reviewed the Motion and Settlement Agreement between Plaintiffs and Defendant Ariel Corporation. Accordingly, this Court grants the Motion and preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement, including the proposed notice plan and forms of notice to the Settlement Class, the appointment of Plaintiffs Anna Moran, William Bircher, Shane Littleton, and Stephanie Litzenberg as the Class Representatives, the appointment of Terence R. Coates of Markovits Stock & DeMarco, LLC; Raina Borrelli of Strauss Borrelli PLLC, Grayson Wells of Stranch, Jennings & Garvey, PLLC; and Jeff Ostrow of Kopelowitz Ostrow, P.A. as Class Counsel, the approval of Atticus Administration, LLC as the Settlement Administrator, the various forms of class relief provided under the terms of the settlement and the proposed method of distribution of settlement benefits, are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

2. The Court does hereby preliminarily and conditionally approve, for settlement

purposes, the following Class:

Settlement Class: All individuals to whom Defendant sent notice of the Data Incident.

3. Based on the information provided and for purposes of settlement: the Settlement Class is ascertainable; it consists of roughly 12,650 persons satisfying numerosity; there are common questions of law and fact including whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information compromised in the Data Incident, satisfying commonality; the proposed Class Representatives' claims are typical in that they are members of the Settlement Class and allege they have been damaged by the same conduct as the other members of the Settlement Class, satisfying typicality; the proposed Class Representatives and Class Counsel will fully, fairly, and adequately protect the interests of the Class, satisfying adequacy of representation; questions of law and fact common to members of the Class predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

4. The Court appoints Plaintiffs Anna Moran, William Bircher, Shane Littleton, and Stephanie Litzenberg as the Class Representatives.

5. The Court appoints Terence R. Coates of Markovits, Stock & DeMarco, LLC; Raina Borrelli of Strauss Borrelli PLLC, Grayson Wells of Stranch, Jennings & Garvey, PLLC; and Jeff Ostrow of Kopelowitz Ostrow, P.A. as Class Counsel for the Class.

6. The Court appoints Atticus Administration, LLC as the Settlement Administrator.

7. A Final Approval Hearing shall be held before the Court on _____ at _____ .m. for the following purposes:

a. To determine whether the proposed Settlement is fair, reasonable, and adequate to

the Settlement Class and should be approved by the Court;

- b. To determine whether to grant Final Approval, as defined in the Settlement Agreement;
- c. To determine whether the notice plan as implemented was appropriate;
- d. To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;
- e. To determine whether the requested Class Representative Service Awards of \$2,000 each to Representative Plaintiffs and Class Counsel's combined attorneys' fees, litigation costs and expenses in the amount of \$195,000.00 should be approved by the Court;
- f. To determine whether the Settlement benefits are fair, reasonable, and adequate; and,
- g. To rule upon such other matters as the Court may deem appropriate.

8. The Court approves, as to the form and content, the Class Notice (including the Claim Form). Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing the notices substantially in the form as noted in the Settlement Agreement and finds that such notice plan meets the requirements of Civ.R. 23 and due process, and is the best notice practicable under the circumstances, and shall constitute due and efficient notice to all persons or entities entitled to notice.

9. The Court preliminarily approves the following Timeline for the purposes of conducting the notice plan, settlement administration, claims processing, and other execution of the proposed Settlement:

<u>Grant of Preliminary Approval</u>	
Defendant to Provide Class List	+14 days from Preliminary Approval

Settlement Website activated	+30 days from Preliminary Approval
Notice Date	+30 days from Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives' Service Awards	+90 days from Preliminary Approval
Objection Deadline	+104 days from Preliminary Approval
Opt-Out Deadline	+104 days from Preliminary Approval
Claims Deadline	+120 days from Preliminary Approval
<u>Final Approval Hearing</u>	_____ DATE (not less than +150 days from Preliminary Approval)
Motion for Final Approval	-14 days before Fairness Hearing

10. To be a timely claim under the Settlement, a Claim Form must be either submitted or received by the Settlement Administrator no later than 120 days after the Preliminary Approval Date. Class Counsel and the Settlement Administrator will ensure that all specific dates and deadlines are added to the Class Notice and posted on the Settlement Website after this Court enters this Order in accordance with the timeline, above, keyed off the grant of this Order.

11. Additionally, all requests to opt out or object to the proposed Settlement must be received no later than 104 days after the date of Preliminary Approval. Any request to opt out of the Settlement must clearly indicate an intent not to participate in the settlement or be bound by this Agreement) to the designated Post Office box established by Atticus Administration, LLC. Opt-Out notices shall not be rejected simply because they were inadvertently sent to the Court or Class Counsel so long as they are timely postmarked or received by the Court or Defendant's Counsel. Members of the Class who seek to Opt-Out shall receive no benefit or compensation under this Agreement.

12. Class Members may submit an objection to the proposed Settlement under Ohio Rule of Civil Procedure 23(E)(5). For an Objection to be valid, it must be submitted to the Settlement Administrator postmarked and mailed to the designated Post Office box established by

the Settlement Administrator within 104 days of Preliminary Approval and include each and all of the following:

- a. the objector's full name and address;
- b. the case name and docket number;
- c. information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member);
- d. a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- e. the identity of counsel representing the objector in connection with the objection;
- f. a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and
- g. the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

Any Objection failing to include the requirements expressed above will be deemed to be invalid.

13. All persons in the Settlement Class shall be bound by all determinations and Judgments in this Action concerning the Settlement, including, but not limited to, the release of the Released Claims, including Unknown Claims, provided for in the Settlement Agreement, whether favorable or unfavorable, except those persons who timely and validly requested

exclusion from the Settlement Class. The persons and entities who timely and validly requested exclusion from the Settlement Class will be excluded from the Settlement Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claim Forms, and shall not be bound by the Settlement Agreement or any Final Approval Order and Judgment as to Defendant in this Action.

14. Pending final determination of whether the Settlement Agreement should be approved, Plaintiffs and the Settlement Class are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims, including Unknown Claims against Defendant.

15. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Settlement Class and retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to the Settlement Class.

IT IS SO ORDERED.

Judge Richard Wetzel, Jr.
Knox County Court of Common Pleas

EXHIBIT

D

<Mailing Caption>

c/o Settlement Administrator
P.O. Box XXXX
Philadelphia, PA 19101-8517

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

NOTICE OF CLASS ACTION
SETTLEMENT

If you were employed by Ariel Corporation or gave your personal information to Ariel, you may be entitled to submit a claim for monetary compensation and credit monitoring

www.<WEBSITE>.com

<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

WHO IS A CLASS MEMBER?

In the lawsuit *Moran, et al. v. Ariel Corporation*, No. 24NG12-0399 (Knox Cty. Ohio Court of Common Pleas), you are a Settlement Class member if your Personal Information was compromised in the Data Incident suffered by Ariel Corporation and first announced in November 2024 (“Settlement Class”).

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?

Settlement Class Members who timely submit a valid Claim may receive compensation for time spent responding to the Data Incident at \$20 an hour capped at 4 hours (\$80) and compensation for qualified ordinary losses incurred because of the Data Incident with documentation, not to exceed an aggregate total of \$500. In addition, Settlement Class Members may receive compensation for documented extraordinary losses up to \$5,000. Alternatively, Settlement Class Members may claim a \$50 cash payment. All are eligible to receive, at no cost, two years of three-bureau credit monitoring with at least \$1,000,000 in credit and identity fraud insurance regardless of which form of monetary compensation, if any, is claimed.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To qualify for a settlement payment and/or extended credit monitoring, you must timely mail a Claim Form that is attached to this notice or timely complete and submit a Claim Form online at www._____.com (“Settlement Website”). Your Claim Form must be postmarked or submitted online no later than [_____, 2026](#).

to the Settlement Administrator.
Pre-Register: You may visit the Settlement Website at www._____.com to pre-register for Credit Monitoring.

Opt Out. You may exclude yourself from the settlement and retain your ability to sue Ariel on your own by mailing a written request for exclusion to the Settlement Administrator that is post marked no later than [_____, 2026](#). If you do not exclude yourself, you will be bound by the settlement and give up your right to sue regarding the settled claims. The Settlement Website provides the mailing address.

Object. If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than [_____, 2026](#), and provide the reasons for the objection. Please visit the Settlement Website for details.

Do Nothing. If you do nothing, you will not receive a Settlement Payment and will lose the right to sue regarding the settled claims. You will be bound by the Court’s decisions.

Final Approval Hearing. The Court will hold a **Final Approval Hearing on [_____, 2026](#) at [\[time\]](#)** to determine if the settlement is fair, reasonable, and adequate. All persons who timely object to the settlement by [_____, 2026](#) may appear at the hearing.

Who is the class representative? Plaintiffs Anna Moran, William Bircher, Shane Littleton, and Stephanie Litzenberg are the Plaintiffs and Class Representatives in this lawsuit. They have remained engaged in representing the Settlement Class’s interests during this litigation and reviewed and approved the terms of the proposed settlement.

Who are the attorneys for the plaintiffs and the proposed class? Class Counsel are Terence R. Coates of Markovits, Stock & De Marco, LLC, 119 E. Court Street, Suite 530, Cincinnati, OH 45202; Raina Borrelli of Straus Borrelli PLLC, 980 N. Michigan Ave., Suite 1610, Chicago IL 60611; Grayson Wells of Stranch, Jennings & Garvey, PLLC, 223 Rosa L. Parks Ave., Suite 200, Nashville, TN 37203; and Jeff Ostrow of Kopelowitz Ostrow, P.A., 1 W. Las Olas Blvd., Suite 500, Fort Lauderdale, FL 33301. These attorneys have decades of experience handling class action lawsuits and are well known and respected by courts and counsel throughout the United States for handling data breach class actions.

Do I have any obligation to pay attorneys’ fees or expenses? No. Attorneys’ fees and expenses will be paid exclusively by the Defendant as awarded and approved by the Court. The attorneys’ fees and expenses will be in an amount not to exceed \$195,000. The motion for attorneys’ fees and expenses will be posted on the Settlement Website after it is filed with the Court. Settlement Class Members may object to the motion as part of the objection process described above.

Who is the Judge overseeing this settlement? Judge Richard Wetzel Jr., Knox County Ohio Court of Common Pleas.

Where may I locate a copy of the settlement agreement, learn more about the case, or find more information about submitting a Claim? www._____.com.

*** Please note that if you wish to submit a claim for compensation for ordinary losses, lost time, or extraordinary losses, you will need to submit your claim online so that you can attach all information necessary to support your request. If you wish to receive the alternative cash payment and/or credit monitoring, the attached tear off claim form should suffice. A longer version of the Claim Form may be accessed on the Settlement Website.

This Notice is a summary of the proposed settlement.

BRM
Postage

Moran v. Ariel Corporation
c/o Settlement Administrator
P.O. Box XXXX
Philadelphia, PA 19101-8517

< < B a r c o d e > > Class

Member ID: <<Refnum>>

CLAIM FORM

To submit a claim for Credit Monitoring and/or an Alternative Cash Payment, please complete the **below form**, sign, and mail this portion of the postcard to the Settlement Administrator **by no later than [redacted] 2026**. Please complete the claim form for each category of benefits that you would like to claim. **You may claim one or both options.**

Note: Claims for Lost Time, Ordinary Losses, and Extraordinary Losses require either a separate attestation or supporting documentation and therefore must be submitted online at www.SettlementWebsite.com or mailed to the Settlement Administrator with a separate Claim Form.

Contact Information (Please fill in completely.)

Name: _____ Email Address: _____

Address : _____

City, State, Zip Code: _____

Credit Monitoring

To receive the credit monitoring and identity theft protection plan offered as part of the settlement, please check the box below:

I would like to claim two (2) years of credit monitoring and identity theft protection at no cost to me.

Alternative Cash Payment

Would you like to receive a \$50 alternative cash payment?

Yes

No

SIGN AND DATE YOUR CLAIM FORM

I declare under penalty of perjury that the information supplied in this claim form is true and correct. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information.

Signature: _____

Date (mm/dd/yyyy): _____ Print Name: _____

The deadline to submit this form is [redacted], 2026

Questions? Visit www.SettlementWebsite.com or call () [redacted]

EXHIBIT

2

**COURT OF COMMON PLEAS
KNOX COUNTY, OHIO
GENERAL DIVISION**

*ANNA MORAN, et al., individually and
on behalf of all others similarly situated,*

Plaintiffs,

v.

ARIEL CORPORATION,

Defendant.

Case No. 24NG12-0399

Judge Richard Wetzel, Jr.

**AFFIDAVIT OF TERENCE R. COATES
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL**

I, Terence R. Coates, being first duly sworn and cautioned, depose and state as follows:

1. I am the managing partner of the law firm Markovits, Stock & DeMarco, LLC (“MSD”) and have held this position from January 1, 2016, to the present. I, along with Raina Borrelli of Strauss Borrelli PLLC, Grayson Wells of Stranch, Jennings & Garvey, PLLC, and Jeff Ostrow of Kopelowitz Ostrow, P.A, are Proposed Class Counsel in this Action representing Plaintiffs Anna Moran, William Bircher, Shane Littleton, and Stephanie Litzenberg (“Plaintiffs”) and the proposed Class. I have monitored my firm’s participation in this matter. The contents of this Affidavit are based upon my own personal knowledge, the events of this litigation, and my review of my firm’s business records and information which are maintained on a routine basis.

2. My firm has been centrally involved in all aspects of this litigation from the initial investigation to the present. I have been the primary point of contact for Plaintiffs and Plaintiffs’ counsel with counsel for Defendant Ariel Corporation (“Defendant”). Counsel for the Parties are each experienced in complex and class action litigation. Proposed Class Counsel undertook this matter on a contingency fee basis with the risk of achieving no recovery at all. Additionally, Proposed Class Counsel have incurred reasonable litigation expenses that remain unreimbursed.

3. I have been practicing law since 2009 and have extensive experience handling complex class action cases. I am currently the President-Elect of the Cincinnati Bar Association's Board of Trustees and the Executive Director of the Potter Stewart Inn of Court. I am a frequent speaker for the plaintiffs' perspective on recent trends in data privacy class action cases having participated as a panel speaker The Sedona Conference Working Group 11 Midyear Meeting 2022 on *Emerging issues in privacy and cybersecurity class action litigation* in Cleveland, Ohio, on November 3, 2022; Trial Lawyers of Mass Tort's conference in Big Sky, Montana in March 2023; the NetDiligence cybersecurity summit in Ft. Lauderdale, Florida in February 2023; the Beazley Insurance national conference in Ft. Lauderdale, Florida in March 2023; the JAMS roundtable for selecting mediators in September 2023; Trial Lawyers of Mass Tort's conference in Cabo, Mexico in December 2023; Class Action Money & Ethics Conference in New York, New York, in May 2024, and the HarrisMartin Conference in Nashville, Tennessee in September 2024 (*Data Privacy Cases are Much More Than Data Breach*). I have also participated as a member of proposed Class Counsel in over 70 data breach and data privacy cases pending around the country, including serving as co-lead counsel or proposed Class Counsel in *In re Advocate Aurora Health Pixel Litigation*, No. 22-CV-1253 (E.D. Wis.) (class counsel for a \$12.225 million data privacy class action settlement); *Tracy v. Elekta, Inc.*, No. 1:21-cv-2851 (N.D.Ga.) (class counsel in \$8,900,000 data privacy class action settlement); *Sherwood v. Horizon Actuarial Services, LLC*, No. 1:22-cv-1495 (N.D.Ga) (class counsel for an \$8,733,446.36 data breach class action settlement); *In re Novant Health, Inc.*, No. 1:22-CV-00697 (M.D.N.C.) (member of plaintiffs' counsel in a \$6,660,000 million data privacy class action settlement); *Durgan v. U-Haul Int'l Inc.*, No. 2:22-cv-01565 (D.Ariz.) (class counsel for \$5,085,000 data breach class action settlement); *Owens v. U.S. Radiology Specialist, Inc.*, No. 22 CVS 17797 (Mecklenburg Cnty.Super.Ct., N.C.) (class

counsel for \$5,050,000 data breach class action settlement); *Phillips v. Bay Bridge Administrators, LLC*, No. 23-cv-00022 (W.D.Tex.) (class counsel for a \$2,516,890 data breach class action settlement).

4. Courts have recognized me and my firm as experienced in handling complex cases including class actions. *Shy v. Navistar Int'l Corp.*, No. 3:92-CV-00333, 2022 WL 2125574, at *4 (S.D. Ohio June 13, 2022) (“Class Counsel, the law firm Markovits, Stock & DeMarco, LLC, are qualified and are known within this District for handling complex cases including class action cases such as this one.”); *Bechtel v. Fitness Equip. Servs., LLC*, 339 F.R.D. 462, 480 (S.D. Ohio 2021) (“plaintiffs’ attorneys have appeared in this Court many times and have substantial experience litigating class actions and other complex matters.”); *Schellhorn v. Timios, Inc.*, No. 2:221-cv-08661, 2022 WL 4596582, at *4 (C.D. Cal. May 10, 2022) (noting that Class Counsel, including “Terence R. Coates of Markovits, Stock & DeMarco, LLC, have extensive experience litigating consumer protection class actions”); *Bedont v. Horizon Actuarial Services, LLC*, No. 1:22-CV-01565, 2022 WL 3702117, at *2 (N.D. Ga. May 12, 2022) (noting that class counsel, including Mr. Coates, “are well qualified to serve as Interim Co-Lead Class Counsel and that they will fairly, adequately, responsibly, and efficiently represent all Plaintiffs in the Cases in that role.”).

5. Class Counsel have represented plaintiffs in over 100 data privacy class action cases across the country. This experience and background permitted Class Counsel to efficiently litigate this matter on behalf of Plaintiffs and the Class.

INVOLVEMENT IN THIS ACTION

6. As Counsel for Plaintiffs in this litigation, I have been intimately involved in all aspects of the case, including:

- a. Managing this litigation on behalf of the Plaintiffs and communicating with Defendant's counsel;
 - b. Working with Defendant's counsel to negotiate the terms of the Settlement Agreement, including the content of the Class Notice;
 - c. Overseeing my firm's handling of this Action;
 - d. Drafting and reviewing all relevant filings on behalf of Plaintiffs and the Class, including not limited to, the Amended Complaint, the Settlement Agreement and its exhibits, and the Motion for Preliminary Approval;
 - e. Selecting and managing the proposed Settlement Administrator, Atticus Administration, LLC ("Settlement Administrator");
 - f. Working with the Settlement Administrator, to prepare and finalize the content of the notice program materials;
 - g. Developing and implementing case strategy; and,
 - h. Working with co-counsel to efficiently divide tasks to be performed for the benefit of the Class.
7. Because this litigation and settlement process remains on-going, I anticipate that my future involvement implementing the settlement will include the following tasks:
- a. Drafting additional filings related to the proposed request for final approval;
 - b. Reviewing and responding to any objections;
 - c. Overseeing and managing the ongoing notice program;
 - d. Overseeing and managing the claims process;
 - e. Preparing for and attending the Final Approval Hearing;
 - f. Interacting and corresponding with Defendant's counsel;

- g. Responding to class member inquiries; and,
- h. Overseeing the distribution of settlement payments to class members submitting Valid Claims.

PLAINTIFFS' DUE DILIGENCE AND NEGOTIATIONS

8. In pursuit of a resolution in this case, the Parties exchanged informal discovery and engaged settlement negotiation while Defendant's motion to dismiss was still pending. This allowed the Parties to evaluate the merits and facts of the case and weigh them against the benefit of a relatively early resolution to this dispute.

9. Through many hours of hard fought and arms'-length negotiation, Class Counsel negotiated the terms of the Settlement Agreement and believe the Settlement to be fair, reasonable, and adequate and in Plaintiffs' and the Class's best interests.

THE NOTICE PLAN

10. The proposed notice plan is adequate under the circumstances. The Class Notice will be mailed directly to potential Class Members and the Settlement Website will provide an online platform for potential Class Members to access important case information and documents, such as the Settlement Agreement Class Notice, and to potentially submit Claims Forms.

11. The Class Notice will be issued to all of the roughly 12,650 Class Members.

SETTLEMENT BENEFITS

12. All Class Members will receive two free years of three-bureau credit monitoring services. At a conservative retail value of \$90 per Settlement Class member per year, this benefit has a value of \$180 per Settlement Class Member with there being two years of credit monitoring made available under the Settlement. With there being 12,650 Class Members, the credit monitoring component of this Settlement has a retail value of over \$2 million (\$2,277,000).

13. Defendant will also make monetary relief available to Settlement Class Members. By submitting claims via the website or the mailed Claim Form, Settlement Class Members may elect to receive compensation for any out-of-pocket losses, lost time, or extraordinary losses related to the Data Incident, or, alternatively, a flat cash payment. These monetary benefits are divided into two options. The first is a \$50 Alternative Cash Payment. The second allows Settlement Class Members to claim up to \$500 in reimbursement for documented Ordinary Losses; up to \$80 for reimbursement of Lost Time (up to 4 hours at a rate of \$20 per hour, subject to the \$500 aggregate cap for Ordinary Losses and Lost Time); and up to \$5,000 for documented Extraordinary Losses fairly traceable to the Data Incident.

14. The value of the \$50 Alternative Cash Payment made available to the 12,650 Class Members is \$632,500.

PLAINTIFFS' EFFORTS IN THIS ACTION

15. Plaintiffs have been attentive to this litigation and thorough advocates for the Class. They reviewed the complaint and reviewed the terms of the proposed Settlement Agreement several times. As indicated in the Settlement Agreement, Plaintiffs believe the terms of the proposed Settlement are fair, reasonable, and adequate and in the best interests of the Class.

16. Class Counsel and the Plaintiffs opine that the proposed Settlement is fair, reasonable and adequate, and that it provides substantial, immediate benefits to all Class Members.

FURTHER AFFIANT SAYETH NAUGHT.



Terence R. Coates, Esq.

Sworn to and subscribed before me, by Terence R. Coates this 02/05/2026 09:26 PM EST. This certificate pertains to an electronic notarial act performed with the principal appearing online using audio-video communication.



ASHLEY S PAVER
Notary Public, State of Ohio
My Commission Expires:
January 2, 2028



Notary Public

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

EXHIBIT

3

**COURT OF COMMON PLEAS
KNOX COUNTY, OHIO
GENERAL DIVISION**

*ANNA MORAN, et al, individually and on
behalf of all others similarly situated,*
Plaintiffs,

v.

ARIEL CORPORATION,
Defendant.

Case No. 24NG12-0399

Judge Richard Wetzel, Jr.

**DECLARATION OF CHRISTOPHER
LONGLEY ON BEHALF OF ATTICUS
ADMINISTRATION, LLC, THE
PROPOSED ADMINISTRATOR**

I, **CHRISTOPHER LONGLEY**, being first duly sworn and cautioned, depose and state as follows:

1. I am the Chief Executive Officer for Atticus Administration, LLC (“Atticus”). My business address is 1295 Northland Drive, Suite 160, St. Paul, Minnesota 55120. My telephone number is (612) 315-9007. I am a Minnesota licensed attorney on retired inactive status, I am over twenty-one years of age and am authorized to make this declaration on behalf of Atticus and myself.

2. In 2016, I, along with other experienced legal, financial, digital marketing professionals and brand managers, founded Atticus to provide innovative and cost-effective notice campaigns and claim administration services to the class action legal sector.

3. Prior to founding Atticus, I served as the president of Dahl Administration, LLC, a nationally recognized claims administration company, where I oversaw over three hundred (300) settlements, including some of the highest profile cases over the last ten years, including, for example, *In Re Motor Fuel Temperature Sales Practices* (Hot Fuel), Case No. 2:07-md-01840 (D.

Kan. 2016) and *In re: Target Corporation, Customer Data Security Breach Litigation*, No.14-md-02522 (D. Minn. 2015).

4. Atticus provides services in class action settlements involving, inter alia, antitrust, consumer fraud, financial services, data privacy and security breaches, insurance, ADA, civil rights, class certification notifications, Belaire-West notifications, and employment matters, including wage and hour, PAGA and FLSA collective actions.

5. Atticus's core competencies include pre-certification mailings, claims administration including the processing of claim forms, claim validation and anti-fraud detection, data preparation and data management, accounting services, tax reporting, qualified settlement fund management and escrow services, and distribution of funds.

6. Since its inception, Atticus has provided administrative services in over 1,500 class, collective and PAGA settlements and has disbursed approximately \$1.71 billion in settlement funds (*See Exhibit A*). Among the founders and team members of Atticus, collectively we have administered over 3,000 settlements and have disbursed over \$3 billion in settlement funds.

7. Atticus has specific comparable experience administering data breach cases, including current and recent cases such as: *Abrams v. Savannah College of Art & Design*, 1:22-CV-04297-LMM (N.D. Ga.); *A.M. and A.M. v. Reproductive Biology Associates, LLC, and MYEGGBANK North America, LLC*, 21-C-06178-S3 (State Ct. of Gwinnett Co., Ga.); *Bowdle v. King's Seafood Co., LLC*, SACV-21-01784-CJC (C.D. Cal.); *C.S. v DaVita, Inc.*, No. 2122-CC00414 (Mo. Cir. Ct., St. Louis City); *Coon v. JS Autoworld, Inc.*, No. A-23-869272-C (Dist. Ct. of Clark Co., Nev.); *Currie v. Joy Cone*, No. 2:23-cv-00764-CCW (W.D. Pa.); *Dias v. Acrisure, LLC*, No. 24-02304-NZ (Mich. Cir. Ct.); *Guarino v. Radius Financial Group, Inc.*, No. 2283CV00196 (Mass. Super. Ct. Plymouth Cty.); *Kirtley v. Startek, Inc.*, No. 1:22-cv-00258-

RMR-NRN (D. Colo.); *McKittrick v. Allwell Behavioral Services*, No. CH2022-0174 (Muskingum C.P.); *Phelps v. Toyotetsu North America*, No. 6:22-CV-106-CHB (E.D. Ky.); *Rodriquez v. River City Bank*, No. 34-2021-00296612 (Sacramento Cty. Super. Ct.); *Tarrant v. Southland Holdings, LLC*, No. 067-333679-22 (67th Dist. Ct., Tarrant Cty., Tex.) *T.D. v. Mercy Hospitals East Communities*, No. 20SL-CC05974 (Mo. Cir. Ct., St. Louis Cty.), and *In Re Medical Review Institute of America, LLC, Data Breach Litigation*, No. 2:22cv0082-DAK-DAO (D. Utah).

8. I have reviewed the notice plan in the Settlement Agreement, including the attached Short Notice and Long Notice. Based on my experience, I believe that the notices fully and clearly will inform the Settlement Class regarding the settlement and represent the best notice practicable under the circumstances. The information relayed by both notices includes that if an individual in the Settlement Class does not do anything in response to it, they will be bound by the settlement, and that they have options to exclude themselves from the settlement, object to the settlement, or make a claim using the Claim Form.

9. I have also reviewed the distribution plan set forth in the Settlement Agreement and based on my experience, I believe the distribution plan will effectively and efficiently distribute the settlement fund to Settlement Class Members who submit valid claims.

10. Upon the Court's entry of a Preliminary Approval Order, Atticus will send the Short Notice to the Settlement Class per the Federal Judicial Centers, "*Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*" 2010. Based on my experience, delivery rates for sending notice to known settlement class members can be anywhere from 74% to 98%, depending on the age of the data file, and the amount of cleaning we perform on the list prior to sending notice. It is in our best interest to take as many steps as feasible to ensure the accuracy of the data prior to dissemination.

11. It is my understanding that mailing addresses are available for over 99% of the Settlement Class. Atticus will send a postcard or Short Notice by U.S. First Class Mail to the last known address of record for all individuals in the Settlement Class for whom a mailing address is provided. The postcard will include a prepaid tear off Claim Form individuals in the Settlement Class can fill out and simply drop in a mailbox to submit a claim. Prior to mailing notice, Atticus will process the existing address information through the National Change of Address database (“NCOA”) maintained by the United States Postal Service (“USPS”). This process returns updated addresses for anyone who has filed a change of address form with the USPS during the past four years. If updated addresses are received through NCOA, those addresses shall be used in lieu of the original address received.

12. Any Short Notices that are returned to Atticus as undeliverable will be processed, sent to a professional service for address tracing and, if new address information is obtained through trace, remailed to the new address within three days of when the undeliverable notice is received. Atticus uses a variety of tools for skip-tracing purposes to find addresses that have no forwarding location and undeliverable email addresses. These tools include Experian or IDI, and other professional resources like Experian or IDI to locate individuals in the Settlement Class. Atticus will be best equipped to determine the most practical course of action after reviewing the Class List.

13. At counsel’s direction, Atticus purchased the website address www.ArielClassSettlement.com and will establish the content at that location to serve as the Settlement Website for this matter. The website will include, among other things, answers to frequently asked questions about the settlement, the Long Notice, important dates and deadlines associated with the settlement, access to important documents filed with the Court, and contact

information for Atticus, including email and physical address and toll-free telephone number. The toll-free telephone number will provide interactive voice responses to frequently asked questions that are selected by the caller. The caller will also have the ability to speak directly with a live operator.

14. For budget purposes, Atticus is anticipating the claims take rate will be 5%. Based on our experience in administering data breach cases, however, the claims rate can vary based on, and often be impacted by other factors, including age of the data file, reach of class, and size of the award.

15. Atticus has agreed to administer the above-captioned case, for approximately \$30,850. If the scope of work increases or decreases significantly, Atticus will inform the parties and request approval of an adjustment. This fee includes all normal costs to administer a settlement, including emailing and mailing, printing, skip-tracing and NCOA searches in preparation of disseminating notice, all costs associated with communications, including live telephone support, a toll-free number, and an interactive settlement website as well as all costs associated with the distribution of settlement awards, including payment calculations, establishing a qualified settlement fund and the correlating account management and tax reporting.

16. Atticus maintains insurance with AAA rated insurance carriers for professional liability and cybersecurity. Further it is Atticus' policy to warrant the work performed on all errors and omissions, on all projects, including distribution of funds to class members, without additional charges to our clients.

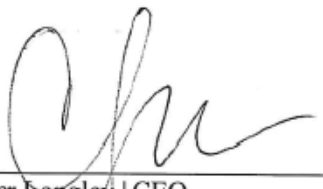
17. Atticus takes its obligation to secure information systems and protect the privacy of all client data very seriously. A copy of Atticus' *Data Security Information & Privacy Policy* that outlines the standard operating procedures for the handling, collection, storage and use of

client data is attached to this declaration as **Exhibit B**.

18. I further attest to the fact that Atticus has no independent financial relationship with plaintiffs, plaintiffs' counsel, defendants or defense counsel in this matter. Nor, upon review does Atticus have any conflicts, or potential conflicts with any member of the class in this matter.

I swear under penalty of perjury under the laws of the United States of America and the State of Minnesota that the foregoing is true and correct to the best of my knowledge.

Executed this 21st day of January 2026, at St. Paul, Minnesota.



Christopher Longley | CEO
Atticus Administration, LLC

EXHIBIT A

CURRICULUM VITAE

About Atticus Administration LLC

Founded in August 2016, Atticus has administered over 1500 settlements and has distributed more than \$1.57 billion in award payments. Collectively, the Atticus team has over 125 years of industry experience, has managed over 3,000 settlements, and has distributed more than \$3 billion. Below is a partial listing of our cases, and the cases that our team has managed during their careers.

Partial Listing of Atticus' Current Cases and References

Shahno v Pendry	
AAFUCU GAP Interest Settlement	2020CV32226
Abdul-Ahad v Associated Courier, Inc (Street Fleet)	0:20-CV-00607-PJS-HB
Abrams v Savannah College of Art & Design (SCAD)	
Acevedo v Southwest Airlines	1:16-cv-00024-MV-LF
Ahmed v Beverley Hills Rehabilitation Services	2:16-cv-01747-WBS-KJN
Alvechurch v Suburban [PAGA]	
Ali v Sutter Valley Medical Foundation	34-2017-00217486
Allard v Med Impact	
Allianz Life Ins Co Class Cert	27-CV-17-15118
Altamirano-Santiago v Better Produce Inc Class Cert	Civil Action 2:19-cv-3964
Altamirano-Santiago v Better Produce Settlement	2:19-CV-3964-DDP
Alvarez v AutoZone	CIVDS1416344
Amaya v Eagle Tech Manufacturing	17CV02862
Amaya v Eagle Tech Manufacturing Cert	17cv02862
AMEX Data Breach	
Amezcuca Peregrina v SEAM Group	1:20-cv-01032-SO
Anderson v The Cellular Connection	2021-CA-007204-AXX
Andrade v Caltech	VCU 266410
Andrade v ESMI	CIVD82023816
Andrews v Prestige Care, Inc.	2:18-CV-00378-JAM-KJN
Arnold v Edwin Trucking	20TRCV00191
Arrieta v Genentech	21-CV-05353
Ashe v Farmers Insurance Group	18STCV00453



Astorga v Bosman Dairy	VCU238439-Class VCU243327
Athan v US Steel Corporation	Consolidated
Atlanta Hawks FACTA	2:17-cv-14220
Avilez v Full Steam Staffing	2017CV288354
Ayala et al v Olson Brothers Ranchers	17-2-01046-1
Baca v Two Jinn	37-2020-00000922-CU-OE-CTL
Baldwin v RHP Properties	1881-CV-849
Barragan v Natrol	56-2022-00567731-CU-OE-VTA
Bassett v Vons	RG20082630
Baylog v Hash Flare	2:18-CV-03043-DDP-PLA
Beamon v Event Merchandising Inc	BC683325
Bean v Lewis Boats	1811-CC01173
Beato v Elite Rooter PAGA	21stcv16493
Baudette v McDonough (VA Caregiver Program)	CAVC-20-4961
Begley v JK Enterprise (Cabaret II)	3:21-cv-01031-yy
Bejines-Gonzalez v So Valley Fruit & Vegetable Inc	7:19-cv-55-HL
Bell v MCSC	17-003861-CZ
Benefield v Springco Metal Coatings	1:17-cv-00918-DCN
Bennett v Alorica INC	30-2018-00997257-CU-OE-CXC
Bennett v Dart	
Benton v NorCal In Alliance	
Bernier v AT&F	1:21-cv-1302
Berthiaume v Allianz Life	27-CV-17-15118
Best v Twin Inc	ESX-L-8062-16
Bethmann v Roberts (St. Charles County Coop)	1711-CC01263
BF-Biscomerica-0814	
Bice v Vensure HR	STK-CV-UOE-2016-1264
Phan v. Big Saver Foods FACTA	BC636343
Bilberry v Hardy Window Co.	30-2019-01065525-CU-OE-CXC
Birbower v Quorn Foods	2:16-cv-01326-DMG
Biscardi v GEICO 216b Notice	GJH-21-2240 US District Court, District of Maryland
Blackburn v APTIM	1:18-cv-00545
Blufstein v Michael's Family Restaurant	NO. 2:17-cv-05578-RBS
BMC West case	
Boehm v BMW	2:17-cv-2827
Bolanos v FSC Corporation	BC722758
Bonham, et al. v Club Champion LLC	50-2021-CA-008650-XXXX-MB
Bowdle v Kings Seafood	8:21-cv-01784-CJC-JDE
Bowlay-Williams v Google LLC	4:21-cv-09942-FJH
Branning v Romeo Pizza	1:19-cv-2092
Bravo v Small Progress Co & Riverview Farms	19CV003943
Breese v NaturChem Distribution	
Briggs v TASC	
Briceno v. Acqua E Farina Ristorante, LLC	RG19045636
Bruce v Del Monte	



Burger v DIRECTV	20-2-06558-2
Burnett v Professional Credit Mgmt (PCM)	21OZ-CC00192
Burns v Chesapeake	15CV01016-RP
Burton v MOGA	SCV-265985
Busby v Flowers Foods	
Bustos v. Tropicale Foods, Inc.	CIVDS1915805
C.S. v DaVita Dialysis	2122-cc0494
Caddick v Tasty Baking	2:19-cv-02106-JDW
Caddick-Bertino v Flowers	
Cain v Fairfield Health Care PAGA	FCS056452
Calhoun v West Road Pizza Stop	5:20-cv-12661
Callier v Outokumpu Stainless USA	21-cv-521-JB-N
Camacho v Southwest Harvesting	
Cannon v Huntington Hospital	19STCV14554
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Wegner v Carahsoft	PJM 20-00305
Weirbach v The Cellular Connection	5:19-cv-05310-JDW
Wellinger v Live Nation	19STCV04397
Wesco Aircraft Hardware Corporation Settlement	
West v Bam! 216b Cert	1:22-cv-00209-DHU-JHR
White v Wesco Aircraft Hardware Corp	BC658654
Whitney v Cook County	18-cv-4475
Wicks v Title Loan Company DBA The Loan Machine	17SL-CC02673
Wilk v Skechers	5:18-cv-01921
Williams v Equitable Acceptance Corporation	18-CV-07537 (NRB)
Williams v Sake Hibachi Sushi & Bar	3:18-CV-0517-D
Wilson v Peckham	
Winkel v JH Steak	20-2-04853-4-SEA
Winsor v TBD Pizza	
Womack v Superior Energy Services	7:19-CV-00074
Wood v Athens-Clarke County	3:14-CV-00043-CDL
Xcel Health Settlement	
Ybarra v SIP 401K	8:17-cv-02091-JVS (Ex)
Ylvisaker v Clarkson Eyecare LLC	17SL-CC02089
Youmans v CPS	19EV001823
Young v Chieftain Coating	20-cv-10520
Zaldivar v. Moulton Logistics	19STCV12250
Zambrano v Strategic Delivery Solutions 216b	15-cv-8410 (ER) ED NY
Zamudio v Underground Rocket	
Zamora v Walgreen Co	114CV269810
	13-CV-1524 (GSB) 12-C-9672 (Vee Pak)
Zollicoffer v Gold Standard Eagle v Vee Pak	16CV11086
Zollicoffer v MVP	8:18-cv-1726-JSM-AAS
Gause v Medical Billing Consultants	2:15-cv-01306
In Re United Collection Bureau, Inc	156210/2015
Jailall v Diesel USA	BC645411
Picardo v Lundy-Tagaard Co	
Torres v Pick-a-Part Autoworks	1:16-cv-01915-DAD-BAM



Partial Listing of Cases Managed at Dahl Administration

Bokusky v. Edina Realty, 3:92-cv-00223

Sun Country Employee Litigation

Dupont Chemical Pollution Litigation

Haight v Bluestem Brands, Inc. -TCPA, No. 13-1400 (M.D. Fla.)

Dugan v TGIF-Wage and Hour/FLSA ,

Dunkel v Warrior Energy-Energy-Wage & Hour

Shelby v Miller Investment Group-Consumer Finance

Salas v Watkins Manufacturing-FLSA

Dull v IPS-Energy Sector Wage & Hour

Wallach v FFG-TCPA

Bourgeoisie v City of Baltimore-Consumer Fees

Brown v Alley-FLSA

Turner v ACD-Wage & Hour

Villa v San Francisco 49'ers-Consumer Fees

Thomas v Solvay

Reid v Unilever-Mass Tort

Zeller v PDC Corporation-FLSA

Murr v Capital One-Consumer Fraud

Redman v City of Chicago- FACTA

Ernst v Sterling-Dish Case-Consumer Fraud

Ott-Publix-FLSA

Ellsworth v US Bank-Consumer Finance

Vidra v Midland Financial-Consumer Finance

Vu v Performance Recovery



Freeman v Berkeley Packaging-FLSA

Martin v JTH-TCPA

Walker v Core Power Yoga-Wage & Hour

Froberg v Cumberland Packaging-Stevia in the Raw Settlement-1:14-cv-00670

Debarsekin v L2T-FLSA & Wage and Hour

Gay v Tom's of Maine-False Labeling, 0:14-cv-6060004-KMM

Templeton Rye -False Labeling

Belardes v Farm Fresh to You-FLSA

Tin Cup Settlement-False Labeling

Johnson v Scan SAT-Medical Billing Data Breach

Garcia v EJ Amusement-FLSA and Wage & Hour

Doran v Forever Grand Vacations-Consumer Fraud- Time Share

Velasco v Chrysler Corp-Recall

Covell v Sleep Train-Wage & Hour

Torres v Kwon Yet Lung-FACTA

Redman v IMAX-FACTA

In Re Motor Fuel- Hot Fuel Case- Consumer Fraud, MDL No. 1840, 07-md-1840-KHV

Haight v Bluestem-TCPA

Martin v JTH-TCPA

In Re Target Data Breach-Financial Institutions



ATTICUS MANAGEMENT TEAM

Chris Longley, co-founder, and CEO of Atticus Administration LLC – Former CEO of Dahl Administration, a nationally recognized Claims Administration Company. Licensed Attorney (retired in-active status), admitted to practice Minnesota, 8th Circuit and United States Supreme Court.

During Chris' tenure at Dahl, he successfully managed, more than 300 class and collective action settlements, including some of the highest profile cases in the last few years, including *In Re Motor Fuel (Hot Fuel) MDL No: 1840, Case No: 07-md-1840-KHV*, an all- digital notice campaign with over 160 MILLION class members in 36 states and US Territories, and the *Target Data Breach- Financial Institutions Settlement, Case No. 0:14-md-02522-PAM* .

Chris co-founded Atticus Administration LLC, in August 2016. Since its inception, Atticus has administered over 1250 settlements and has distributed more than \$1.47 billion in award payments.

Chris and his team have extensive experience in all matters of notice campaigns, including class certification notices, CAFA notices, WARN notices, ISO notices, Belaire West Notices, 216(b) notices, as well as other complex notification projects on an as need basis.

Chris is the author of *"Internet and Electronic Notification Methods for Rule 23: How to Enhance Reach, Conversion, Real Time Analytics to Reduce Administrative Costs"*, published in 2016.

Chris is currently the membership chair of the ABA's Consumer Litigation Committee and Class Actions & Derivatives (CADS) sub-committee and is a frequent speaker on matters relating to complex notice procedures for class action settlements.

Prior to joining the class action industry, he served for 11 years in the private equity industry focusing on telecommunication companies and company acquisitions. He has been a founding member of 14 start-up companies during this same period.

Prior to that experience he was a practicing attorney in Minneapolis, Minnesota. Chris was named *"40 under 40"* by the *City Business Magazine* in 2001, and a *"Power Lawyer"*, by *Law and Politics Magazine*. He practiced law for the Minneapolis law firm of Hessian, McKasy & Soderberg, LLP prior to launching his business career.

Chris graduated from William Mitchell College of Law and the University of St. Thomas, and currently splits his time between St. Paul, Minnesota, and New York city.

Bryn Bridley –VP of Business Development – Bryn has over 19 years of Project Management experience within the industry, having worked with two large Settlement Administrators, Rust Consulting and Dahl Administration. Bryn's past settlement administration work included the day-to-day activities of several high-profile consumers, employment and other types of cases. Bryn has extensive experience with CAFA Notices and Class Certification campaigns. Bryn is an honor's graduate of the University of Minnesota-Duluth and enjoys running and camping in her free time.



Ann Linton- Director of Project Management- With over 15 years of Industry experience, Ann worked as a project manager previously at Dahl Administration prior to joining Atticus as a project manager in 2018. A favorite of many of our customers, before being promoted to the director level, she concentrated her efforts on some of our more complex matters, including many mass arbitration cases, as well as many of our high-profile consumer fraud matters.

Milena Higgins -is a technology leader with a long history of innovation in the legal field. She has a proven track record of innovation, including developing groundbreaking testimony intelligence software and automated intellectual property tools. Her expertise in process improvement and efficiency has consistently driven operational excellence, ensuring exceptional service for law firm clients. Milena holds a Ph.D. in physics and an M.S. in Management of Technology from the University of Minnesota.

Jim Hardy, CPA (Inactive) – Co-Founder and CFO – Prior to co-founding Atticus, Jim held finance leadership positions over a twenty-year period in a variety of industries (contract manufacturing - implantable medical devices, sheet-fed printing, and commodity trading) where the wide-range of responsibilities and challenges from these experiences has enabled him to develop a versatile set of finance, administrative and operations skills.

EXHIBIT B

Data Security & Information Privacy

Approved Date	November 13, 2024
Approved By	Director of Information Technology – Joel Prest; CFO, COO – James Hardy
Effective Date	November 8, 2024
Current Version	8.0

I. Overview

Atticus Administration, LLC (“Atticus”), in fulfilling the requirement as a third-party administrator under the terms of a court order and/or settlement agreement for specific court class action cases, is required to encrypt data considered {PROTECTED} or {RESTRICTED} including, but not limited to: Personally Identifiable Information (PII), Protected Health Information (PHI), credit card numbers, passwords, intellectual property, budget or contract proposals, legal correspondence and research and development information. This document contains policy and technical controls pertaining to Data Security and Information Privacy in order to protect the confidentiality and integrity of client data, protected data, or restricted data.

II. Scope

This policy applies to all company employees, temporary employees, contractors, consultants, vendors, service providers, partners, affiliates, third parties or any other person or entity authorized to utilize Atticus Administration’s information system resources. Accordingly, this policy also applies to all information systems, hardware, software, applications, network devices, data, media, and paper files at Atticus Administration and any approved third-party facilities.

III. Roles and Responsibilities

Name	Role	Responsibility
James Hardy	CFO, COO	Data Protection Officer
Joel Prest	Director of IT	Privacy Manager; Incident Response Manager
Veracity	MSP	IT Infrastructure Management; Software Patching
Target Defense	MRSP	Level 1 SOC; Managed Detection and Response

IV. Policy

1. Data Governance

Atticus is committed to protecting and safeguarding the data that it collects and recognizes this data as a critical asset. Atticus maintains a tiered data governance structure, managed by the Director of Information Technology and enforced by Atticus executive leadership, that governs individual Users access to data. This governance structure is further maintained through enforced processes, standards, and procedures to ultimately ensure appropriate use of data and/or management of data.

2. Internal Use of Data

Any client data and class member data records that Atticus collects, and stores are used only to fulfill Atticus' requirement as a third-party administrator under the terms of the Case Court Documents. This information is only available to Users as set forth by Atticus' tiered data governance structure.

3. External Use and Disclosure of Data

Atticus follows the direction and instructions outlined in the Case Court Documents for handling class member data records. All sensitive and non-public client data, class member data, and information for a case that is provided to Atticus, is the property of Atticus and may not be shared, used, or otherwise communicated outside of Atticus or outside the scope of the project. In cases where a contractor partner is used, only those who have been approved and authorized by Atticus management and have a privacy policy (or data security policy) consistent with Atticus' Data Security & Information Privacy Policy are allowed to be used.

4. Data Collection and Retention

Electronic transmission, delivery or receipt of sensitive data is only permitted using SFTP technology. Delivery or receipt of hardcopy sensitive data is only permitted using the US Mail System or a courier as approved by Atticus management. Atticus complies with all state and federal regulations that apply to data security. Once a case has closed, Atticus will destroy all hardcopy documents containing sensitive data within twelve months. Regarding all electronic case data (including sensitive data), Atticus maintains this data for up to five years following the closure of the case. In the event Court Case Documents specify unique data retention/return requirements, those requirements shall prevail over Atticus' standard retention/return policy.

5. Computing Devices and Access to Atticus Information Database and Network

Only Atticus IT approved devices may be used to access Atticus' information database and network. All devices must be protected with an employee's user access level systems username and password required at the time the device is powered on.

Access to database and network information must be authenticated using two-factor authentication.

Sensitive data shall not be stored on the device. However, in the event there is no alternative to device storage, all sensitive data must be encrypted with password protection. Atticus prohibits the use of public cloud storage for any client specific data.

Unattended devices must be logged out and locked when unattended, and additionally configured to automatically be logged out of and screen locked after 10 minute or more of inactivity.

All devices that access Atticus' information database and network infrastructure shall have active and up-to-date anti-malware and firewall protection.

6. Data Classification

Atticus Administration classifies sensitive information as {PROTECTED} or {RESTRICTED} depending on the sensitivity type. All data containing sensitive information must be properly transmitted and encrypted in accordance with Atticus Administration's data encryption standards. Atticus maintains an inventory of all systems where client or sensitive data is stored. The client and sensitive data includes, but not exclusive to:

- Personally Identifiable Information (PII)
- Protected Health Information (PHI)
- Credit Card Numbers
- Passwords
- Intellectual Property
- Budget or Contract Proposals
- Legal Correspondence
- Research and Development Information

7. Data Encryption Standards

a. Cryptographic Control Use

Cryptographic controls must be utilized for sensitive information classified by Atticus Administration as {PROTECTED} or {RESTRICTED} including, but not limited to: Personally Identifiable Information (PII), Protected Health Information (PHI), credit card numbers, passwords, intellectual property, budget or contract proposals, legal correspondence, and research and development information.

All encryption mechanisms utilized by Atticus must be authorized by the Privacy Manager before use.

Users must not attempt to utilize any form of cryptography, including, but not limited to, encryption, digital signatures, and digital certificates, which has not been approved and installed/implemented by an authorized agent of Atticus Administration.

The use of all encryption mechanisms must meet relevant regulatory and legal requirements, including any import/export restrictions or government requirements specific to the use of cryptographic software.

a. Cryptographic Control Standards

Cryptographic controls must only use secure cipher suites to protect data in transit and at rest. Any cipher suites that are considered vulnerable or deprecated through cybersecurity intelligence, reputable industry standards publishers (such as NIST), or flagged as a finding through vulnerability scanning are prohibited from use. The Data Protection Officer has final authority to approve or deny the use of any cipher suites or cryptographic control implementations on an as-needed basis.

b. Encryption in Transit

All sensitive information classified by Atticus Administration as PROTECTED or RESTRICTED including, but not limited to, PII, PHI, credit card numbers, passwords, and research and development information, must be encrypted when transmitted externally to or from Atticus Administration's information system boundaries. Access to protected or restricted data stored on Atticus Administration's servers must be done through secure, encrypted communications protocols such as TLS 1.3 (EDH or DHE) and TLS 1.2 (EDCHE with DHE as a fallback).

c. Encryption at Rest

All sensitive information classified by Atticus Administration as PROTECTED or RESTRICTED including, but not limited to PII, PHI, credit card numbers, and passwords, must be encrypted at rest using Full Disk Encryption technology or Virtual Disk Encryption. When feasible, hardware-backed encryption must be utilized over software encryption.

Atticus Administration requires IT endpoints that could store or transmit sensitive data to utilize Full Disk Encryption or Azure Server-Side Encryption (SSE).

In addition, Atticus Administration may implement File-based encryption for sensitive files at-rest on a per-client basis to provide additional data protection.

8. Key Management Standards

Atticus Administration utilizes Azure Key Vault with HSM-backed (hardware security module) Customer Managed Keys (CMK) for Server-side Encryption (SSE) in accordance with Microsoft's published guidance for secure best practices. Accordingly, all data on the servers is encrypted using 256-bit AES and is FIPS 140-2 compliant.

Atticus Administration partners with a Managed Service Provider (MSP) to restrict access to the Azure Key Vault so that only the small number of staff requiring access for job duty or function with Infrastructure Management and Configuration are given access to keys.

9. Data Backup and Recovery

Atticus Administration partners with a Managed Service Provider (MSP) for administration of automated data backups for critical servers and IT infrastructure.

10. Breaches in Security and Privacy Violation

Breaches in security, whether actual or suspected, must be reported immediately to the Incident Response Manager. The Incident Response Manager and executive management will execute Atticus Administration's Incident Response Plan to assess the breach for scope and severity and take appropriate action to mitigate and/or eliminate.

If the Incident Response Manager and/or executive management is made aware a User has failed to comply with Atticus' Data Security & Information Privacy Policy, they will identify and apply appropriate consequences to the User. The consequences may be as severe as termination of employment or termination of contract and/or further legal action. If there is a concern about a breach involving the Incident Response Manager, concerns should be immediately directed to the Chief Operating Officer.

If there is a data breach with a vendor/contractor, the contractor must comply with all applicable state and federal laws that require the notification to individuals (or other affected parties) in the event of unauthorized release of sensitive personal information or confidential data. Contractors must notify Atticus within 24 hours of the incident. Atticus reserves all rights to act under the terms of any applicable contract, including indemnification and/or termination of the contract.

V. Enforcement

Any User found to have violated this policy may be subject to disciplinary action. Such action may be as severe as termination of employment or termination of contract and/or further legal action.

VI. Distribution

This policy is to be distributed to all users.

VII. Policy History

Version	Date	Description	Approved By
8.0	11/13/2024	Policy Update	Joel Prest – Director of Information Technology James Hardy – CFO/COO
7.0	10/12/2023	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
6.0	10/12/2022	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
5.0	10/15/2021	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
4.0	11/10/2020	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
3.0	11/14/2019	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
2.0	11/5/2018	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
1.0	8/1/2017	Initial policy release	Mai Vang – Director of Operations James Hardy – CFO/COO